



City of Pensacola

Parks & Recreation Board

Agenda

City of Pensacola
222 W. Main Street
Pensacola, FL 32502

July 15, 2025, 10:00 AM

Hagler-Mason, 2nd Floor

The meeting can be watched via live stream at cityofpensacola.com/video.

CALL TO ORDER

ROLL CALL

APPROVAL OF MINUTES

1. 25-905 PARKS AND RECREATION BOARD MEETING MINUTES DATED JUNE 17, 2025.

Attachments: Parks & Rec Board Meeting Minutes June 17, 2025

CITY COUNCIL ACTION ITEMS

OPEN FORUM

NEW BUSINESS

2. 25-907 MEGAN PRATT - MESS HALL

*Attachments: Science Explorers After School
The Pensacola MESS Hall MOU*

3. 25-953 RYAN MATTOX AND MICHAEL CARRO - OSCEOLA GOLF COURSE RESTAURANT/EVENT SPACE LEASE

Attachments: Osceola Land Lease

STAFF REPORTS

4. 25-906 ADDIE QUINA AND JEREMY STREET - BAYVIEW SENIOR CENTER

Attachments: None

DIRECTOR'S REPORT

5. 25-954 JULY 2025 PARKS PULSE

Attachments: JULY 2025 Director's Report

OLD BUSINESS

6. 25-908 DIRECTION '25

Attachments: *Direction '25*

7. 25-909 GRANADA SUBDIVISION PARK

Attachments: *None*

OPEN FORUM

CALL FOR AGENDA ITEMS

ADJOURNMENT

The City of Pensacola adheres to the Americans with Disabilities Act and will make reasonable accommodations for access to City services, programs and activities. Please call 850-435-1606 (or TDD 850-435-1666) for further information. Request must be made at least 48 hours in advance of the event in order to allow the City time to provide the requested services.



City of Pensacola

PARKS AND RECREATION BOARD

MINUTES

City of Pensacola
222 W. Main Street
Pensacola, FL
32502

June 17, 2025

10:00 AM

Hagler-Mason, 2nd Floor

CALL TO ORDER

Chairperson Borden called the meeting to order at 10:00am.

ROLL CALL

Members Present: Renee Borden, Kristin Brown, Michael Blankenship, Bradley Boes, Justine Roper Williams, Shirley Lewis-Brown, Suzanne Lewis, Kirwan Price

Members Absent: Adella Cushing

1. 25-754 SWEARING IN OF NEW BOARD MEMBERS

Chairperson Borden announced that there is an open seat on the board and encouraged anyone who is interested to apply.

APPROVAL OF MINUTES

2. 25-753 PARKS AND RECREATION BOARD MINUTES DATED MAY 20, 2025

A motion was made by Parks and Recreation Board Vice-chair Brown and seconded by Board Member Blankenship.

Yes: 8 Renee Borden, Kristin Brown, Shirley Lewis-Brown, Bradley Boes, Justine Roper Williams, Kirwan Price, Michael Blankenship, Suzanne Lewis

No: 0 None.

CITY COUNCIL ACTION ITEMS

None.

OPEN FORUM

3. 25-758 PUBLIC PRESENTATIONS

None.

STAFF REPORTS

4. 25-755 ANDREA MCKIVEN - AFTER SCHOOL PROGRAMS

Andrea McKiven, Parks and Recreation Out of School Coordinator, brought before the board a presentation (on file with the background material) providing an overview of the out-of-school programs at the centers.

Chairperson Borden inquired about the AED training and if each center has one at their location. McKiven responded by confirming that each center has the newest version of the AED and that staff are trained to perform on an adult and an infant.

Chairperson Borden also mentioned incorporating fitness and nutrition into the program. McKiven responded accordingly.

A member of the public, Jimena Caballero, inquired about how to get kids from other areas involved. McKiven responded by informing Caballero that she aims to attend as many schools as she can to spread the information to the parents. McKiven also mentioned that information can be found on the city website under Parks & Rec - PlayPensacola.

Board Member Lewis-Brown mentioned, when teaching about nutrition, to try to incorporate kid-friendly meals that they can make on their own without using the stove or other harmful kitchen equipment. McKiven responded accordingly.

Vice-chair Brown inquired about how the students sign up for the different activities provided in the out-of-school program and the time period of the program. McKiven responded accordingly.

Chairperson Borden inquired about the number of staff members for the program. McKiven responded by stating that each center has a range of 6-10 staff members, depending on the number of kids, during the school year, while the number is higher during the summer.

Chairperson Borden also inquired about the transportation of the kids. McKiven responded accordingly.

Board Member Williams inquired about the deadline for enrollment for the out-of-school program. McKiven responded accordingly.

DIRECTOR'S REPORT

5. 25-799 DIRECTOR'S REPORT

Chairperson Borden inquired about updates on the Bay Bluffs project. Interim Director Shanaghan responded accordingly.

Chairperson Borden also inquired about Wayside Park updates. Assistant Director Byrd responded accordingly.

A discussion ensued.

NEW BUSINESS

6. 25-798 DENISE MANASSA - CDAC MOU

Denise Manassa, Director of Community Prevention at CDAC Behavioral Healthcare, brought before the board a presentation providing an overview of the programs and operations offered at Woodland Heights and Fricker Resource Centers.

Vice-chair Brown inquired about the budgeting and the CDAC staff at the centers. Manassa responded accordingly.

Vice-chair Brown also inquired about the program enrollment. Manassa responded accordingly.

Board Member Price inquired about the specifics of the MOU in regard to what is given by the city. Manassa responded accordingly.

Board Member Lewis-Brown commented on how this is good for the students' socialization because of the effect of COVID.

Board Member Lewis inquired if CDAC attempted to get funding from the Escambia Children's Trust. Assistant Director Byrd responded accordingly.

Chairperson Borden inquired about the costs of the program at the Woodland Center. Manassa responded accordingly.

Vice-chair Brown expressed her thankfulness for the programs and the detailed information provided through the presentation.

Board Member Price commented on how this is a great example of connecting the city's parks and rec resources with other organizations and having the organization's metrics presented to the board so they can get further details on the program before the MOU is taken to council.

A discussion ensued.

A motion to forward the MOUs to the City Council was made and approved by the Parks and Recreation Board.

7. 25-757 GRANADA SUBDIVISION PARK

Jimena Caballero, President of the North East Hill Association, approached the board to speak on behalf of Granada Park Subdivision.

A discussion ensued.

Chairperson Borden stated that this will be a topic that the board will keep on the agenda and continue to collect the information needed to help resolve the issue.

OLD BUSINESS

8. 25-756 DIRECTION '25

Chairperson Borden inquired if there were any updates pertaining to the Direction '25 project list. Interim Director Shanaghan responded accordingly.

Vice-chair Brown inquired about the lighting at the HTW basketball courts. Assistant Director Byrd responded accordingly.

Vice-chair Brown also mentioned adding a dog waste station at Corrine Jones on the eastside of the park.

OPEN FORUM

None.

CALL FOR AGENDA ITEMS

None.

ADJOURNMENT

WHEREUPON the meeting was adjourned at 11:25 A.M.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-907

Parks and Recreation Board

7/15/2025

PRESENTATION

SUBJECT:

Megan Pratt - Mess Hall

ATTACHMENTS:

1. Science Explorers After School
2. The Pensacola MESS Hall MOU



PENSACOLA
MESS
GEOGRAPHY HALL
Science
Explorer
s
After
School

Math Engineering Science Stuff

Our Mission:
To inspire curiosity,
experimentation, and creative
problem solving through
exploration of math, engineering,
science, and stuff.



Where We Go

Monday

Tuesday

Wednesday

Thursday

Global Learning

Global Learning

Holm

Fricker

Woodland
Heights

Vickrey

Cobb

Structure

Arrival at center ~15 minutes before program.

Introduction of activity -15 minutes

Hands-on activity- 45 minutes

Wrap up of activity-10 minutes

Clean up - 5-15 minutes

Age Groups

8 to 12 year old

Or

3rd to 5th grades

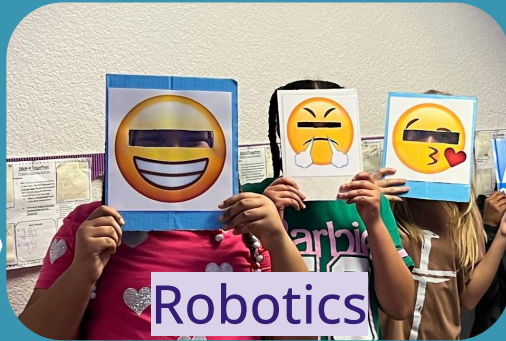


Goals

- Provide fun hands-on math, engineering, science activities
- Increase participants' enjoyment of science activities
- Increase use of math skills
- Learn science content
- Share activities with their family members



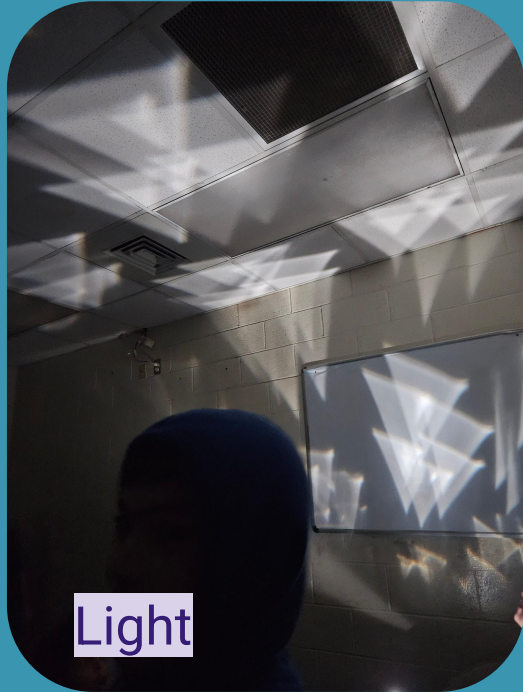
2025-2026 Unit Themes



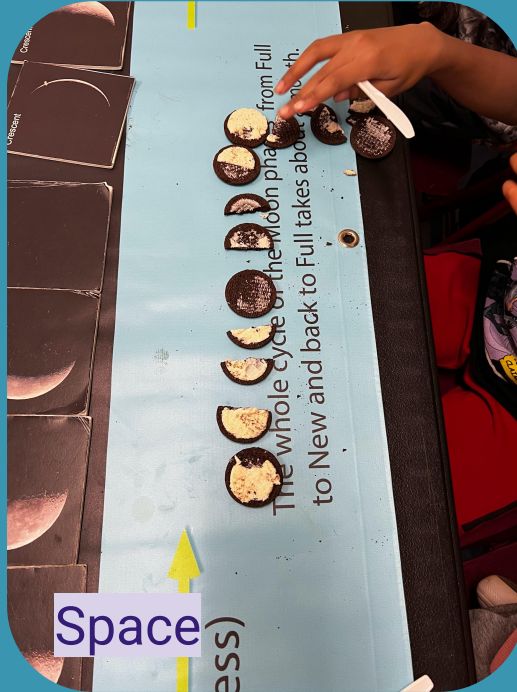
Robotics



Water



Light



Space



Building

2024-2025 Unit Themes



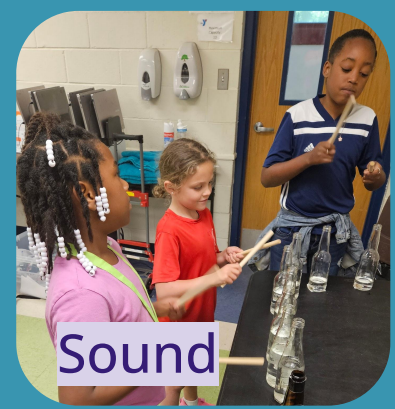
Human Biology



Cardboard Engineering



Spooky Science



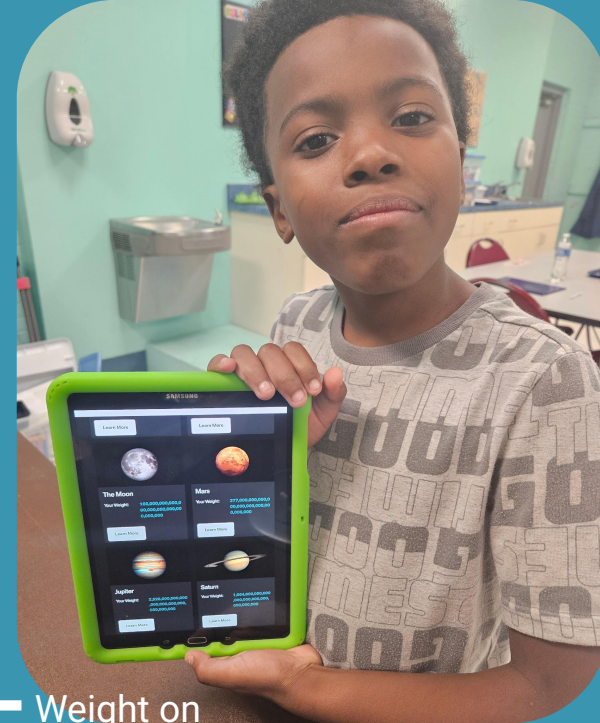
Sound



Alien Biology

What we have noticed

- Creativity in science and engineering
- Enthusiasm for applied math



$$\left(\frac{\text{Specific Gravity of planet}}{\text{Specific Gravity of Earth}} \right) \text{Mass of object} = \text{Weight on other planet}$$

What we have noticed

- Increase in confidence in their abilities
- Learning how to deal with frustration and failures in their experiments and engineering
- Increase in personal resiliency



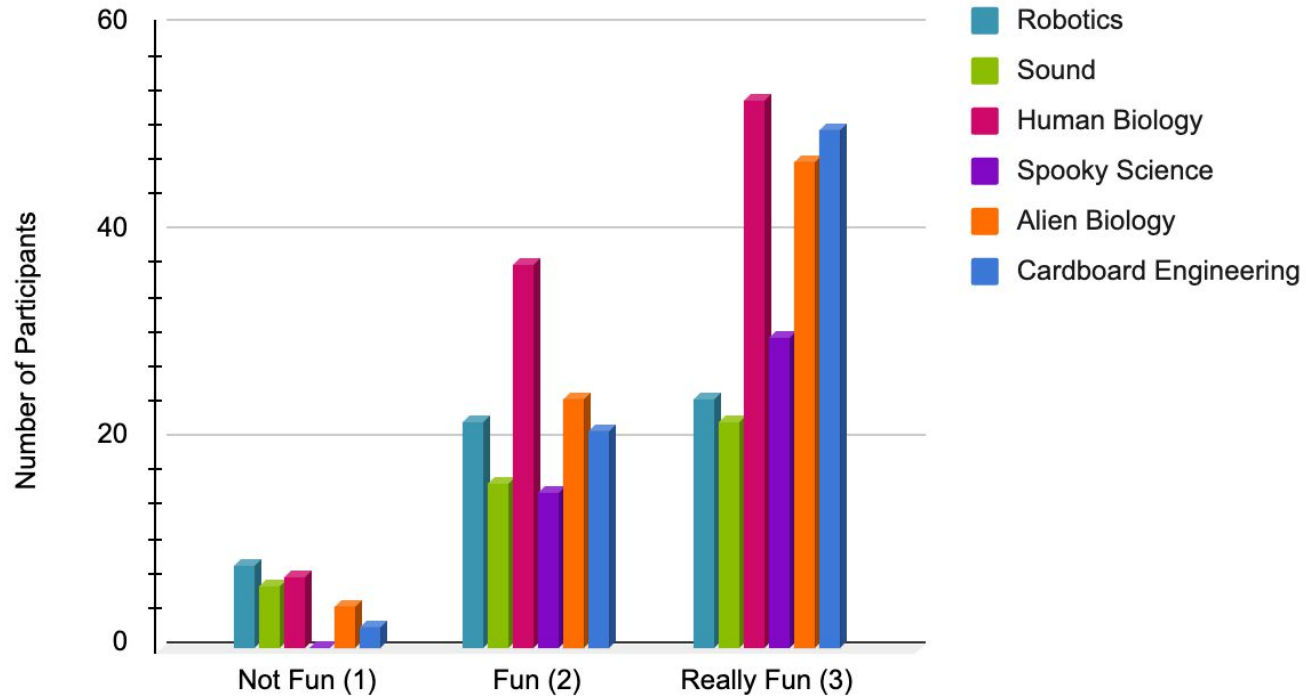
What we have noticed

- Sharing activities with their families and asking their adults to join them in class
 - Parents stayed to participate.
 - Participants recreate activities at home with family members.
 - Modified pick-up times.



