SANTA ROSA ISLAND AUTHORITY
PENSACOLA BEACH, FLORIDA
SPECIAL BOARD MEETING
JUNE 26, 2019
5:10 P.M.

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. MOMENT OF MEDITATION
4. CHAIRMAN’S COMMENTS

Item # 1 – Adoption of Budget 2019/2020.

Item # 2 – Request the SRIA approve a Joinder, Consent, and Authorization to Recording of Corrective Instrument for the First Amendment to Santa Rosa Villas Shopping Center Lease Agreement. (1591 Via de Luna, Pensacola Beach, FL 32561)

ADJOURN.

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

(Please note that the Santa Rosa Island Authority does not make verbatim transcripts of its meetings, although the meetings are tape-recorded. Any person desiring a verbatim transcript of a meeting of the Santa Rosa Island Authority will need to independently secure such verbatim transcript.)
June 26, 2019
Special Board Meeting
Item # 1

Adoption of Budget 2019/2020
June 26, 2019  
Special Board Meeting  
Item # 2

Request the SRIA approve a Joinder, Consent, and Authorization to Recording of Corrective Instrument for the First Amendment to Santa Rosa Villas Shopping Center Lease Agreement (1591 Via de Luna, Pensacola Beach, FL 32561).

Background

At the time the First Amendment to Santa Rosa Villas Shopping Center Lease Agreement was recorded in 2012, it was recorded without Exhibits A and B, which were referenced in the First Amendment. Exhibits A and B are the legal descriptions and surveyed graphical depictions of the parcels. This clerical error recently came to light through the attorney for the Lessee and he prepared the Joinder, Consent, and Authorization to Recording Of Corrective Instrument for the First Amendment to Santa Rosa Villas Shopping Center Lease Agreement with the attached First Amendment to Santa Rosa Villas Shopping Center Lease Agreement along with Exhibits A and B. SRIA Staff has confirmed that Exhibits A and B are the appropriate exhibits for First Amendment to the Santa Rosa Villas Shopping Center Lease Agreement. There are no substantive changes to the lease.

Recommendation

The SRIA approve a Joinder, Consent, and Authorization to Recording of Corrective Instrument for the First Amendment to Santa Rosa Villas Shopping Center Lease Agreement (1591 Via de Luna, Pensacola Beach, FL 32561).
JOINDER, CONSENT, AND AUTHORIZATION
TO RECORDING OF CORRECTIVE INSTRUMENT

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

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

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

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

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

IN WITNESS WHEREOF, we have set out hands and seals this ___ day of ___________, 2019.

ATTEST: SANTA ROSA ISLAND AUTHORITY

By: ____________________________  By: ____________________________
   Its: ____________________________

Witnesses as to the Santa Rosa Island Authority

Name: ____________________________

Name: ____________________________

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing Joinder and Consent was acknowledged before me this ___ day of JUNE of 2019, by ____________________________, as ____________________________, of the Santa Rosa Island Authority, and ____________________________, as ____________________________, of the Santa Rosa Island Authority, on behalf of the Authority.

He/She is personally known to me or has produced ____________________________ as identification.

Notary Public, State of Florida
Witnesses to Realty Marts International, Inc.

Name: ______________________

Name: ______________________

STATE OF FLORIDA
COUNTY OF ESCAMBIA

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

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

This Corrective Instrument Prepared By:
Robert A. Gilmore, Esq.
Attorney at Law
4608 Opa Locka Lane
Destin, FL 32541

STATE OF FLORIDA
COUNTY OF ESCAMBIA

First Amendment To Santa Rosa Villas Shopping Center Lease Agreement

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

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

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

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

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

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

Commencing at the SW corner of said block; thence North 88°52'20" East, along the South line of said block, a distance of 476.52 feet for the POINT OF BEGINNING; thence continue North 88°52'20" East, along the South line of said block 48.47 feet to the point of curvature; thence continue along said South line, being a curve to the right, having a radius of 5,638.82 feet, a chord bearing North 88°53'25" East, and a chord distance of 3.53 feet; thence North 1°07'26" West,
138.00 feet; thence South 88°52'20" West, 52.0 feet; thence South 1°07'40" East, 138.00 feet to the point of beginning.

("Original Leasehold").

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

SEE ATTACHED LEGAL DESCRIPTION (Exhibit A)

("Acquired Leasehold").

