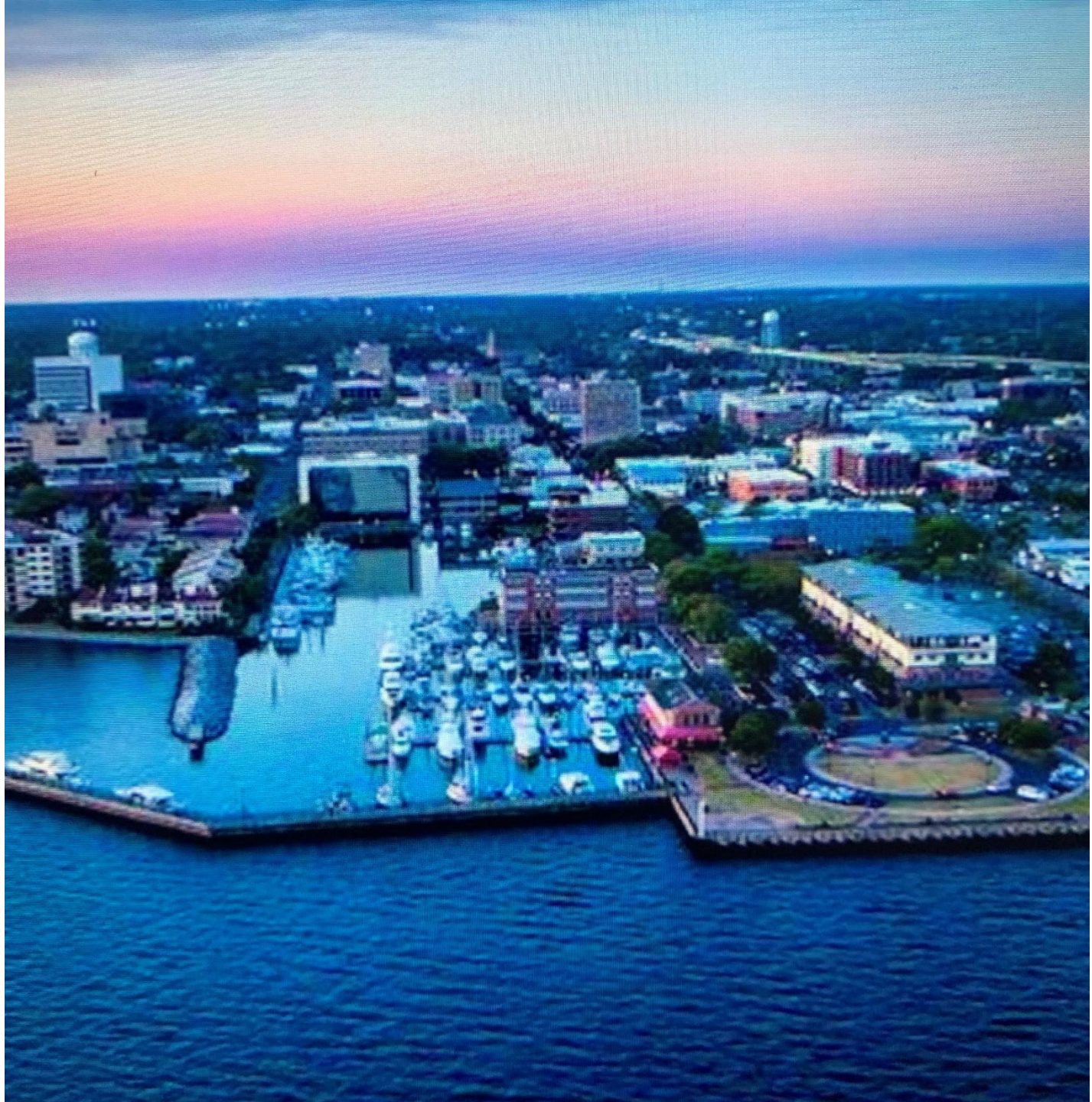


Pensacola City Council Meeting
Agenda Item No. 40

Palafox Pier Breakwater







South Palafox Marina Lease Agreement (June 12, 1997)

- The Parties' lease is “for the *purpose* of constructing and operating a public *marina* and docking facility (the “Project”), and other uses all of which will improve and redevelop a community redevelopment area within the meaning of Chapter 163, Part III, Florida Statutes.”

- *Lease p. 1 (emphasis added)*

South Palafox Marina Lease Agreement (June 12, 1997) (cont'd)

- “Said property along with the *breakwater* described herein (collectively the “Public Property”) shall be improved by the City for public use as hereinafter provided.”

- *Lease p. 2 Article II (emphasis added)*

South Palafox Marina Lease Agreement (June 12, 1997) (cont'd)

- “The leased premises *shall* be developed by Lessor [City] as a *marina complex*”

- *Lease p. 5 Article VI (emphasis added)*

South Palafox Marina Lease Agreement (June 12, 1997) (cont'd)

- “Lessor Improvements” [i.e., City improvements] refers to all improvements to be constructed on the Public Property by Lessor [City], including but not limited to the *breakwater*

- Lease p. 6 Article VII

South Palafox Marina Lease Agreement (June 12, 1997) (cont'd)

- “... Lessor [City] covenants [promises] and agrees to commence the *breakwater* construction and related Lessor Improvements on or before the 15th day of October, 1996 and complete same by July 15, 1997....”

- *Lease p. 9 Article VII (emphasis added)*

South Palafox Marina Lease Agreement (June 12, 1997) (cont'd)

- “Lessee [Marina Management] shall ... maintain and repair in good condition all of the Subject Property and improvements ... except breakwater and routine maintenance and cathodic protection on the bulkhead”

- Lease p. 15 Article XI (emphasis added)

South Palafox Marina Lease Agreement (June 12, 1997) (cont'd)

- “Lessor [City] shall maintain and repair the *breakwater* described herein.”

- *Lease p. 15 Article XI (emphasis added)*

South Palafox Marina Lease Agreement (June 12, 1997) (cont'd)

- “Failure on the part of either party to complain of any action or non-action on the part of the other, no matter how long it may continue, shall *never* be deemed to be a waiver by said party of any of its rights under this Lease Agreement....”

- *Lease p. 15 Article XXIX (emphasis added)*

South Palafox Marina Lease Agreement (June 12, 1997) (cont'd)

- “.... Further, it is covenanted and agreed that no waiver at any time of any of the provisions of this Lease Agreement by any party shall be construed as a waiver at any subsequent time of the same provisions....”

- Lease p. 15 Article XXIX (emphasis added)

South Palafox Marina Lease Agreement (June 12, 1997) (cont'd)

- “.... The consent or approval by either party to or of any action by the other requiring said party’s consent or approval shall not be deemed to waive[] or render unnecessary said party’s consent or approval to or of any subsequent similar act.”

- *Lease p. 15 Article XXIX (emphasis added)*





South End of Marina After Hurricane Sally







North End of Marina After Hurricane Sally





The Maritime Park Breakwater

(note green railings)





The Palafox “Breakwater”

(note black railings)





Tropical Storm Claudette ***(video)***