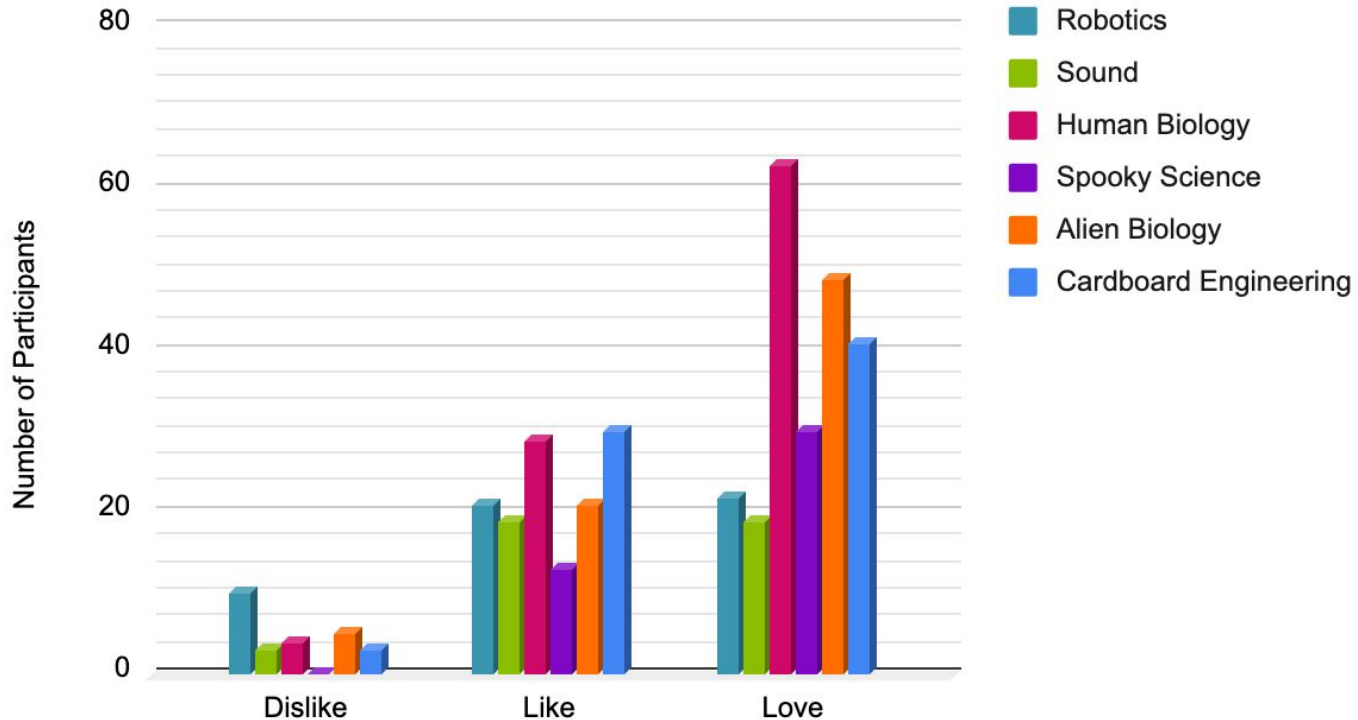
The majority of participants report a positive experience with the activities.

Participant Enjoyment of Activities

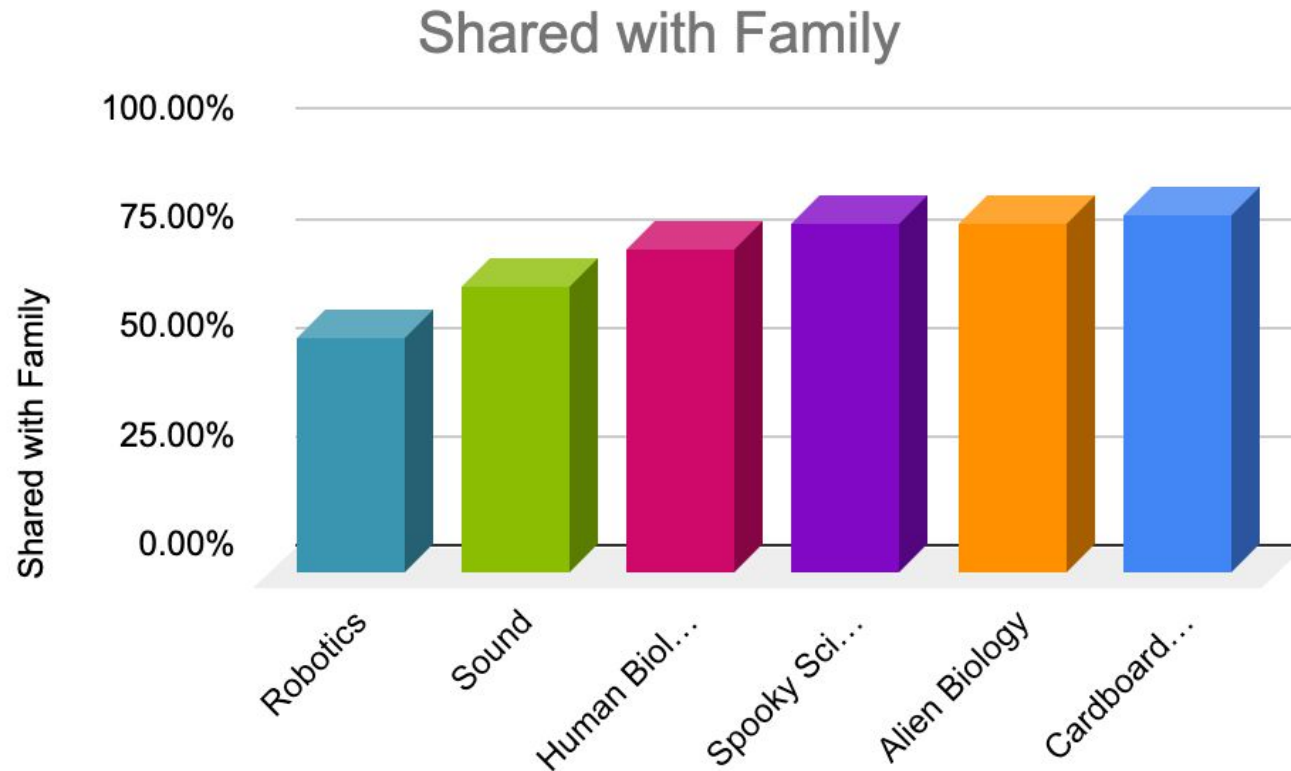


The majority of participants report a positive emotions regarding science.

Participant Emotions about Science with the MESS Hall



The majority of participants share their experiences doing hands-on science with their friends and family.



Participants are reporting, on average, a greater recognition of usage of math skills.

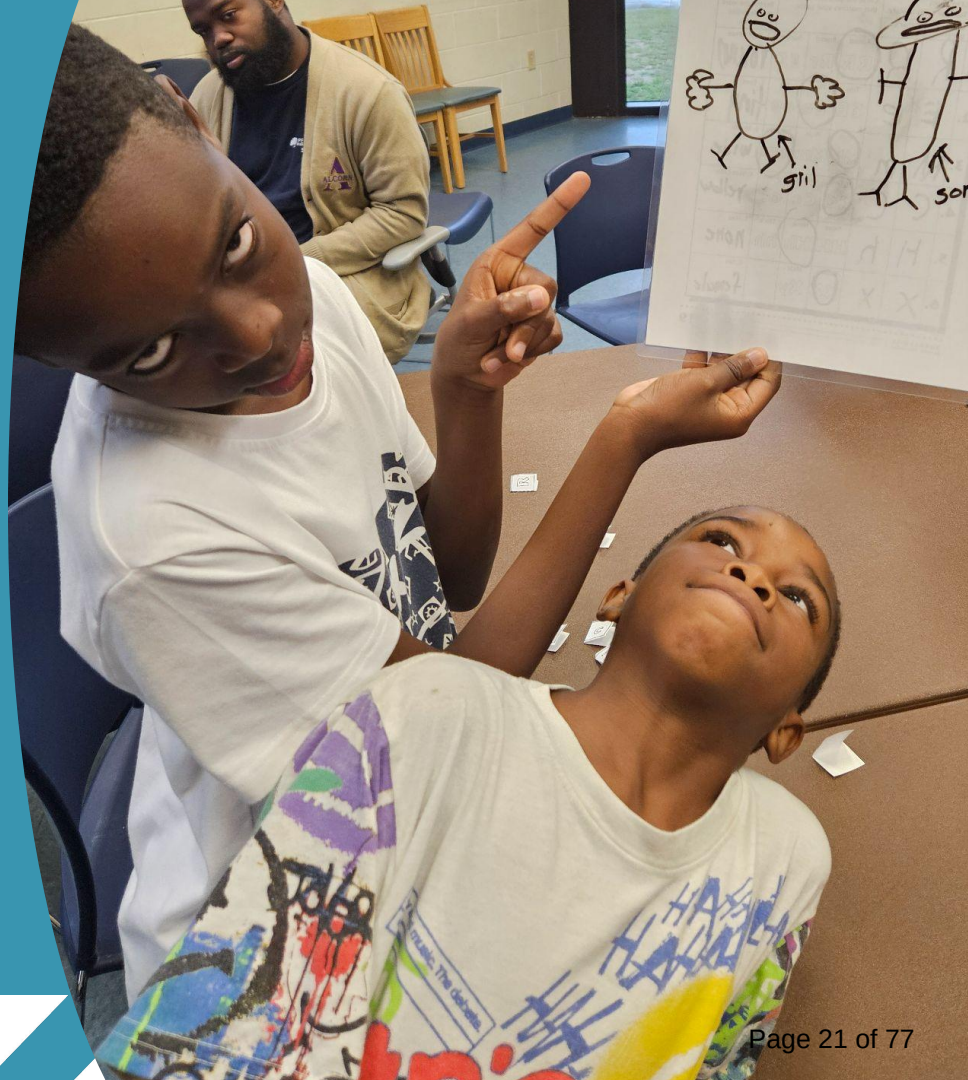
Question / Measure: Which math skills did you use? (options: adding, subtracting, multiplying, dividing, estimating, measuring, finding patterns, describing shapes, thinking about angles) Numbers listed are the average number of skills checked by participants per unit.

- o Robotics: 3.94
- o Sound: 3.97
- o Human Biology: 3.16*
- o Spooky Science: 3.82
- o Space Science: 4.14
- o Cardboard Construction: 3.82

First year average was 3.0.

Challenges

- Behavior
 - Introduced social-emotional learning
- Attendance
 - Early pick-up
 - Moved or switched centers
 - Regular absences
- Data collection



PENSACOLA MESS HALL

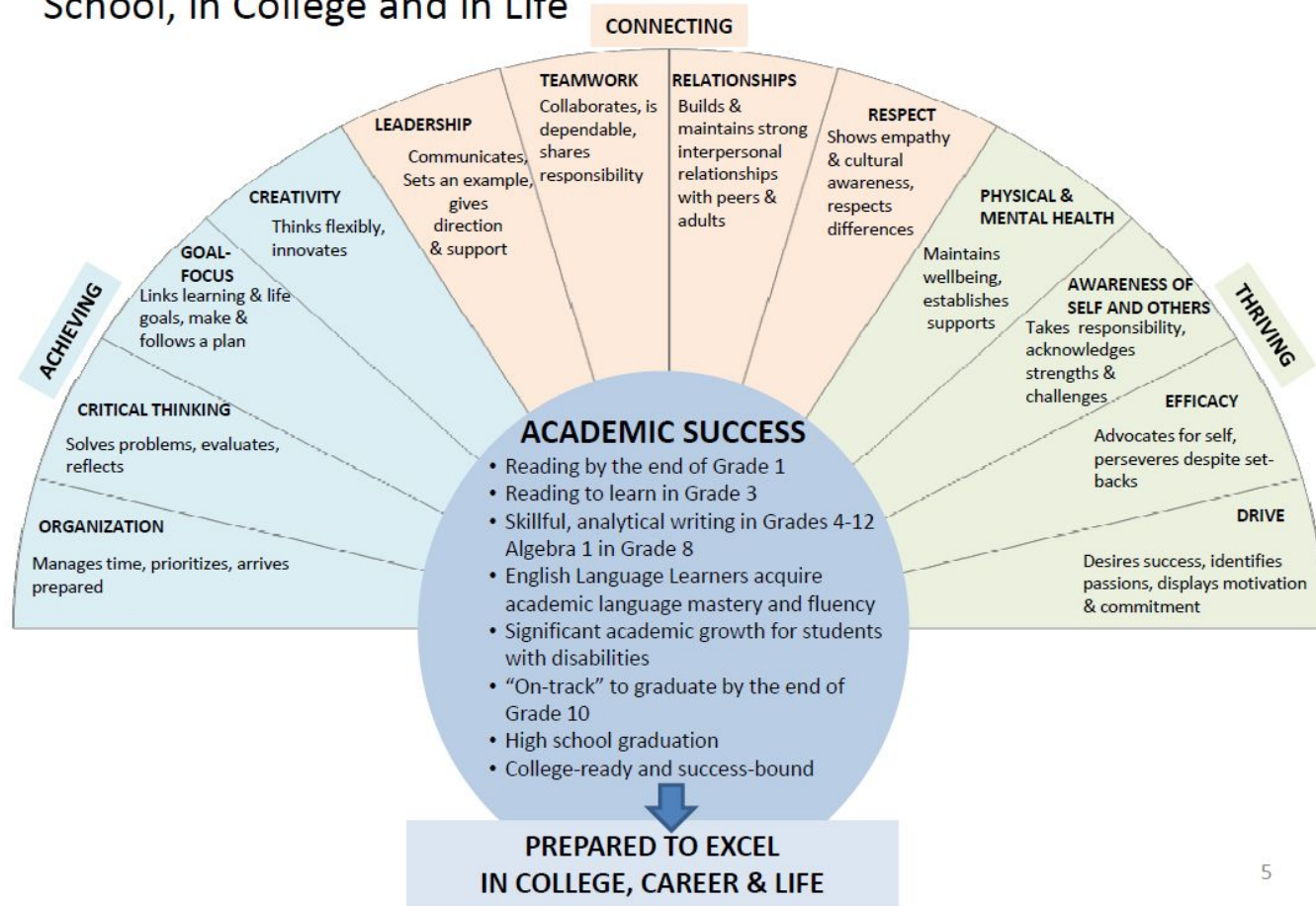
Megan Pratt
Executive Director

Sarabeth Gordon
Education Director

Ariel Egan
Educator



Achieving, Connecting and Thriving Skills Prepare Students to Excel in School, in College and in Life





**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF PENSACOLA PARKS AND RECREATION DEPARTMENT
AND
MESS HALL PENSACOLA, INC.**

This Memorandum of Understanding (“MOU”) is made and entered into this _____ day of _____, 2025 (“**Effective Date**”), by and between the City of Pensacola Parks and Recreation Department (the “**City**”), a Florida municipal corporation created and existing under the laws of the State of Florida, located at 222 W. Main Street, Pensacola, Florida 32502, and The Pensacola MESS Hall, Inc. (“**Activity Program Provider**”), a Florida not-for-profit corporation, located at 418 E. Wright St., Pensacola, Florida 32501 (the City and Activity Program Provider collectively referred to hereinafter as the “**Parties**”).

WITNESSETH

WHEREAS, the City is committed to providing space for a youth services program that will benefit and enrich children through educational support; and

WHEREAS, the Activity Program Provider is a non-profit, community-based program for children and families; and

WHEREAS, the City owns property located at 111 Berkley Drive, Pensacola, FL 32503, known as the Woodland Heights Resource Center; (the “**Facility One**”); and

WHEREAS, the City owns property located at 900 N F Street, Pensacola, FL 32501, known as the Fricker Resource Center; (the “**Facility Two**”); and

WHEREAS, the Parties desire to collaborate to offer an educational enrichment program designed to increase knowledge and understanding of scientific principles for children ages **ten (10) to twelve (12)** by providing education related to math, engineering, and science at the Facilities; and

WHEREAS, the Parties desire to enter into this MOU to memorialize and establish the specific responsibilities of both Parties for the youth programming;

NOW, THEREFORE, in consideration of the mutual terms and conditions, the receipt and sufficiency of which is hereby acknowledged, the City and the Activity Program Provider agree as follows:

SECTION 1 PURPOSE OF MOU

1.1 Recitals. The recitals contained in the preamble of this MOU are declared to be true and correct and are hereby incorporated into this MOU.

- 1.2 **Purpose.** The purpose of this MOU is to establish the specific responsibilities of the Parties in offering a youth services program at the Facility.

SECTION 2 ACTIVITY PROGRAM PROVIDER RESPONSIBILITIES

- 2.1 **Maintenance of Appropriate Programming.** The Activity Program Provider's program, titled "Science Explorers After School," increases school readiness for children ages ten (10) to twelve (12) by providing hands-on activities related to math, engineering, and science. Recreational and other activities that enhance learning are strongly encouraged. The Activity Program Provider must provide any reasonable equipment required to operate an effective program.
- 2.2 **Participants.** The Activity Program Provider will ensure all youth programming participants are ages ten (10) through twelve (12) with a target participation number of no fewer than ten (10) per program session consistently.
- 2.3 **Location of Programming.** Programming will be held at the Facilities and at any other community center as identified by the City. Any request for additional use of program space must be in writing a minimum of ten (10) working days prior and additional fees may apply.
- 2.4 **Facility Use.** The Activity Program Provider will adhere to Facilities and park operating hours and closures during severe weather, due to repairs, or holidays and will ensure that all facilities used for the programming and activities are left clean and litter free and in the same condition as they were found.
- 2.5 **Staffing Requirements.** Activity Program Provider will maintain a minimum of one (1) staff member per twelve (12) participants at each location for each program session. The Activity Program Provider will submit a list of all staff, volunteers, and/or board members prior to the start of the program and submit changes to the City in an updated list throughout the term of the agreement.
- 2.6 **Cancellations.** Written notice for any cancellations must be submitted to the Facility supervisor no later than five (5) working days prior to cancellation date. The Activity Program Provider must notify the city immediately in any instance that may require multiple cancellations a month. If this occurs, approval must be provided by the City to continue the session in such a location.
- 2.7 **Programming Evaluation.** The Activity Program Provider must track the success of the program and growth of each participant through appropriate evaluative tools.
- 2.8 **Production of Required Documents.** The Activity Program Provider must provide the following: (1) an itemized budget sixty (60) days prior to the start of each session, (2) a copy of the by-laws and related operating procedures, (3) any written disciplinary guidelines for participants prior to start of the program, (4) upon request, must provide a list of annual board meeting dates and a list of board members with phone numbers, email addresses, and physical addresses, (5) upon request, must provide board meeting minutes to the City within 14 days of the occurrence of such board meeting.

2.9 Recognition of City Partnership. The Activity Program Provider must recognize the City as a partner in all Activity Program Provider programs located at the Facility and include the parks and Recreation Department logo on all publications, flyers and promotional materials that relates to the programming at the Facility.

2.10 Program Recruitment and Marketing. The Activity Program Provider must recruit for the programming through a marketing plan that is mutually developed between the Activity Program Provider and the City's Parks and Recreation Marketing Coordinator.

2.11 Notification of Accidents and Incidents. The Activity Program Provider must notify the City in writing no later than 12:00pm on the next business day after any accidents and/or incidents that require medical attention or when public safety personnel were called to assist with the situation. The notification shall include the date of the incident, the name of the injured party, and a brief description of the incident.

2.12 Maintenance of Records and Accounts. The Activity Program Provider must maintain accurate records and accounts in accordance with the terms and conditions of this MOU. The City may cause, upon reasonable notice, an audit to be made of the records and accounts such as records and accounts relate to the calculation of the amounts payable to the City.

2.13 Facility Maintenance. The Activity Program Provider must pay for any requested Facility or park maintenance which occurs outside the normal weekday operating hours for City custodial staff or park maintenance staff.

SECTION 3 CITY RESPONSIBILITIES

3.1 Provision of Facilities. The City agrees to provide spaces (such as the Facilities and other locations deemed appropriate by the City) for the youth programming provided by The Activity Program Provider. However, as continuous growth may impact the City's ability to offer additional space, growth of the programming must be managed and coordinated with the City. Programming and Activities will be subject to inspection and reviewed by City staff quarterly to determine continued allocation of space.

3.2 Program Recruitment and Marketing. The City agrees to collaborate with the Activity Program Provider to develop a comprehensive marketing and recruitment plan that includes, but is not limited to, promotion in the City's quarterly program guide and on the Play Pensacola website.

3.3. Facility Inspection and Maintenance. The City agrees to inspect all City owned assets annually and provide routine maintenance as the City sees fit.

SECTION 4 LIABILITY AND INDEMNIFICATION

4.1 Liability Insurance. The Activity Program Provider must provide proof of commercial general liability insurance with a minimum liability limit of \$1,000,000 per occurrence and in the aggregate. The City of Pensacola must also be listed as an "additional insured" on the policy. Certificate holder shall read: City of Pensacola; c/o Parks and Recreation Department, P.O. Box 12910, Pensacola, FL 32521 or to the City of Pensacola, c/o Parks and Recreation Department, 222 West Main Street, Pensacola, Florida 32503.

4.2 Indemnification. The Activity Program Provider agrees to add the City of Pensacola as a release or held harmless in any Hold Harmless Agreement included as part of the activity participation and to provide to the City upon request. The Activity Program Provider agrees to fully indemnify, defend and hold harmless the City of Pensacola, its officers, agents, employees and volunteers from and against all actions, damages, costs, liabilities, claims, losses, judgments, penalties and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by the city of Pensacola's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "**Liabilities**"), to which any or all of them may be subjected, to the extent such Liability are caused by or result from any negligent act or omission or willful misconduct of the Activity Program Provider in connection with its use of the Facility. This includes any damage to or theft of the Activity Program Provider property stored or left on City of Pensacola property. This shall be a continuing release and shall remain in effect until revoked in writing.

SECTION 5 MISCELLANEOUS PROVISIONS

5.1 Term. This MOU will remain in effect through May 31, 2026 and may only be amended in writing as agreed to by both parties. Whenever there is a change in leadership within the Activity Program Provider, a new MOU will be required, which must have the signature of the new Executive Director and President.

5.2 Termination. Either party may terminate this agreement for convenience upon 30 days written notice to the other. Termination for cause shall be immediate upon notification by the City and shall include, but not be limited to, fraud, lack of compliance with applicable rules, regulations, and ordinances, failure to remit proper payment, and failure to perform in a timely manner any provision of this agreement.

5.3 Governing Law. This MOU shall be governed by and construed in accordance with the laws of the State of Florida, and the Parties stipulate that venue, for any matter, which is the subject of this MOU shall be in Escambia County, Florida.

5.4 Public Records. The Parties acknowledge that this MOU and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes.

5.5 E-Verify. In compliance with the provisions of F.S. 448.095, the Parties to this MOU and any subcontractors engaged in the performance of this MOU hereby certify that they have registered with and shall use the E-Verify system of the United States Department of Homeland Security to verify the work authorization status of all newly hired employees, within the meaning of the statute.

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City of Pensacola
Parks and Recreation Department
222 West Main Street
Pensacola, Florida 32502

The Pensacola MESS Hall, Inc.

418 E Wright Street.
Pensacola, Florida 32501

Primary Contact: Megan Pratt, Executive
Director/CEO
Phone: (850)
E-Mail: megan.pratt@pensacolamesshall.org

Alternate
Phone:
E-Mail:

DC Reeves, Mayor

Date: _____

Attest: _____
Ericka Burnett, City Clerk

Approved as to substance:

Kerry Shanaghan, Parks & Recreation Director

Date: _____

Legal in form and execution:

Grace Parola, Assistant City Attorney

Date: _____

The Pensacola MESS Hall, Inc
Chief Executive Officer

Date: _____

The Pensacola MESS Hall, Inc.
President

Date: _____



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-953

Parks and Recreation Board

7/15/2025

DISCUSSION

SUBJECT:

Ryan Mattox and Michael Carro - Osceola Golf Course Restaurant/Event Space Lease

ATTACHMENTS:

1. Osceola Land Lease

LEASE

This Lease (“**Lease**”) is made this ___ day of ___, 2025, by and between City of Pensacola (hereinafter “**Landlord**”), whose post office address is PO Box 12910, Pensacola, FL 32521, and Steel Pony, LLC, a Florida limited liability company (hereinafter “**Tenant**”), whose post office address is 1712 N 58th Avenue, Pensacola, FL 32506.

Basic Terms

The following basic terms are hereby approved by the parties and each reference in this Lease to any of the basic terms will be construed to include the provisions set forth below as well as all of the additional terms and conditions of the applicable sections of this Lease where such basic terms are more fully set forth:

- a. Landlord: City of Pensacola
- b. Address of Landlord: PO Box 12910, Pensacola, FL 32521
- c. Tenant: Steel Pony LLC
- d. Address of Tenant: 1712 N 58th Avenue, Pensacola, FL 32506
- e. Operating Name of Tenant: Steel Pony Diner
- f. Leasable Area of Demised Premises: 7464 square feet of an approximately 13989 SF Building. The Demised Premises represents 53.36% of the total square footage of the Building
- g. Possession Date: September 1, 2025
- h. Commencement Date: October 1, 2025
- i. Term of Lease: Ends on September 30, 2028
- j. Base Rent: \$1500 per month
- k. Security/Damage Deposit: \$3,000.00
- l. Permitted Use of Demised Premises: Restaurant, Bar and Event Space Rental

ARTICLE I – DEMISED PREMISES

Section 1.1 Demised Premises. The premises demised and leased to Tenant hereunder shall consist of approximately 7,564 square feet (“**Demised Premises**”) located within the approximately 13,989 square foot building located at 300 Tonawanda Drive, Pensacola, FL 32506 (hereinafter called the “**Building**”). The Demised Premises is depicted in Exhibit A attached hereto. For the avoidance of doubt, the Demised Premises comes equipped with all that certain equipment and personal property listed on Exhibit B attached hereto (“**Equipment**”). Such Equipment is and shall remain the property of the City. For the avoidance of doubt, any reference to the “Demised Premises” as used herein shall further include the Equipment.

Section 1.2 Delivery. Tenant shall take possession of the Demised Premises in its “As Is” Condition on September 1, 2025. Tenant’s acceptance of and entry into possession shall be deemed its consent and agreement that all mechanical, electrical and plumbing systems servicing the Demised Premises are in proper working condition.

**ARTICLE II – TERM, COMMENCEMENT, RENT COMMENCEMENT,
EXPIRATION DATE, AND RENEWAL PERIOD**

Section 2.1 **Lease and Rent Commencement.** The initial term of this Lease (the “**Initial Term**”) shall commence on October 1, 2025 (the “**Commencement Date**”) and shall expire on September 30, 2028 (the “**Expiration Date**”), subject to extension pursuant to Section 2.2, and unless sooner terminated as herein provided.

Section 2.2 **Renewal Option.** Provided that: (i) this Lease has not been previously terminated; (ii) no Default has occurred and continued beyond applicable notice and cure periods, if any, at the time that Tenant shall exercise its right to renew this Lease or at the commencement of the Renewal Term; (iii) the originally named Tenant, or its permitted assignee, physically occupies and conducts business at the Demised Premises at the time that Tenant shall exercise its right to renew this Lease, and at the commencement of the Renewal Term; and (iv) Tenant gives written notice of its election to extend the Term of this Lease no later than nine (9) months prior to the expiration of the Initial Term, Tenant shall have one (1) option to renew this Lease for the Demised Premises for an additional term of three (3) years (the “**Renewal Term**”), which Renewal Term shall commence on the date immediately following the expiration date of the Initial Term. The Base Rent payable during the Renewal Term shall be determined in accordance with the terms set forth in Article 3, and all other terms, covenants, conditions, provisions and agreements of this Lease, including, but not limited to, the provisions for Additional Rent, shall be applicable during the Renewal Term, except that Landlord shall have no obligation whatsoever to make any alterations, additions or improvements to the Demised Premises in connection with the Renewal Term or to provide funds to Tenant for such purposes. In the event Tenant does not timely exercise the option to renew this Lease, or if Tenant is otherwise disqualified from exercising such option, then such option and any succeeding option shall become null and void and be of no further force or effect. The Initial Term and Renewal Term(s), if any, shall collectively be referred to as the “Term.”

ARTICLE III - RENT

Section 3.1 **Base Rent.** Beginning on the Possession Date and continuing on or before the first day of each successive calendar month during the Term of this Lease, Tenant shall pay to Landlord base rent in the amount of \$1,500 per month, along with all applicable sales and use taxes as may be payable in relation thereto (“**Base Rent**”). Such Base Rent shall be paid promptly when due, without notice or demand therefor, and without any abatement, deduction or set-off for any reason whatsoever, except as may be expressly provided in this Lease.

Section 3.2 **Additional Rent.** In addition to the Base Rent and beginning on the Possession Date and continuing on or before the first day of each successive calendar month during the Term of this Lease, Tenant shall pay to Landlord (1) 8% of all gross sales over \$18,750 made by Tenant at or relating to its use of the Demised Premises, and (2) 50% of all gross revenue received for event space rentals, during the immediately preceding calendar month (“**Additional Rent**”). Such Additional Rent shall be paid promptly when due, without notice or demand therefor, and without any abatement, deduction or set-off for any reason whatsoever, except as may be expressly provided in this Lease, and shall be accompanied by documentation reasonably

acceptable to Landlord demonstrating the accuracy of such payment. Payment for Additional Rent accrued during the final month of the Lease Term shall be delivered to Landlord within 30 days following expiration of the Lease Term. In furtherance of Tenant's obligations in this Section, Landlord shall have the right inspect and audit Tenant's books and records, at no cost to Landlord, upon reasonable notice to Tenant, but no more than twice each calendar year.

Section 3.3 Insurance Premium Reimbursement. In addition to the Base Rent and Additional Rent, Tenant shall pay Landlord's hazard and liability insurance expenses (the "**Insurance Premium**") in monthly installments plus sales tax commencing with the Possession Date, in amounts initially estimated by Landlord, one (1) such installment being due on the first day of each full or partial month during the Lease Term. Upon written notice from Landlord to Tenant, such monthly installments shall increase or decrease from time to time to reflect the then current amount of any Insurance Premium due. When the actual amount of any such Insurance Premium is obtained by Landlord, Landlord will notify Tenant of such actual amount in writing, and of any excess or deficiency in the amount theretofore paid by Tenant as its share of such Insurance Premium. Any such excess will be credited to Tenant's account with Landlord. Tenant will pay the amount of any deficiency to Landlord within thirty (30) days following Landlord's written notice thereof. Tenant acknowledges and stipulates that Landlord has made no representations or agreement of any kind as to the total dollar amount of such Insurance Premium, actual or estimated, or Tenant's dollar share thereof. Hereinafter, the Base Rent, Additional Rent, Insurance Premium and any other amounts payable by Tenant under this Lease may collectively be referred to as "Rent."

Tenant shall neither use the Demised Premises nor permit the Demised Premises to be used or acts to be done therein which will: (a) increase the premium of any insurance described in this Article; (b) cause a cancellation of or be in conflict with any such insurance policies; (c) result in a refusal by insurance companies of good standing to insure the Building or the Demised Premises in amounts reasonably satisfactory to Landlord; or (d) subject Landlord to any liability or responsibility for injury to any person or property by reason of any operation being conducted in the Demised Premises. Tenant shall, at Tenant's expense, comply as to the Demised Premises with all insurance company requirements pertaining to the use of the Demised Premises. Tenant shall comply with all rules, orders, regulations or requirements of the American Insurance Association (formerly the National Board of Fire Underwriters) and with any similar body.

Section 3.4 Late Payments and Late Charges. Notwithstanding anything contained herein, in the event that Landlord does not receive any installment of Rent as and when due, then, in addition to all other remedies of Landlord, Tenant will be subject to and liable for (1) a charge (a "**Late Charge**") equal to ten percent (10%) of the amount that is late, and (2) interest on all such late Rent at the "Lease Interest Rate" (as hereinafter defined), calculated from the due date thereof until paid which shall be due and payable to Landlord immediately as Rent. .

Section 3.5 Dishonored Checks. Tenant shall promptly pay to Landlord upon notice thereof the fee of Fifty and No/100 Dollars (\$50.00) for costs incurred by Landlord for any dishonored check tendered by Tenant. In the event two (2) or more checks submitted by Tenant are dishonored for any reason whatsoever (except bank error) in any consecutive twelve (12)

month period, Landlord in its sole discretion may require all payments made for the next consecutive twenty-four (24) month period thereafter by Tenant to Landlord to be by certified or bank check. In such event, and during such twenty-four (24) month period, Landlord may refuse to accept a check that is not a certified or bank check and such noncertified or non-bank check submitted to Landlord shall not be deemed payment tendered to Landlord.

ARTICLE IV - REAL ESTATE TAXES

For each Lease Year during the Term of this Lease, Tenant shall, at its sole cost and expense, pay as and when due all taxes, assessments and other governmental levies and charges, general and special, ordinary and extraordinary, unforeseen as well as foreseen of any kind and nature whatsoever, which are assessed, levied, confirmed, imposed or become due and payable in relation to the use or occupation of the Leased Premises or the personal property contained therein of, during the Term of this Lease.

ARTICLE V - UTILITIES

Landlord shall make available to the Demised Premises all existing facilities (including pipes, conduits and cables ready for hookup) for water, gas, electricity, sewerage, telephone, cable and other utility for use in the Demised Premises. If Tenant shall require additional utility capacity than as provided by Landlord, Tenant shall, subject to the provisions of Article XVI (including the requirement for Landlord's consent thereto), install such additional capacity at Tenant's expense. Tenant shall arrange with the public utility companies servicing the Building for providing services. Tenant shall pay directly to the utility company or governmental agency or authority, as the case may be, for gas, electricity, waste management, and other public utilities, and for janitorial services supplied or furnished to the Demised Premises from and after the Possession Date, and during the Term.

ARTICLE VI - INSURANCE

Section 6.1 Insurance Required of Tenant. Tenant shall maintain during the Term the following coverage:

(a) Commercial general liability insurance covering operations and products with a limit of not less than One Million Dollars (\$1,000,000.00) per occurrence and a general aggregate and products aggregate of not less than Two Million Dollars (\$2,000,000.00) for injury or loss occurring upon, in, or about the Demised Premises and contractual liability assumed under this Lease.

(b) Physical Damage Insurance covering (i) all furniture, trade fixtures, equipment, merchandise and all other items of Tenant's property on the Demised Premises installed by, for, or at the expense of Tenant, (ii) any improvements made by Tenant, and (iii) all other improvements, alterations and additions to the Demised Premises. Such insurance shall be written on an "special form" cause of physical loss or damage basis, for the full replacement cost value new without deduction for depreciation of the covered items and in amounts that meet any coinsurance clauses

of the policies of insurance and shall include a vandalism and malicious mischief endorsement, sprinkler leakage coverage.

(c) Workers' Compensation Insurance, in statutorily required amounts.

(d) Employer's Liability Insurance, in statutorily required amounts.

(e) If alcoholic beverages are furnished, sold, or consumed on the Demised Premises, Tenant shall maintain or cause vendor(s) operating upon the Demised Premises to maintain liquor liability insurance including coverage for bodily injury and property damage arising out of the furnishing of alcoholic beverages. Minimum limits for this coverage are \$2,000,000 each common cause and in the aggregate. When alcoholic beverages are to be furnished, sold or consumed at the Demised Premises, the licensee/operator/business owner shall not furnish, or sell to or permit its employees, servants, subcontractors, or agents to furnish or sell alcoholic beverages to, or to allow such alcoholic beverages to be consumed by any person who is not of lawful drinking age and shall take reasonable actions necessary to avoid serving any person habitually addicted to the use of any or all alcoholic beverages, or any person who is, or who would reasonably be expected to be intoxicated.

(f) The minimum limits of policies of insurance required of Tenant under this Lease shall in no event limit the liability of Tenant under this Lease. Such insurance shall (i) name Landlord, Landlord's agent and any other party it reasonably specifies, as an additional insured by endorsement; (ii) specifically cover the liability assumed by Tenant under this Lease, including, but not limited to, Tenant's obligations under this Article; (iii) be issued by an insurance company having a rating of not less than A XIII in Best's Insurance Guide and licensed to do business in the State of Florida; (iv) be primary insurance as to all claims thereunder and provide that any insurance carried by Landlord is excess and noncontributing with any insurance requirement of Tenant; (v) provide that said insurance shall not be canceled or coverage changed unless thirty (30) days' prior written notice shall have been given to Landlord and any mortgagee of Landlord; (vi) contain a cross liability endorsement or severability of interest clause acceptable to Landlord and (vii) contain a waiver of subrogation endorsement in favor of Landlord. Tenant shall deliver duplicate copies of said policy or policies or original certificates thereof to Landlord on or before the date upon which Tenant shall enter the Demised Premises and at least thirty (30) days before the expiration dates thereof.

ARTICLE VII - TENANT'S INDEMNIFICATION

Section I.1 Tenant shall indemnify and save harmless Landlord from and against any and all liability, claim, cost, expense, damage, penalties or judgments, and reasonable attorneys' fees and other expenses incident to litigation, arising from: (i) any breach, non-performance or violation by Tenant, or Tenant's agents, employees, contractors, licensees or invitees of any covenant or provision of this Lease; or (ii) injury to person or property sustained on or about the Demised Premises or the Building resulting from any act or acts or omission or the carelessness, negligence or improper conduct of Tenant or Tenant's agents, employees, licensees, contractors, or invitees; or (iii) any occurrence in, upon, at or from the Demised Premises, or the occupancy, condition or use of the Demised Premises, except to the extent that any such injury results from

Landlord's willful misconduct or gross negligence. Tenant shall, at its own cost and expense, defend any and all suits or actions (just or unjust) which may be brought against Landlord or in which Landlord may be impleaded with others upon any such above-mentioned matter. Notwithstanding the foregoing, Tenant shall not be required to indemnify Landlord to the extent of any injury, loss or damage to any person or property in or about the Building, arising from the willful misconduct or gross negligence of Landlord, its employees, agents, contractors, licensees, invitees and/ or employees.

Section 7.2 Tenant further covenants and agrees to pay, and to indemnify Landlord against, all reasonable costs, expenses and charges, including, but not limited to, attorneys' fees and other expenses incident to litigation, incurred in obtaining possession of the Demised Premises after default by Tenant or upon the expiration or earlier termination of the Term hereof, or in enforcing any covenant or agreement of Tenant herein contained.

ARTICLE VIII - WAIVER OF SUBROGATION

Section 8.1 Tenant hereby waives and releases any and all rights of action against Landlord which may hereafter arise for damage to or destruction of the Building, to or of the Demised Premises or to or of property in and contents of the Demised Premises or the Building, resulting from fire or other casualties of the kind covered by the policies actually carried or required to be carried hereunder, irrespective of the cause thereof, to the extent of said insurance carried or required to be carried, whichever is greater. Each policy of such insurance maintained by Tenant shall contain a waiver of subrogation in favor the Landlord, so long as such waiver is obtainable.

ARTICLE IX - USE OF DEMISED PREMISES

Section 9.1 Permitted Use. Tenant shall use the Demised Premises solely as, and for no other purposes than a retail operation of a typical Restaurant, Bar & Event Space (the "**Permitted Use**"). Tenant shall not be permitted to use the Demised Premises for any other purpose whatsoever. The Permitted Use shall be conducted in compliance with all applicable laws, rules, regulations, ordinances and requirements of all applicable governmental authorities having jurisdiction hereof (collectively, "**Laws**"). Tenant shall in all respects comply with the requirements and/or conditions associated with its obtaining and maintaining of any and all required governmental permits, certificates or approvals regarding its use and occupancy of the Demised Premises. The name, logo and menu used in operation of the Demised Premises shall be subject to Landlord's prior written approval, which approval will not be unreasonably withheld, conditioned or delayed.

Section 9.2 Waste Management/Rubbish. Tenant shall handle and dispose of all rubbish, garbage and recyclable materials from Tenant's operations in accordance with regulations established by Landlord, at Tenant's sole cost and expense, shall arrange for the disposal of Tenant's rubbish, garbage and recyclable materials. Tenant shall not permit the accumulation or burning of any rubbish or garbage in, on or about any part of the Demised Premises or the Building. All rubbish and garbage shall be concealed in metal containers in locations designated by Landlord.

**ARTICLE X - COMPLIANCE WITH LAWS;
ENVIRONMENTAL, AND OTHER APPLICABLE LAWS**

Section 10.1 Compliance with Laws. Throughout the Term, Tenant shall maintain the Demised Premises in a safe, clean, careful and proper manner. Tenant shall comply with all Laws, present or future, of any governmental authority whether federal, state, county or municipal, or any political subdivision of any of the foregoing which may exercise jurisdiction over the ownership, operation or maintenance of the Demised Premises or the Building; provided, however, that in complying with such Laws and documents, Tenant shall not be required to make structural alterations to the Demised Premises unless same are required as a consequence of Tenant's use of the Demised Premises. If, as a consequence of Tenant's use or occupation of the Demised Premises, any improvements are required to comply with any such Law, regulation, rule or document, Tenant shall, subject to the provisions of Article XVI (including the requirement for Landlord's consent thereto), promptly install and maintain the same at its sole cost and expense. Tenant shall, throughout the Term, comply with any and all requirements of Landlord's insurance company or of Tenant's insurance company as same may relate to Tenant's use or occupation of the Demised Premises.

Section 10.2 Hazardous Material. Tenant shall not cause or permit any Hazardous Material, as defined below, to be brought upon, kept or used in or about the Demised Premises by Tenant, its agents, employees, contractors or invitees. Tenant shall at all times comply with all applicable environmental laws. The foregoing, de minimus quantities of Hazardous Material customarily used in the conduct of Tenant's particular business may be used at the Demised Premises provided that such use is at all times in compliance with the manufacturer's instructions therefor and all applicable Laws; further provided, however, that in no event may any dry-cleaning services or processes ever be performed on site or in the Demised Premises. Tenant shall not discharge, leak or emit, or permit to be discharged, leaked or emitted, any material into the atmosphere, ground, sewer system, or any body of water, if that material (as is reasonably determined by the Landlord or any governmental authority) does or may pollute or contaminate the same, or may adversely affect (1) the health, welfare or safety of persons, whether located on the Demised Premises, the Building, or elsewhere, or (2) the condition, use or enjoyment of the Demised Premises, the Building or any other real or personal property. If Tenant breaches any of the covenants contained herein, in addition to being a default under this Lease, Tenant shall be liable to Landlord for all damages resulting therefrom, and Tenant shall indemnify, defend and hold Landlord harmless from any and all claims, judgments, penalties, fines, costs, liabilities or losses, including, without limitation, diminution in value of the Demised Premises or the Building, damages for the loss or restriction on use of rentable or usable space or of any amenity of the Demised Premises or the Building, damages arising from any adverse impact on marketing of space in the Building, any personal injury (including wrongful death) or property damage (real or personal), and sums paid in settlement of claims, attorney's fees, consultant fees and expert fees which arise during or after the Lease Term as a result of such breach or as a result of any contamination caused or permitted by Tenant. This indemnification includes, without limitation, costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work required by any Federal, state or local governmental agency or political subdivision or by the holder of any mortgage encumbering the Demised Premises or the

Building. Tenant shall promptly take all actions at its sole expense as are necessary to return the Demised Premises or the Building to the condition existing prior to the introduction of any hazardous material to the Demised Premises or the Building by Tenant, its agents, invitees, contractors or employees; provided that Landlord's approval of such action shall first be obtained. The provisions of this Section shall be in addition to any other obligations and liabilities Tenant may have at law or equity and shall survive the transactions contemplated herein, and shall survive the termination of this Lease.

As used herein, the term "Hazardous Material" shall mean the following: (1) "Hazardous Substances", as defined by the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 43 U.S.C. Sec. 9601 et seq.; (2) "Hazardous Wastes", as defined by the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. Sec. 6901 et seq.; (3) any other wastes, pollutant or contaminant or hazardous, dangerous or toxic chemicals, materials or substances within the meaning of any other applicable Federal, state or local law, regulations, ordinance or requirement (including consent decrees and administrative orders) relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or materials, all as amended or hereafter amended; (4) more than 7 gallons of crude oil or distillate thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute); (5) any radioactive material, including any source, special nuclear or by-product material as defined at 42 U.S.C. Sec. 2011 et seq., as amended or hereafter amended; (6) the asbestiform varieties of chrysotile, crocidolite, amosite, anthophyllite, tremolite or actinolite, or asbestos in any other form, in any condition; and (7) toxic mold.

ARTICLE XI - COVENANT OF AUTHORITY AND QUIET ENJOYMENT

Section 11.1 Landlord has full right and power to execute and perform this Lease. Landlord represents and warrants that the execution of this Lease, compliance with the terms hereof and occupation of the Property by Tenant will not conflict with, cause a breach of or constitute a default under the terms of any agreement or instrument to which Landlord is a party.

Section 11.2 Landlord covenants and agrees that in the event Tenant shall perform all covenants and agreements herein stipulated to be performed on Tenant's part, Tenant shall at all times during said term have the peaceable and quiet enjoyment and possession of the Property and easement rights herein granted, without any manner of let or hindrance from Landlord or any other person or persons. Notwithstanding the forgoing or anything in this Lease to the contrary, Landlord shall have the right upon no less than 10 days' written notice to Tenant, to the exclusive use of the Demised Premises free of charge for special events, so long as such use by Landlord does not conflict with a confirmed and pre-scheduled special event by Tenant at the Demised Premises.

ARTICLE XII - INTENTIONALLY DELETED

ARTICLE XIII - ASSIGNMENT AND SUBLETTING

Tenant shall not, either voluntarily or involuntarily, by operation of law or otherwise, assign, transfer, mortgage or otherwise encumber this Lease, or sublet the whole or any part of the Demised Premises, or permit the Demised Premises or any part thereof to be occupied by others without the express written consent of Landlord, which consent shall be in Landlord's sole

ARTICLE XIV - SIGNS

Subject to the provisions of Article XVI (including the requirement for Landlord's consent thereto) Tenant may, at its sole cost, install or place signage on the exterior of the Building to the extent permitted by applicable Laws (collectively "**Exterior Signage**"), upon which Tenant may display its business name. All Exterior Signage shall be in compliance with all applicable Laws. Landlord makes no representation or warranty as to the type of Exterior Signage permitted by applicable Laws.

ARTICLE XV – MAINTENANCE AND REPAIRS/ LANDLORD'S RIGHT TO PERFORM

Section 15.1 During the Term, Tenant shall, at its sole cost and expense, keep the Demised Premises clean and in good order and condition. Among other things, and subject to the provisions of Article XVI (including the requirement for Landlord's consent thereto), Tenant shall be solely responsible to:

- (i) maintain, repair, and replace the heating, ventilating and air-conditioning equipment serving the Demised Premises (the "**HVAC System**"),
- (ii) maintain general comprehensive liability insurance (including, without limitation, umbrella coverage), fire and casualty insurance, sign insurance and any other insurance required by Tenant under the provisions of Article VII;
- (iii) maintain and repair all ceilings, walls and plate glass doors and windows, if any, which comprise the Demised Premises;
- (iv) maintain, repair and replace any utility, sprinkler, sanitary and/or plumbing lines, fixtures, equipment or other infrastructure within or servicing the Demised Premises; and
- (v) repair, paint, maintain the Demised Premises in a first-class manner and replace any of Tenant's permitted signs and sign equipment.

Section 15.2 Landlord's Right to Perform Tenant's Work and Tenant's Maintenance and Repair Obligations. All repairs and replacements performed by Tenant pursuant to this Article XV shall be performed in a good and workmanlike manner and in conformity with all Laws. With respect thereto, Tenant shall, at its expense, obtain all necessary permits and approvals required in connection therewith. Notwithstanding the foregoing, in recognition of the need for Landlord to maintain strict control of the appearance of the Building, (including, without limitation, interior portions of tenant spaces), as well as ensuring that the maintenance and repair obligations of all tenants and occupants are adhered to, Landlord may, upon ten (10) business days prior written notice to Tenant, elect to perform:

- (i) some or all of the obligations of Tenant contained in this Article XV;
- (ii) any alterations, improvements or installations to the Demised Premises which are desired or required in accordance with the provisions of Article XVII; or
- (iii) any restoration or repair which is required in accordance with the provisions of Article XXI.

In any such event, 115% of all reasonable costs and expenses thereby incurred by Landlord shall be paid or reimbursed, as the case may be by Tenant within thirty (30) days following receipt of an invoice therefor by Tenant. Any and all such payments shall constitute Rent hereunder.

Section 15.3 Landlord, and its agents and employees, shall not be liable or responsible for any damage or injury to any property of Tenant, or to any of Tenant's agents, employees, customers, licensees, invitees or contractors arising from or out of any breakage, stoppage or leakage or pipes, conduits and cables or any other occurrence, in, upon or at or from the Demised Premises, or the occupancy, condition or use of the Demised Premises or the Building, unless caused in whole or in part by the gross negligence of Landlord, its agents or employees.

Section 15.4 Tenant shall not enter upon or use the roof of the Building for any purpose, without Landlord and the Association's prior written consent, in its sole and absolute discretion. To the extent that Landlord grants its written consent for Tenant to enter upon the roof, Tenant shall not take any action which would violate or void any roof warranties, and no penetrations of the roof or work conducted by Tenant on the roof shall be performed without Landlord's prior consent, which may be withheld in Landlord's sole discretion. In the event that Tenant enters upon the roof of the Building without Landlord's prior written consent or otherwise makes any installation or roof penetration or performs any other activity on the roof without such consent in violation of the terms and conditions of this Section 15.4, then, in addition to all other rights and remedies of Landlord hereunder, from and after the date of such violation, Tenant shall be deemed to have assumed any and all liability for the maintenance, repair and replacement of the roof and roof systems.

ARTICLE XVI – ALTERATIONS

Section 16.1 Notwithstanding anything in this Lease to the contrary, Tenant shall not make any alterations or improvements to the Demised Premises without in each instance first obtaining Landlord's written consent, which consent shall not unreasonably be withheld, in its sole and absolute discretion. No alteration, improvement, installation or addition made by Tenant shall endanger or impair the structure of, or decrease the value, utility or cubic area of, the Demised Premises or the Building.

Section 16.2 All alterations, improvements or installations made or done by Tenant in, on or to the Demised Premises or any parts or facilities thereof shall be done in a good and workmanlike manner and in conformity with all Laws, and with all necessary governmental permits or authorizations and in accordance with plans and specifications approved in writing by Landlord. The originals or certified copies of all such approvals, authorizations, and permits, and upon completion of any alteration, addition or improvement, a complete set of reproducible "as

built drawings” shall be delivered to and retained by Landlord. All alterations, additions, and improvements made hereunder by Tenant shall be performed in a first-class workmanlike manner. At all times when any such work is in progress, Tenant shall maintain or cause to be obtained adequate worker's compensation insurance covering all persons employed in connection with the work.

Section 16.3 Any and all alterations, improvements or installations made in, to or upon the Demised Premises by Tenant or Landlord (but not Tenant’s furniture, lighting fixtures, trade fixtures and movable trade equipment, counters and shelving or signs installed by Tenant) shall be surrendered with the Demised Premises as part thereof at the expiration or other termination of the term of this Lease, however, Landlord may require that Tenant remove any improvements or alterations installed in violation of the terms of this Lease. Prior to surrender of possession, Tenant shall remove all personal property and surrender the Demised Premises in good broom clean condition, free and clear of all Hazardous Substances and violations of applicable Laws.

Section 16.4 Tenant agrees to indemnify and save harmless Landlord against and from any and all claims for injury, loss or damage to person or property caused by or resulting from the work in connection with any alterations, improvements, installations or additions in, to or upon the Demised Premises made by Tenant or by anyone claiming under Tenant.

ARTICLE XVII - INTENTIONALLY DELETED

ARTICLE XVIII - LANDLORD’S ACCESS

In addition to its rights of use outlined in Article XI above, Landlord shall have the right, during reasonable business hours and without unreasonable interference with the operation of the business conducted therein, and upon not less than twenty-four (24) hours’ written notice to Tenant, to enter upon the Demised Premises for the purpose of inspecting same, or making repairs and replacements thereto or therein or exhibiting the same to prospective purchasers or mortgagees of the Building or the Demised Premises. Without limiting the foregoing, Landlord shall also have the right, in the event of an emergency, to enter the Demised Premises at such time or times as shall be required by such emergency upon such telephone or other notice to Tenant as shall be practicable under the circumstances.

ARTICLE XIX - DEFAULT PROVISIONS AND LANDLORD REMEDIES

Section 19.1 Default. The occurrence of any one or more of the following events shall constitute a default (“**Default**”) of Tenant under this Lease:

(i) Tenant shall fail to pay any installment of Basic Rent or Additional Rent or other sums due under this Lease within five (5) business days of written notice that same is past due;

(ii) Tenant shall fail to observe or perform any of the covenants, terms and conditions contained in this Lease on Tenant's part to be observed or performed (other than the covenants covered by subsection (i) above), and such failure shall continue and not be cured for a period of thirty (30) days after written notice to Tenant by Landlord; or if more than thirty (30) days is reasonably required to cure such failure with reasonable diligence, Tenant shall not have promptly

commenced to correct the same within thirty (30) days after such written notice from Landlord, or shall, having promptly commenced to correct such failure, thereafter fail to pursue the same to completion with reasonable diligence within ninety (90) days;

(iii) Tenant shall have recorded or attempted to record this Lease or a memorandum of this Lease;

(iv) Tenant shall file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent or shall file any petition or answer seeking any reorganization, arrangement, recapitalization, readjustment, liquidation or dissolution or similar relief under any present or future bankruptcy Laws of the United States or any other country or political subdivision thereof (collectively, "**Bankruptcy Relief**"), or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of all or any substantial part of its properties, or shall make an assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due;

(v) if within sixty (60) days after the commencement of any proceedings against Tenant seeking any Bankruptcy Relief, such proceedings shall not have been dismissed, or if, within sixty (60) days after the appointment, without the consent or acquiescence of Tenant, or any trustee, receiver or liquidator of Tenant or of all or any substantial part of its property, such appointment shall not have been vacated or stayed on appeal or otherwise, or if, within sixty (60) days after the expiration of any such stay, such appointment shall not have been vacated;

(vi) Tenant shall (a) fail to take possession of the Demised Premises; (b) fail to continuously operate its business in the Demised Premises; (c) abandon or vacate the Demised Premises prior to the expiration of the term hereof; (d) Tenant shall suffer or permit any execution, attachment or other similar process to issue against or affect a substantial portion of its property or assets, or suffer or permit the Demised Premises to be taken and/or occupied or attempted to be taken and/or occupied by one other than Tenant or a taking authority; (e) Tenant shall remove or attempt to remove its goods or property from the Demised Premises, other than in the ordinary course of its business; or (f) Tenant shall effect or attempt to effect an hypothecation, mortgage, transfer and/or assignment of this Lease and/or sublet, lease and/or otherwise permit the Demised Premises to be occupied by someone other than Tenant, except as herein provided.

Section 19.2 Landlord's Remedies. Upon the occurrence of a Default, Landlord shall have the right to do any one or more of the following as often as required, subject to Tenant's right to cure any Default as provided herein:

(i) Landlord may immediately or at any time thereafter enter upon the Demised Premises, with or without terminating this Lease, and do any and all acts Landlord may deem necessary, proper or convenient to cure such Default, for the account of and at the expense of Tenant, and Tenant agrees to pay Landlord, upon demand as Additional Rent, all damages and/or reasonable expenses incurred by Landlord in so doing;

(ii) Landlord shall have the right to terminate this Lease and Tenant's right to possession of the Demised and, discontinue furnishing of utilities and services to the Demised Premises, take possession of the Demised Premises pursuant to legal process and remove Tenant, any occupant and any property therefrom, and distrain upon and sell any such property, without being guilty of trespass and without relinquishing any rights of Landlord against Tenant; and

(iii) If this Lease is terminated by Landlord pursuant to Article XIX, Tenant nevertheless shall remain liable for any Base Rent and Additional Rent then unpaid and for the unexpired

portion of the Term (together with any extension period to which Tenant is then bound by exercise of a right of renewal or otherwise) and to recover from Tenant the amount herein covenanted to be paid as Base Rent and Additional Rent and then not paid and damages which may be due or sustained prior to or following such termination, all reasonable costs, fees and expenses including, but not limited to, reasonable attorneys' fees, costs and expenses incurred by Landlord in pursuit of its remedies hereunder, or in renting the Premises to others from time to time (all such Base Rent, Additional Rent, damages, costs, fees and expenses being referred to herein as "**Termination Damages**") less the amounts, if any, which Landlord shall receive during such period from others to whom the Demised Premises may be rented, in which case such Damages shall be computed and payable in monthly installments, in advance, on the first day of each calendar month following termination of the Lease and continuing until the date on which the Term would have expired but for such termination; any suit or action brought to collect any such Damages for any month shall not in any manner prejudice the right of Landlord to collect any Damages for any subsequent month by a similar proceeding; or (b) an amount equal to the present worth (as of the date of such termination) of Base Rent and Additional Rent and not then paid (including all accelerated amounts); which, but for termination of this Lease, would have become due during the remainder of the Term, less the fair rental value of the Demised Premises, as determined by an independent real estate appraiser who is a member of the American Institute of Real Estate Appraisers (M.A.I.) named by Landlord, in which case such Damages shall be payable to Landlord in one lump sum on demand and shall bear interest at the Lease Interest Rate until paid. For purposes of this clause (b), "present worth" shall be computed by discounting such amount to present worth at a discount rate equal to one percentage point above the discount rate then in effect at the Federal Reserve Bank nearest to the location of the Building;

(iv) In addition, Landlord shall have the right to recover from Tenant all reasonable expenses of any proceedings (including, but not limited to, attorney's fees) which may be necessary in order for Landlord to enforce its remedies under this Lease, all expenses of re-renting the Demised Premises, including, but not limited to, any commissions paid to any real estate broker, advertising expenses and the costs of such repairs as Landlord in its sole judgment considers advisable and necessary for the purpose of re-renting or attempting to re-rent the Demised Premises.

Section 19.3 No act or thing done by Landlord shall be deemed to be an acceptance of Tenant's surrender of the Demised Premises, unless Landlord shall execute a written agreement of surrender with Tenant. Tenant's liability hereunder shall not be terminated by the execution of a new lease of the Demised Premises or any portion thereof by Landlord. In the event Landlord enters into any new lease for all or a portion of the Demised Premises, there shall be credited against the amount of any judgment received by Landlord in respect of Base Rent, Additional Rent or other damages all amounts then received by Landlord from such re-renting of the Demised Premises, less all costs and expenses relating to such re-renting as described in Section 19.2 above.

Section 19.4 Landlord shall credit toward, on account of its damages, any Base Rent, Additional Rent, Security Deposit or other monies received by it from Tenant or others on behalf of Tenant.

Section 19.5 In the event that Landlord does not elect to compute damages pursuant to clause (b) of Section 19.2(iii), Landlord shall make a reasonable and good faith effort to mitigate its damages by attempting to relet all or part of the Demised Premises (which may include concessions including, but not limited to, free or abated payment of Base Rent and/or Additional Rent); provided that:

(i) Landlord shall have no obligation to promote or otherwise give preference to the reletting of the Demised Premises over other rental space in the Building or any building owned by Landlord,

(ii) Landlord shall not be liable in any way whatsoever for its inability to relet the Demised Premises or for failure to collect the rent pursuant to such reletting of the Demised Premises,

(iii) Landlord shall not be required to accept as a tenant any party intending to use the Demised Premises in a manner not acceptable to Landlord or which violates any agreement to which Landlord is a party or by which it is bound,

(iv) Landlord shall not be required to lease the Demised Premises at a rent determined by Landlord to be less than its current full market value or to a tenant that does not possess adequate creditworthiness,

(v) Landlord shall not be required to enter into a lease with terms inconsistent with Landlord's leasing practices and policies or which requires alterations, improvements or other terms that are unacceptable to Landlord, and

(vi) Landlord shall not negotiate with any third party for the leasing of the Demised Premises until Landlord obtains possession of the Demised Premises.

Section 19.6 Interest. Any sums payable by Tenant hereunder, which are not paid after the same shall be due, shall bear interest from that day until paid at the Lease Interest Rate.

Section 19.7 Injunctive Relief. Landlord shall be entitled to injunctive relief in case of the violation, or attempted or threatened violation, of any covenant, agreement, condition or provision of this Lease, or to a decree compelling performance of any covenant, agreement, condition or provision of this Lease.

Section 19.8 Attorneys' Fees. In the event of any litigation between Landlord and Tenant arising under this Lease, the prevailing party shall be reimbursed by the other party upon demand for all costs, charges and expenses, including reasonable fees of attorneys, incurred by the prevailing party in such action or proceeding. Tenant shall pay to Landlord upon demand all costs, charges and expenses, including reasonable fees of attorneys and others retained by Landlord, incurred by Landlord to recover possession of the Demised Premises and/or to enforce Tenant's obligations, or to enforce any other Terms under this Lease.

Section 19.9 Landlord's Right to Cure Default. In the event Tenant is in Default or breach under this Lease or shall otherwise fail to comply fully with any of its obligations or conditions hereunder, Landlord shall have the right (but not the obligation), at its option, to cure such Default or breach, at Tenant's expense, upon twenty (20) days prior written notice to Tenant, except in the case of an emergency in which event no notice need be given. Tenant agrees to reimburse Landlord promptly, as Additional Rent, for all costs and expenses incurred as a result thereof or in connection therewith, together with interest at the Lease Interest Rate, which interest shall be

payable from the date on which Landlord makes any such payment to the date on which Tenant reimburses Landlord for such costs and expenses. Any action so taken by Landlord pursuant to this Lease shall not serve to waive or release Tenant from its performance of any obligation hereunder. Tenant shall also pay, upon demand by Landlord, all costs, charges and expenses, including reasonable fees of attorneys and others retained by Landlord, incurred by Landlord in any action or proceeding in which Tenant causes Landlord to become a party or otherwise involved.

Section 19.10 Landlord Default. Landlord shall not be in Default of any of the terms of this Lease unless Landlord shall fail to observe or perform any of the covenants, terms and conditions contained in this Lease on Landlord's part to be observed or performed, and such failure shall continue and not be cured for a period of thirty (30) days after written notice to Landlord by Tenant specifying such failure; or if more than thirty (30) days is reasonably required to cure such failure with reasonable diligence, Landlord shall not have promptly commenced to correct the same within thirty (30) days after such written notice from Tenant, or shall, having promptly commenced to correct such failure, thereafter fail to pursue the same to completion with reasonable diligence. In the event Landlord defaults under this Agreement, and fails to cure said default pursuant to any curative period provided herein, Tenant, as its sole and exclusive remedy, shall have the right to terminate this Lease with twenty (20) days' written notice, after which Tenant shall be relieved of his obligations hereunder, including the payment of all sums due hereunder from the date of default forward for the remaining term of the Lease.

ARTICLE XX - CUMULATIVE REMEDIES: NO WAIVER

Section 20.1 The specific remedies to which Landlord may resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which it may be lawfully entitled in case of any breach or threatened breach by Tenant of any provision of this Lease. The failure of Landlord to insist in any one or more cases upon the strict performance of any of the covenants hereof on Tenant's part to be performed, or to exercise any option herein contained, shall not be construed as a waiver or relinquishment for the future of such covenant or option. The receipt by Landlord of Rent with knowledge of the breach of any covenant of this Lease shall not be deemed a waiver of such breach and no provision of this Lease shall be deemed to have been waived by Landlord unless such waiver be in writing signed by Landlord. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly Rent herein stipulated shall be deemed to be other than on account of the earliest stipulated Rent, nor shall any endorsement or statement of any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy in this Lease provided.

ARTICLE XXI - DESTRUCTION OR DAMAGE BY FIRE OR OTHER CASUALTY

Section 21.1 If the Demised Premises shall be partially or totally damaged or destroyed by fire or other cause (whether or not the damage or destruction shall have resulted from the fault

or neglect of Tenant, or its employees, agents or visitors) then Landlord, to the extent of available insurance proceeds, but subject to the provisions of Section 21.5, shall repair the damage and restore and rebuild the Demised Premises with reasonable dispatch, as nearly as practicable to the condition thereof which existed as of the Possession Date (it being accepted and agreed that Tenant, and not Landlord, shall be obligated to restore the Demised Premises to the extent of any improvements and alterations made by Tenant from and after the Possession Date). During the period following any such damage or destruction, there shall be an equitable abatement of Base Rent and Additional Rent to the extent that the Demised Premises is not tenantable by Tenant. Notwithstanding anything contained herein to the contrary, in no event shall Tenant be relieved of liability or responsibility for damage or destruction resulting from the acts or neglect of Tenant or any of its sublessees or its or their employees, agents, contractors, visitors, licensees or invitees, nor shall Landlord be deemed to have waived any of its rights under this Lease or at law or in equity. Landlord shall have the right to receive all insurance proceeds from Landlord's Insurance.

Section 21.2 Landlord will not carry separate insurance of any kind on Tenant's property or any improvements or alterations made to the Demised Premises by Tenant. Landlord shall not be obligated to repair any damage thereto or restore or replace same, the repair, restoration and replacement of which shall be Tenant's responsibility and Tenant shall carry appropriate insurance thereon and on all improvements and betterments made for or on behalf of Tenant in the Demised Premises, and as otherwise required by this Lease.

Section 21.3 In the event of the termination of this Lease pursuant to Section 21.5, this Lease and the term and estate hereby granted shall expire as of the date of such termination with the same effect as if such date were the date originally set forth herein as the expiration date of the term hereof, and the Base Rent and Additional Rent payable hereunder shall be apportioned as of such date.

Section 21.4 The provisions of this Article shall be considered an express agreement governing any case of damage or destruction of the Demised Premises by fire or other casualty, and any provisions of Laws providing for a contingency in the absence of an express agreement and any other law of like import, now or hereafter in force, shall have no application to the Demised Premises and this Lease.

Section 21.5 Notwithstanding anything herein contained to the contrary, in the event that that the Demised Premises or the Building is (i) damaged more than fifty (50%) percent of the cost of replacement thereof, or (ii) shall be damaged in whole or in part during the last year of the Initial Term of this Lease or at any time during any Renewal Period, or (iii) in the event Landlord's insurance proceeds are insufficient or unavailable to permit Landlord's restoration, or (iv) in any event that prevents Landlord's restoration, then in such event, Landlord or Tenant may terminate this Lease by notice given within thirty (30) days after such event and upon the date specified in such notice, which shall be not more than thirty (30) days after the giving of said notice, this Lease shall terminate, and Tenant shall vacate and surrender the Demised Premises to Landlord and Landlord shall retain all insurance proceeds with respect thereto without claim by Tenant.

ARTICLE XXII - INTENTIONALLY DELETED

ARTICLE XXIII – NOTICES

Section 23.1 All notices, requests, consents, approvals, and other communications required or permitted under this Lease shall be in writing and shall be deemed delivered upon (i) personal delivery, (ii) deposit with a nationally recognized overnight delivery service, or (iii) transmission by email to the addresses provided below or as subsequently designated in writing by either party. Notices sent by email shall be deemed delivered on the date of transmission if sent during normal business hours, or the next business day if sent after business hours. Either party may change its address for notices and/or copies of notices by given written notice to the other party in accordance with this Article.

To Landlord:

City of Pensacola
Attention: Director of Parks and Recreation
PO Box 12910, Pensacola, FL 32521

With a copy to:

City of Pensacola
Attn: City Attorney
222 W. Main Street, Pensacola, FL 32502
Legal@cityofpensacola.com

To Tenant:

Steel Pony LLC
Attention: Kyree Whitehead
1712 N 58th Avenue, Pensacola, FL 32506
kyreewhitehead@gmail.com
steelponychef@gmail.com

ARTICLE XXIV – HOLDOVER

Section 24.1 Tenant expressly waives, for itself and for any person claiming through or under Tenant, any rights which Tenant or any such person may have under the provisions of law then in force, in connection with any holdover proceedings which Landlord may institute to enforce the provisions of this Lease. If the Demised Premises are not surrendered upon the termination of this Lease, Tenant hereby indemnifies Landlord against liability resulting from delay by Tenant in so surrendering the Demised Premises, including any claims made by any succeeding tenant or prospective tenant founded upon such delay. In the event Tenant remains in possession of the Demised Premises or the Building after the expiration of this Lease or sooner termination, Tenant, at the option of Landlord, shall be deemed to be occupying the Demised Premises either as a holdover tenant or as a tenant from month to month, at a monthly use and occupancy rate or rental, as the case may be, equal to one hundred fifty (150%) percent of the Base Rent payable during the last month of the Term, subject to all of the other terms of this Lease insofar as the same are applicable to a holdover tenant or month-to-month tenant, as the case may be. Tenant's obligations under this Article shall survive the termination of this Lease.

ARTICLE XXV-- DEFINITION OF LANDLORD

Section 25.1 The term "Landlord", whenever used in this Lease, shall mean the then owner at the time of Landlord's interest in this Lease. Each owner from time to time of the Landlord's interest in this Lease shall be liable with respect to the covenants and other obligations of Landlord hereunder (which covenants and obligations shall run with the Demised Premises only so long as such owner shall be the owner of the Landlord's interest in this Lease), and such owner shall not be so liable after any sale or other conveyance or transfer of Landlord's interest in this Lease.

Section 25.2 It is understood and agreed that, notwithstanding any other provision of this Lease, Landlord's liability under this Lease with respect to monetary claims by Tenant arising hereunder, or other claims by Tenant hereunder which may be converted into monetary claims, shall be limited to Landlord's equity interest in the Demised Premises and neither Landlord nor any stockholder, partner or principal of Landlord shall have any personal liability to Tenant arising hereunder.

ARTICLE XXVI- MISCELLANEOUS PROVISIONS

Section 26.1 In any case where either party hereto is required hereunder to do any act, a delay in the performance of such act caused by or resulting from act of God, riot, civil commotion, strikes, lock-out, acts, orders or regulations of governmental authority, acts or failure to act of the other party, fire, tornado, windstorm, adverse weather conditions or other causes beyond such party's reasonable control (collectively "**Force Majeure**"), shall not be counted in determining the time for completion of the performance of such act, whether such be herein designated as a specific date, a fixed period of time or a reasonable time. It is expressly understood and agreed, however, that the provisions of the preceding sentence shall not apply to, or operate to postpone, defer or extend or otherwise affect to make payments of Rent pursuant to this Lease.

Section 26.2 If any provision of this Lease shall be determined by a court of competent jurisdiction to be invalid, such determination shall not affect any of the other provisions of this Lease and such other provisions shall remain in force and effect. If any provision of this Lease shall be capable of two constructions, one of which would render the provision valid and the other of which would render it invalid, then such provision shall have the construction and meaning which would render it valid.

Section 26.3 If, at any time after the commencement of the term hereof, Landlord shall make written request therefor, Tenant shall, within ten (10) business days after such request, deliver to Landlord a written instrument, duly executed by Tenant, certifying, if such be the case: (i) that this Lease is in force and effect; (ii) that this Lease has not been modified, amended or supplemented or specifying the modification, amendment or supplement; (iii) that Landlord is not in default hereunder, or if it is then in default, specifying the nature of the default and whether or not the time period for curing same has expired; (iv) the date or dates through which Rent has been

paid; and (v) that there are no offsets or deductions against Rent, or if any are claimed, specifying the amount thereof and the basis therefor.

Section 26.4 This Lease, and the rights and obligations of the parties hereto, shall be interpreted and construed in accordance with the Laws of the state in which the Demised Premises are located.

Section 26.5 Landlord and Tenant each hereby represent to the other that they have dealt with no broker or brokers in connection with the negotiation, execution and delivery of this Lease, other than Landlord's dealings with Michael Carro and SVN Southland ("**Broker**"), whose fee is the responsibility of Landlord. Landlord and Tenant shall each defend and indemnify the other from and against any and all claims or demands for brokerage commissions and fees made by any party or parties whom either Landlord or Tenant are alleged to have dealt in connection herewith, other than as set forth above.

Section 26.6 The term "Lease Interest Rate" as used in this Lease shall be deemed to mean the prime rate of interest from time to time being charged by Citibank N.A. of New York, New York to its most creditworthy customers.

Section 26.7 Provided that Landlord does not eliminate Tenant's access to the Premises or unreasonably interfere with Tenant's business operations, Landlord shall have the right, from time to time during the term of this Lease, to promulgate rules and regulations or to modify or amend the rules and regulations as Landlord shall, in its sole discretion deem appropriate and necessary for the operation of the Building.

Section 26.8 To the extent permitted by applicable Law, the parties hereto waive a trial by jury on any or all issues arising in any action or proceeding between them or their successors under or connected with this Lease or any of its provisions, any negotiations in connection therewith, or Tenant's use or occupation of the Demised Premises.

Section 26.9 Unless consented to in writing by Landlord, which consent may be withheld in Landlord's sole discretion, no memorandum or short form of this Lease shall be recorded by Tenant.

Section 26.10 Tenant covenants and agrees to pay to Landlord upon demand, as Additional Rent, a sum equal to all reasonable costs and expenses (including attorneys' fees, costs of investigation and disbursements) incurred by Landlord in enforcing any or all of its rights hereunder, specifically including the cost of collecting sums due, whether or not an action or proceeding is commenced, or levying and collecting on any judgment or arbitration award in Landlord's favor.

Section 26.11 The Florida Public Records Law, as contained in Chapter 119, Florida Statutes, is very broad. As a result, any written communication created or received by Landlord will be made available to the public and media, upon request, unless a statutory exemption from

such disclosure exists. Tenant shall comply with the Florida Public Records Law in effect from time to time if and to the extent that the Florida Public Records Law is applicable to Tenant.

Section 26.12 The following disclosure is made pursuant to Section 404.056(5), Florida Statutes: “RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.”

Section 26.13 In compliance with the provisions of F.S. 448.095, the parties to this Lease and any subcontractors engaged in the performance of this Lease hereby certify that, to the extent required by Law, they have registered with and shall use the E-Verify system of the United States Department of Homeland Security to verify the work authorization status of all newly hired employees, within the meaning of the statute.

Section 26.13 This Lease is expressly contingent upon the due execution and delivery to Landlord of that certain Lease Guaranty attached to this Lease as Exhibit C by Kyree S. Whitehead, Eric Banville and Anthony Hunt.

ARTICLE XXVII - SUCCESSORS AND ASSIGNS

Section 27.1 The parties hereto hereby covenant and agree that the terms, conditions, covenants and agreements herein contained shall bind and inure to the benefit of Landlord, its successors and assigns, and Tenant, its successors and assigns, subject to the provisions of this Lease.

ARTICLE XXVIII – CAPTIONS

Section 28.1 The captions set forth below the Article number or elsewhere in this Lease are for convenience of reference only and in no way define, limit or describe the meaning, scope or intention of this Lease or of any of its provisions or in any way affect this Lease.

ARTICLE XXIX - SECURITY DEPOSIT

Prior to taking occupancy of the subject property, Tenant shall deposit with Landlord the sum of Three Thousand and 00/100 Dollars (\$3,000.00) as a “Lease Security Deposit”. This sum shall be retained by Landlord as security for performance of all of Tenant’s obligations under the terms of this Lease. If at any time Tenant defaults in any provision of this Lease, Landlord will have the right to use the deposit or as much of it as may be necessary to pay any rent in default, any expense incurred by Landlord in curing any default by Tenant, or any damages incurred by Landlord by reason of Tenant’s default. Tenant will not be entitled to interest on the security deposit.

ARTICLE XXX - FIRE EXTINGUISHER AND GREASE TRAP

Section 30.1 Fire Extinguisher. If required by code, Tenant shall install, maintain and replace as necessary a fire extinguishing system and grease filters within the hood and duct of the cooking facility which satisfies the requirements now and hereafter established by municipal codes and Landlord's property insurer and to provide Landlord with a certificate evidencing that this system has been installed. Tenant acknowledges that grease can damage the roof. Therefore, Tenant agrees to regularly clean and maintain the cooking exhaust system and ductwork (consistent with industry standards and manufacturers recommendations) in order to avoid offensive odors and to prevent damage to the roof. Additionally, Tenant shall install (and maintain and replace as necessary) any additional equipment necessary to protect Landlord's roof system from grease (e.g., a sand pan).

Section 30.2 Grease Traps. If required by code, Tenant shall install, maintain and replace as necessary grease traps immediately inside the Building and/or Demised Premises connecting all lines from the Leased Premises to the main sanitary branch as required by the Escambia County Code and/or any other governmental authority having jurisdiction over the Building and/or Demised Premises. The grease traps shall be installed in compliance with all local laws and regulations. Any upgrading to the sanitary or sewer lines necessitated by the installation of the grease traps shall be performed at Tenant's expense. Tenant shall restore any parking or landscape area disturbed in connection with the installation of these traps to a condition equal to that existing prior to the work.

ARTICLE XXXI - SURRENDER

Section 31.1 Tenant shall, upon the expiration or sooner termination of the Term of this Lease, surrender to Landlord the Building and Demised Premises, together with all alterations and replacements thereof then in the Building and Demised Premises (other than improvements required to be removed in accordance with Section 16.3), in good order, condition and repair, except for reasonable wear and tear. Title to all of Tenant's trade fixtures, furniture and equipment installed in the Building and Demised Premises shall remain in Tenant, and, upon expiration or sooner termination of the term of this Lease, the same shall be removed and any resultant damage to the Building and/or the Demised Premises shall be repaired by and at the expense of Tenant. In the event that the term of the Lease shall be terminated prior to the originally stated Expiration Date or the Expiration Date as may be extended in accordance with the terms of Article 2.2 of the Lease, as the case may be, and in addition to Tenant's obligation to remove all of Tenant's trade fixtures, furniture and equipment and pay for any resultant damage to the Demised Premises occasioned by such removal, Tenant shall also reimburse Landlord for the reasonable and necessary costs incurred by Landlord to return the Building and Demised Premises to tenantable condition, but not for the cost of remedying reasonable wear and tear to the Building and Demised Premises. The provisions of this Article shall survive the expiration or sooner termination of the term of this Lease.

ARTICLE XXXII - ENTIRE AGREEMENT

This instrument, together with the Exhibits attached hereto (all of which shall be deemed part of this Lease), contains the entire agreement and understanding between the parties hereto with respect to the lease of the Building and/or Demised Premises to Tenant. No statements, representations, prior agreements or understanding not herein set forth shall have any force or effect unless appropriate amendment is executed by all parties hereto. This Lease shall become effective only upon execution hereof by both parties hereto and delivery of a fully executed original hereof to Tenant.

[Separate signature pages follow.]

IN WITNESS WHEREOF the parties hereto have duly executed this Lease as of the date first above written, which date shall be deemed to be and shall be referred to as the date of this Lease.

Landlord:

CITY OF PENSACOLA, a Florida
municipal corporation

By: _____
D.C. Reeves, Mayor

(AFFIX CITY SEAL)

Attest:

Ericka L. Burnett, City Clerk

Approved as to substance:

By: _____
Kerry Shanaghan, Interim Parks and Recreation Director

Approved as to form:

By: _____
Adam C. Cobb, City Attorney

Lease – signature page

[A separate signature page follows.]

:

TENANT:

Steel Pony LLC

Sign _____

Print _____

Title _____

Lease – signature page

EXHIBIT A
DEMISED PREMISES

[TO BE INSERTED]

EXHIBIT B
EQUIPMENT

[TO BE INSERTED]

EXHIBIT C

LEASE GUARANTY

In order to induce the City of Pensacola (“**Landlord**”) to enter into that certain Lease Agreement dated _____, 2025 (the “**Lease**”) between Landlord and Steel Pony LLC (“**Tenant**”), and in consideration of the benefits inuring to the undersigned (collectively, the “**Guarantor**”) under said Lease, the receipt and sufficiency of which is represented by the Guarantor to Landlord to be sufficient and adequate, the Guarantor hereby unconditionally guarantees the performance of all of Tenant's obligations under the Lease, including, without limitation, the payment of rental as provided therein. This Guaranty shall remain in full force throughout the original lease term and any renewals thereof. This Guaranty shall be binding upon Guarantor and Guarantor's heirs, legal representatives, successors and assigns, and shall inure to the benefit of Landlord and its successors and assigns. If there is more than one Guarantor, the liability of each Guarantor shall be joint and several.

This Guaranty is a guaranty of payment and performance and not of collection. Guarantor hereby waives notice of acceptance of this Guaranty agreement and all other notices in connection herewith or in connection with the liabilities, obligations and duties guaranteed hereby, including notices to it of default by Tenant under the Lease, and hereby waives diligence, presentment, protest and suit on the part of Landlord in the enforcement of any liability, obligation or duty guaranteed hereby. Guarantor further agrees that Landlord shall not be first or concurrently required to enforce against Tenant or any other person, any liability, obligation or duty guaranteed hereby before seeking enforcement thereof against Guarantor, nor shall the liability of the Guarantor be affected by the insolvency, bankruptcy (voluntary or involuntary), or reorganization of Tenant, nor by the voluntary or involuntary liquidation, sale, or other disposition of all or substantially all of the assets of Tenant, or by the release of any other guarantor.

Guarantor further agrees (1) to indemnify and hold harmless Landlord from and against any claims, damages, expenses, or losses, including to the extent permitted by law, the reasonable fees of an attorney (including in-house and staff counsel), resulting from or arising out of any breach of the Lease by Tenant or by reason of Tenant's failure to perform any of its obligations thereunder, and (2) to the extent permitted by law, to pay any costs or expenses, including the reasonable fees of an attorney (including in-house and staff counsel), incurred by Landlord in enforcing this Guaranty.

The Guarantor acknowledges that Landlord may assign its rights under the Lease to an institutional investor as security for a loan to be made by such institutional investor to Landlord, and as long as any indebtedness of Landlord shall be outstanding and such assignment of the Lease shall exist, such institutional investor assignee shall be entitled to bring any suit, action or proceeding against the undersigned for the enforcement of any provision of this Guaranty, and it shall not be necessary in any such suit, action or proceeding to make Landlord a party thereto.

All existing and future advances by Guarantor to Tenant and all existing and future debts of Tenant to any Guarantor shall be subordinated to all obligations owed to Landlord under

the Lease and this Guaranty. Guarantor assumes the responsibility to remain informed of the financial condition of Tenant and of all other circumstances bearing upon the risk of Tenant's default, which reasonable inquiry would reveal, and agrees that Landlord shall have no duty to advise Guarantor of information known to it regarding such condition or any such circumstance. Landlord shall not be required to inquire into the powers of Tenant or the officers, employees, partners or agents acting or purporting to act on its behalf, and any indebtedness made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Guaranty. Each Guarantor hereby represents and warrants to Landlord that such Guarantor has received a copy of the Lease, has read or had the opportunity to read the Lease, and understands the terms of the Lease. The provisions in the Lease relating to the execution of additional documents, legal proceedings by Landlord against Tenant, severability of the provisions of the Lease, interpretation of the Lease, notices, waivers, the applicable laws which govern the interpretation of the Lease and the authority of Tenant to execute the Lease are incorporated herein in their entirety by this reference and made a part thereof. Any reference in those provisions to "Tenant" shall mean each Guarantor and any reference in those provisions to the "Lease" shall mean this Guaranty.

If any one or more of the provisions of this Guaranty shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Guaranty, and this Guaranty shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. This Guaranty shall be construed according to the laws of the state where the Leased Premises are located (the "State"). By execution hereof, the undersigned specifically consent to this choice of law designation and consent that all actions or proceedings arising directly, indirectly or otherwise in connection with, out of, related to, or from this Guaranty or the Lease shall be litigated only in the courts located in the State, and the undersigned (i) consent and submit to the in personam jurisdiction of any state or federal court locating within the State, (ii) waive any right to transfer or change the venue of litigation brought against the undersigned, and (iii) agree to service of process, to the extent permitted by law, by mail.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, AND ACKNOWLEDGING THAT THE CONSEQUENCES OF SAID WAIVER ARE FULLY UNDERSTOOD, THE UNDERSIGNED HEREBY EXPRESSLY WAIVE THE RIGHT TO TRIAL BY JURY, THE RIGHT TO INTERPOSE ANY DEFENSE BASED UPON ANY STATUTE OF LIMITATIONS, ANY CLAIM OF LACHES AND ANY SET-OFF OR COUNTERCLAIM OF ANY NATURE OR DESCRIPTION IN ANY ACTION OR PROCEEDING INSTITUTED AGAINST THE UNDERSIGNED OR ANY OTHER PERSON LIABLE ON THE LEASE.

[Separate signature pages follow.]

IN WITNESS WHEREOF, Guarantor(s) has/have caused this instrument to be executed
this ____ day of _____, 2025.

Personal Guarantor:

By: Kyree S. Whitehead, Individual Date _____

Copy of Driver's License ____ SS# _____ DOB _____

Personal Guarantor:

By: Eric Banville, Individual Date _____

Copy of Driver's License ____ SS# _____ DOB _____

Personal Guarantor:

By: Anthony Hunt, Individual Date _____

Copy of Driver's License ____ SS# _____ DOB _____

ACKNOWLEDGMENT OF INDIVIDUAL GUARANTOR

STATE OF _____)

) ss:

COUNTY OF _____)

On this _____ day of _____ 2025, before me, the undersigned, a Notary Public
in _____ and _____ for _____ the _____ Count _____ and _____ State _____ aforesaid, _____ came
_____, who is/are personally
known to me to be the same person(s) who executed the foregoing Guaranty and he/she/they
acknowledged the execution of the same as his/her/their free and voluntary act(s) and deed(s).

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official
seal in the County and State aforesaid on the day and year above written.

_____ Notary Public

My Commission expires: _____

ACKNOWLEDGMENT OF INDIVIDUAL GUARANTOR

STATE OF _____)

) ss:

COUNTY OF _____)

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PARKS PULSE

As we step into a new month, let's take a moment to reflect on everything that happened in our parks and recreation spaces. From important maintenance updates to exciting recreation programs, our team has been hard at work ensuring our community has safe, enjoyable, and engaging outdoor spaces.

Out-of-School Programs

Summer Camps

Pensacola Summer Camp offers a fun, safe, and educational experience for children ages 5-12 from June 2 to August 1. Campers enjoy a variety of activities, including arts and crafts, sports, games, and field trips, all designed to encourage learning, creativity, and social skills in a supportive environment. Each week features themed programming that keeps kids engaged while helping them build friendships and stay active throughout the summer.



Resource Center Summer Camp Snapshots

COBB • FRICKER • GULL POINT • WOODLAND HEIGHTS



STEM PROJECTS • SWIM LESSONS • FIELD TRIPS • POOL DAYS



SPORTS • DIY SNACK TIME • VISUAL ARTS • MOVIE DAYS



Resource Center Summer Camp Highlights

COBB • FRICKER • GULL POINT • WOODLAND HEIGHTS

Enrollment

Total Average weekly enrollment: 290

Estimated overall total children enrolled: 400

Past Events

- Rock Painting with the Mayor at Fricker
- Friday Funday with PPD at Fricker Center
- Fricker Summer Camp installed their rock snake at Sanders Beach
- Escambia County Sheriff's Office Mounted Unit Visits at all centers
- Woodland Field Trip to Zoo, partnered with ECAT

Upcoming Events

- Woodland Heights Summer Camp installing their rock snake at Bill Gregory Park
- Gull Point Summer Camp installing their rock snake at Belvedere Park
- Friday Fundays with PPD at Cobb, Gull Point, and Woodland Heights
- Pensacola High School students doing STEAM Projects with campers at Fricker and Gull Point
- Business Partnership: Wild Smiles/Smart Smiles coming to camps to share about oral hygiene

Field Trip Locations

- Gulf Breeze Zoo
- Fast Eddies
- Wildlife Sanctuary
- Cordova Lanes
- Dreamland
- Chuck-E-Cheese
- Makers Loft
- YMCA open swim
- YMCA Swim lessons at all sites
- To each Rock Snake Park

STEAM Activities Completed

- Tornado in a bottle
- Movie making with air-dry clay
- Build a Dam
- Make your own Flag
- T-shirt tie-dye
- Edible cookie dough
- Football Origami
- Homemade Popsicles
- Kaleidoscopes
- Slime
- Lava lamps
- Make your own ice cream
- Working with our musical instruments
- Putting on a talent show
- Pensacola Sings

Outdoor Pursuits Summer Camp Snapshots

Beginner Fishing Camp • May 27-30



Kayak/Stand Up Paddle board Camp • June 2-6, June 9-13



Outdoor Pursuits Summer Camp Snapshots

Advanced Fishing Camp • June 16-20, June 23-27



Resource Centers



Bayview Resource Center

- Bayview event space: 13 Rentals (including church services)
- Bayview pavilions & pier: 13 rentals

Bayview Senior Center

- Average weekly participation: 633
- No. Meals provided by Council on Aging: 331
- 10 Private Rentals (including church services)
- Events: Health Screenings by UWF Nursing Students, Annual Tie-dye Party, Homestead Villages Tour
- Educational Seminars: AI Scams and Fraud, Dementia Education, Fall Prevention & Balance

East Pensacola Heights Resource Center

- 4 Private Rentals

E.S. Cobb Resource Center

- Senior Programs include card games, bingo, guest speaker
- After-school/Summer Camp location

Fricker Resource Center

- After-school/Summer Camp location

Gull Point Resource Center

- 0 Private Rentals at Gull Point
- After-school/Summer Camp location

Sanders Beach-Corinne Jones Resource Center

- Host of Ballroom Dance Lessons and Over 50 Ballroom Dance Club
- 41 Scheduled rental appointments
- Rentals: 12 private events including 1 wedding

Theophalis May Resource Center

- SYSA has exclusive use of the facility during designated hours:
 - June 1 - August 18: 8 a.m. to 8:30 p.m. daily
 - School Year: 2 p.m. to 8:30 p.m. M-F, 8 a.m. to 5 p.m. S-Su

Woodland Heights Resource Center

- Family Empowerment Night - June 26
- After-school/Summer Camp location
- 8 Rentals (including ongoing church service)

Outdoor Pursuits

Bayview Outdoor Pursuits Center

June 2025 Statistics

- Beginner Fishing Camp: May 27-30
- Kayak/SUP Camp: June 2-6 and June 9-13
- Advanced Fishing Camp: June 16-20 and June 23-27
- Ongoing boathouse equipment and park grounds maintenance



Golf

Osceola Golf Course

June 2025 Statistics

- 18-Hole Games: 2,010 total rounds played
- 9-Hole Games: 765 total rounds played
- 657 total range buckets used
- Busiest Week: June 16

Events

- First Tee Summer Tour
- 50th Anniversary Par Four Charities Tournament (pictured)
- Summer Solstice
- Washington High School Quarterback Fundraiser
- Lighthouse Christian Golf Tournament



Athletics

Vickrey Center

- Yoga & Martial Arts Classes currently enrolling new students

Exchange Park

Adult Summer Sports

- Co-Ed Softball, Men's Softball, Senior Softball & Co-Ed Kickball Leagues
 - 38 teams
 - 575 Participants
- USSSA Coed Softball Tournament
 - June 20-22
 - 35 Teams, over 1,500 attended
- USSSA Men's Softball Tournament
 - June 28
 - 10 teams, over 500 attended

Youth Sports

- Brazilian Way soccer camp
 - June 2-6, 100 Registered
 - June 9-12, 82 Registered
- Challenger Youth Soccer Camp
 - June 2-6, 40 Registered
 - Currently enrolling for July 14-18 Creative Skills Soccer Camp
- Girls Volleyball Camp
 - June 16-20, 100 Registered
 - Currently enrolling for July 21-25 Volleyball Camp
- Summer Basketball Camp at Theophalis May Resource Center
 - 4 Girls Teams
 - 4 Boys Teams
 - 85 Kids Participating

Roger Scott Athletic Complex

- June 23-27, Hosted the 10U-age division for the Gulf Coast Recreation Classic Baseball Tournament
 - Over 200 players and coaches participated, Over 1,000 spectators
 - Teams from Pensacola, Santa Rose and Okaloosa County Recreational Leagues

Pools

- Cecil T. Hunter Pool has 655 swimmers and taught swim lessons to over 50 kids
- Roger Scott Pool had 775 swimmers

Parks Maintenance

Repairs:

- Hitzman Park – Broken slide piece replaced
- Welcome Sign – Landscaping cleaned up
- 12th Ave Bridge – Landscaping cleaned up
- Bayview Park – Floating dock repaired
- Hitzman Park – Fence repaired, and swing replaced
- Miraflores – Set up for monument dedication
- Roger Scott Park – Mulch added to playground area
- Magee Field – Basketball nets replaced
- Legion Field – Splash pad bucket repaired

Parks amenities refurbished at:

- Wyer Park
- Allen Park
- Zamora Park
- Parker Circle
- Belvedere Park

Parks Pressure Washing at:

- Parker Circle
- Miraflores Park

Ball Crew

- Summer Mowing and maintenance of all athletic fields

Tree Crew

- Trees Removed: 4
- Trees Trimmed: 24

Direction 25 Projects

- No update at this time. Working to get Summer projects completed

View a complete list of Direction 25 projects and monthly status updates on our website:
PlayPensacola.com > About > Direction 25

www.cityofpensacola.com/3577/Direction-25

Volunteering

Park Clean-ups & Volunteer Projects

Ocean Hour Clean-ups at:

- Chimney Park, Bruce Beach, Veteran's Park, Wayside Park, and Graffiti Bridge

Marketing

Social Media: June Metrics

- 93.5K Views
- 566 Interactions
- 1,290 Link Clicks (to website)
- 3.8K Pages Visits
- 146 Followers Gained

Advertising

Ongoing ads in:

- Downtown Crowd
- Pensacola Magazine
- Pensacola Parents Magazine
- 2025 Pensacola Chamber Directory
- Coastal Weddings Magazine (Fall 2025)
- 2026 ECT Family Resource Guide
- LAMAR Billboards
- Cat Country 98.7

Department Features:

- Monthly PEP Talks with News Radio (last Tuesday/mo at 10am)

Current Projects:

- Developing a Parks Partnership Program for 2026
- Outreach and partnership creation in both non-profit and private sectors

Upcoming Events:

- Weeks 1-3 in July: Pop-up at Resource Centers to encourage early after-school sign-ups
- July 9: Rock Painting at Greater Pensacola Chamber
- TBD: Rock Painting at PJ's Coffee
- TBD: Rock Painting at Bayview Senior Center
- July 25: Bands on the Bayou
- July 26: Movies in the Park

Coming Up

After School Registration NOW OPEN

Enrollment for after-school care is now open. More information can be found online at <https://www.cityofpensacola.com/1196/After-School-Program> or in-person at Cobb, Fricker, Gull Point, and Woodland Heights Resource Centers.

Help grow Rock Snakes in our Parks!

The snakes are HERE and GROWING! Community organizations are invited to host rock painting parties to help these snakes grow. Locate the snakes in the wild at Bayview, Belvedere, and Sanders Beach.

This community art installation includes a sign by each snake sharing information about our after-school program.

Movies in the Park

June 26 Movies in the Park will feature A Minecraft Movie. Pre-show activities include free face painting, water slides, and a crafting station open to all ages. Food vendors will be on-site. July's event sponsors include FPL, Florida Blue, and Navy Federal Credit Union.

CITY AQUATIC FACILITIES

Stay Cool

CECIL T. HUNTER POOL

200 East Blount Street
(850) 436-5197

Opens Memorial Day
Affordable Daily Rates
Swim Lessons by YMCA



Make a Splash!

LEGION FIELD

1301 West Gregory Street
Pensacola, FL 32502

FREE Splash Pad
9am - 7pm
Open NOW!



ROGER SCOTT POOL

2130 Summit Blvd, Bldg A
(850) 595-1218

Opens Memorial Day
Affordable Daily Rates
Swim Lessons by YMCA



PLAZA DE LUNA

900 South Palafox Street
Pensacola, FL 32502

FREE Splash Pad
9am - 7pm
Open NOW!





PENSACOLA
PARKS & RECREATION presents

Movies IN THE PARK



★ ★ ★ **HUNTER AMPITHEATER** ★ ★ ★
AT COMMUNITY MARITIME PARK

Behind Wahoo Stadium
301 W Main St

SAT, JULY 26

★ **FREE ADMISSION** ★
FREE PARKING

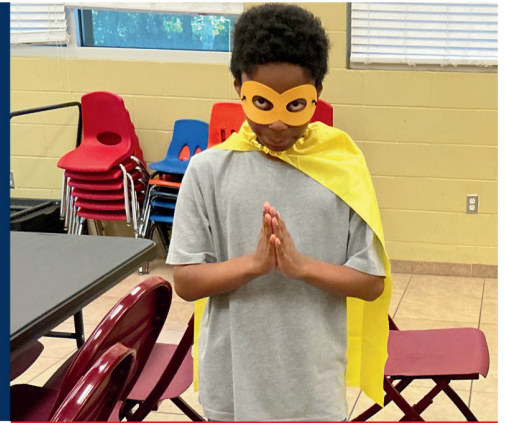
FREE Water Slides, Face Painting & Craft Station
Food Truck & Concessions on-site

Pre-show Activities 6-8 pm - Movie at Sunset

visit PlayPensacola.com



**NEWS
RADIO**
92.3 FM



AFTER *School* PROGRAM

FREE
for Eligible Families

AGES 5-12

Regular Weekly Rate:
\$55R / \$70 NR



**E.S. Cobb
Fricker
Gull Point
Woodland Heights
RESOURCE CENTERS**



SCAN **HERE!**



**Learning
Can Be Fun
with Parks &
Recreation!**

**Homework Help
Games & Activities
Behavioral Initiatives
Science Projects
Life Skills Practice
And More!**



ESCAMBIA
CHILDREN'S TRUST
Our Children. Our Community. Our Future.

CONTACT US TODAY & ASK HOW TO APPLY FOR FREE AFTER SCHOOL CARE
www.cityofpensacola.com/1196/After-School-Program | (850) 435-1672



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-908

Parks and Recreation Board

7/15/2025

DISCUSSION

SUBJECT:

Direction '25

ATTACHMENTS:

1. Direction '25

Direction '25: Pensacola Park Revitalization Project List							
Project Name	Scope of Work	Est. Complete	Amount	Funding Sources	Status Updates		
Park Sidewalk Accessibility Improvements	Provide accessible walkways to park amenities and restore damaged sidewalks at Belvedere Park, Eastgate Gate Park, Lion's Park, Granada Square, Zamora Square, Lamancha Square, and Toledo Square	Spring 2025	\$ 70,750	LOST FY24	All scheduled parks completed: Belvedere, Eastgate Lions Park, Granada Square, Toledo, Zamora, Lamancha, and Pintado.		
Henry Wyer Park Revitalization	Upgrade and Restore Playground surfacing, benches, picnic tables, trash cans, lightpoles, fencing, and drinking fountain	Spring 2025	\$ 71,600	CRA- Park Improvements	Benches and tables painted. Trash cans refurbished. May 19th installation of EWF, water fountain scheduled for delivery last Friday. Park signs at sign shop being relettered. Waiting for issuance of PO to paint decorative lights and new fencing. available.		
Roger Scott Athletic Complex Improvements	Renovate football field, pressbox, improve sidewalk accessibility in spectator areas, upgrade bleachers to include railing per new safety standards and make half ADA accessible , and restore ADA connection to nearby playground	Spring 2025	\$ 142,700	LOST NEW	Press box work is complete as of 5/8/25. Bleachers have been delivered. Installation is being scheduled for July. NEP is fundraising for shade covers.		
Roger Scott Tennis Center Improvements	Funds were used in court renovations and remaining used for shade amenities and bleacher upgrades including six shade structures within newly resurfaced tennis courts to be installed in Spring 2025	Spring 2025	\$ 756,487	LOST FY24	PO 0084504 issued for Shade structure purchase, placed order and scheduling installation using contract pricing. PO issued to vendor 7/8/29.		
Woodland Heights Resource Center Improvements	Renovate kitchen, improve site drainage, and provide accessible walkway for school bus drop offs.	Spring 2025	\$ 91,422	LOST	Engineering compiling bid package and cost estimate.		
Wayside Park Seawall Design	Develop designs to restore and increase resiliency to the seawall.	Spring 2025	\$ 125,497	LOST FY24	HDR Presented conceptual renderings and cost estimates to Grants team. Refining those renderings and cost estimates in preparation for starting grant application process.		
McNealy Park Revitalization	Upgrade picnic tables, trans cans, grills, drinking fountain, and develop design to improve one playground area.	Summer 2025	\$ 55,018	LOST NEW	Picnic tables and grill painted, replacing the trash cans, water fountain delivered. Tonya reached out to schedule time to meet with neighborhood association leadership to review playground equipment options.		
Magee Field Athletic Facility Improvements	Upgrade goal posts and renovate field	Summer 2025	\$ 42,168	LOST FY24	Goal posts repainted instead of replaced. Football field overseeding in progress through summer. Working with EPSAP to secure Impact 100 Grant for renovation funds for the duplex.		
Bill Gregory Athletic Facility Improvements	Upgrade bleachers to ADA accessible with railing per safety standards	Summer 2025	\$ 50,000	LOST FY24 & FY25	Cheryl scheduling bleacher installation with vendor. Vendor has 2 jobs with us ahead of this one. Will be completed by summer.		
Miraflores Boy Scout Building	Restore windows flooring and upgrade electrical	Summer 2025	\$ 70,000	LOST FY24	Facilities is getting estimates on this project which is stalled. Researching vendors for window replacement since the building is on historic registry it must patch period/style.		
Blake Doyle Skateboard Park Improvements	Improve drainage around perimeter of park to prevent erosion	Summer 2025	\$ 9,075	LOST FY24	Need to ask Engineering to provide a scope and plans. Will most assuredly need more money for construction.		
Sanders-Beach Kayak Launch & Park Revitalization	Convert boat ramp to ADA kayak launch, upgrade picnic shelters, replace restroom and increase number of stalls, upgrade park furniture, upgrade lighting to sea-turtle friendly type	Fall-Winter 2025	\$ 1,488,875	Grant	Construction Award of Bid going to Loftis Marine goes to council 7.17.25.		
Bartram Park Improvements	Develop erosion control plan for bay-side facing park, renovate parking lot	Fall-Winter 2025	\$ 50,000	LOST FY24	Engineering to develop erosion control plan, scope and fee. Art installation complete. Ribbon cutting planning with PIO office.		
Gull Point Resource Center Grounds Improvements	Replace and Upgrade Basketball Court, Replace and upgrade one playground area, upgrade picnic tables and benches, renovate parking lot	Fall-Winter 2025	\$ 188,100	LOST NEW	Gathering quotes for basketball court, parking lot improvements. Play equipment ordered.		
Miralla Park Revitalization	Upgrade and Restore Playground surfacing, restore aging playground components, upgrade swing set, upgrade and reconfigure benches, improve sidewalk accessibility to amenities, upgrade trash cans	Fall-Winter 2025	\$ 159,500	LOST NEW	Survey completed in preparation for sidewalk improvements. Other work has not started.		
Pintado Park Revitalization	Improve park sidewalk accessibility and picnic amenities, upgrade benches, and install drinking fountain	Fall-Winter 2025	\$ 70,500	LOST NEW/ GENERAL FUND	Sidewalk improvements completed. Other work has not started.		
Exchange Park Athletic Facility Improvements	Upgrade scoreboard, bleachers, and irrigation system	Fall-Winter 2025	\$ 141,500	LOST FY24	Scoreboards replaced. Bleachers PO Requested, waiting for schedule from vendor. Irrigation - relocating valve covers, replacing broken heads, lines - field 2 complete		
Cecil Hunter Pool Facility Improvements	Replace and upgrade waterslide	Fall-Winter 2025	\$ 188,481	LOST FY25	Not yet started, requested more budget in FY26.		
Rev H.K. Matthews Park Improvements	Replace and upgrade playground, restore damaged park sidewalks, renovate basketball courts, upgrade drinking fountain	Fall-Winter 2025	\$ 264,287	LOST FY24 & FY25, LOST NEW	Playground completed 3/24/25. Remaining work hasn't started yet.		
Bayview Dog Park Improvements	Enhance Bayview Dog Park by improving grading, surfacing, benches, picnic tables, and signage	Fall-Winter 2025	\$ 110,000	LOST NEW	100% Surveyed on 5/2/25. Arborist classifying the trees. Engineering will work with Parks and Rec on desired improvements once needs are identified.		
Park Amenity Improvements	Improve Park Amenities such as renovating 23 Basketball Courts at Allen, Baycliff Estates, Gull Point, HK Matthews, Pintado, Dunmire Woods, Dunwoody, Eastgate, EPH Lions, HTW, Malaga, Miralla, McNealy, Operto, Zamora; replace and upgrade 22 Drinking Fountains in Poor Condition	Fall-Winter 2025	\$ 260,100	LOST NEW	Not yet started		

Vickrey Center Improvements	Install and upgrade windows that are hurricane-rated, upgrade air conditioning unit, upgrade lighting, other building renovation work	Fall-Winter 2025	\$ 285,305	LOST FY24	Facilities is managing. Waiting on updated quote for windows from new company that is under state contract. A/C units 6 & 7 replaced in June.
Hitzman-Optimist Park Improvements	Install additional parking lot lighting, upgrade picnic tables, trash cans, provide improved park sidewalk accessibility, renovate one parking lot, develop conceptual design for replacing older playground area	Fall-Winter 2025	\$ 110,000	LOST NEW	Parking lot lighting secured with FPL, not installed yet. Restroom building roof repaired.
Allen Park Revitalization	Upgrade and restore playground surfacing, repaint climbers, upgrade playground swings, restore misc. playground components, upgrade picnic tables, trash cans, drinking fountain, renovate basketball court.	Fall-Winter 2025	\$ 49,500	LOST NEW	Repainted existing climber and upgraded playground swings.
Seville Square Improvements	Develop design for underground utilities	Fall-Winter 2025	\$ 50,000	LOST FY24	Facilities and Engineering to be consulted prior to commencement.
Roger Scott Pool Facility Improvements	Replace and upgrade pool restrooms, shower amenities, ticketing booth, and restore zero-depth pool surfacing.	Spring 2026	\$ 1,329,000	LOST FY25	Ticket booth and office stair repaired. Baby pool resurfacing complete. Working with pre-fab building manufacturer for cost estimate and design.
Tippin Park Revitalization	Replace playground with inclusive playground and surfacing, provide improved sidewalk accessibility, upgrade picnic tables, benches, trash cans, install new drinking fountain, renovate parking lot	Spring 2026	\$ 428,682	LOST	Park survey was completed in Fall 2024. Les will provide a new copy to Parks. Playground design being reworked and new quote provided to meet budget.
E.S. Cobb Center Improvements	Structural improvements to glulam arches, roof replacement, building envelope improvements, renovate parking lot	Spring 2026	\$ 1,231,505	LOST + Grant Funds	Facilities is managing. Design is complete. Going out to bid mid-August.
Lighting Improvements	Improve lighting at Lamancha Square, Lavallet Park, Estramadura Square, Belvedere, and Eastgate Park	Spring 2026	\$ 156,528	LOST NEW	Not yet started
17th Ave Boat Ramp Improvements	Rebuild boat ramp and renovate parking area while improving traffic safety	Spring 2026	\$ 1,487,188	LOST FY24	Awaiting 90% plan submittal. Project progress is delayed by FDOT to approve advance warning system. Ongoing discussions with FDOT for potential ROW transfer.
Bayview Park Improvements Phase 1	Renovate tennis courts, auxiliary parking lot, restore park path surfacing.	Spring 2026	\$ 88,000	LOST NEW	Not yet started
Bay Bluffs Park Revitalization	Rehabilitate main boardwalk, upgrade park amenities to reopen park	Fall-Winter 2026-27	\$ 2,400,000	Grant Funded	Grant agreement in review.
Fricker Center Improvements	Rehabilitate community center, resiliency improvements to building envelope, stormwater improvements, upgrade building mechanical systems, build two story social hall for an expanded senior center and teen center.	Fall-Winter 2026-27	\$ 9,474,542	Grant Funded	Project Management firm is working on community engagement plans and overall schedule. The Project is tracking approximately 80 days behind the original schedule (we are exploring options of requesting extension, considering the option of prioritizing working on MPOF grant related work with closest deadline (NOV 2026) first and working on the work related to the grant which has a March 2027 deadline as a second priority)
Bryan Park Improvements	Replace and upgrade playground	Spring 2027	\$ 103,753	LOST FY27	Not yet started
Zamora Square Lighting	Improve park lighting	Spring 2027	\$ 30,000	LOST FY24	Not yet started
Dunwoody Park Improvements	Replace playground	Spring 2027	\$ 40,000	LOST FY27	Not yet started
Community Maritime Park Playground Improvements	Replace and upgrade playground surfacing	Spring 2027	\$ 72,000	CMP Fund	Not yet started
Total			\$ 21,742,063		

Parks and Recreation Unfunded Projects List

Updated 7.9.25

[illegible]



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-909

Parks and Recreation Board

7/15/2025

DISCUSSION

SUBJECT:

Granada Subdivision Park

ATTACHMENTS:

None