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

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

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

2. The legal description for the Lease with the Acquired Property shall be as follows:

SEE ATTACHED LEGAL DESCRIPTION (Exhibit B)

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

4. The Lease shall be renewed for an additional twenty-one (21) years beginning February 22, 2013 and ending February 21, 2034;

5. The amendment of the Lease set forth in paragraphs 1 through 4 above, shall control and take precedence over all terms of the Lease, and any amendments thereto, inconsistent or in conflict therewith; however, nothing herein shall affect or alter or in any manner change any other provision, covenant or term of the Lease, or amendments thereto.

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

ATTEST:

Thomas Campionella, Secretary/Treasurer

Dave Pavlock, Chairman

Witnesses As To The Santa Rosa Island Authority

M. Bedell

Pamela L. Safrin

STATE OF FLORIDA
COUNTY OF ESCAMBIA

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

JAMEE M THOMPSON
Notary Public, State of Florida
Witnesses As to Realty Marts International, Inc. ("Lessee")

Delaine R. Beene
Print Name: Delaine R Beene

By:
Its:

Amanda C.
Print Name: Amanda Alfrey

STATE OF FLORIDA
COUNTY OF ESCAMBIA

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

JAMEE M THOMPSON
MY COMMISSION # EE169605
EXPIRES February 14, 2016
Notary Public, State of Florida

This Instrument Prepared by:

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

EXHIBIT A

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

LEGEND

(F) - FIELD
(D) - DEED
R - RADIUS
L - ARC LENGTH
Δ - CENTRAL ANGLE
C - CHORD
CB - CHORD BEARING
R/W - RIGHT-OF-WAY
P.O.B. - POINT OF BEGINNING
P.O.C. - POINT OF COMMENCEMENT
PC - POINT OF CURVATURE
© - SET MARK/DEK NO. 0340
© - SET CAPPED IRON ROD NO. 0340
© - EXISTING CAPPED IRON ROD NO. 1035
© - EXISTING CAPPED IRON ROD NO. 4682

SANTA ROSA ISLAND AUTHORITY
LEGAL DESCRIPTION

(AS PREPARED BY BASKERVILLE-DONOVAN, INC.)

COMMENCE AT THE SOUTHWEST CORNER OF BLOCK 8, SANTA ROSA VILLAS SUBDIVISION, AS RECORDED IN PLAT BOOK 7, PAGE 49 AND 49a OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE PROCEED NORTH 88 DEGREES 20 SECONDS EAST ALONG THE SOUTH LINE OF SAID BLOCK, ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD No. 39B (120' R/W), A DISTANCE OF 466.52 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88 DEGREES 20 MINUTES 20 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 10.00 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, PROCEED NORTH 01 DEGREE 07 MINUTES 40 SECONDS WEST A DISTANCE OF 138.00 FEET; THENCE PROCEED SOUTH 01 DEGREE 07 MINUTES 40 SECONDS EAST A DISTANCE OF 138.00 FEET TO THE POINT OF BEGINNING.

LYING IN AND BEING A PORTION OF THE AFOREMENTIONED BLOCK 8, SANTA ROSA VILLAS SUBDIVISION AND CONTAINING 1,280 SQUARE FEET (0.03 ACRES) MORE OR LESS.

GENERAL NOTES

1. NORTH AND THE SURVEY DATUM SHOWN HEREBIN IS BASED ON THE PLAT OF SANTA ROSA VILLAS, PLAT BOOK 7, PAGES 49 AND 49a OF THE OFFICIAL RECORDS OF ESCAMBIA COUNTY, FLORIDA, TO DEEDS OF RECORD AND TO EXISTING FIELD MONUMENTATION.

2. NO TITLE SEARCH, TITLE OPINION, OR ABSTRACT WAS PERFORMED BY OR PROVIDED TO THIS FIRM FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS-OF-WAY, BUILDING SETBACKS, RESTRICTIVE COVENANTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OR USE OF THE SUBJECT PROPERTY.

3. IMPROVEMENTS OTHER THAN SHOWN HEREBIN WERE NOT FIELD LOCATED.

4. ENCROACHMENTS ARE AS SHOWN HEREBIN.

5. THIS IS A NEW PARCEL SURVEYED PER THE CLIENT'S REQUEST.
BOUNDARY SURVEY
PROPOSED FOR REVIEW AND APPROVAL TO:
EXHIBIT B Pg.1

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

LEGEND
(F) FIELD
(D) DEED
R RADIUS
L ARC LENGTH
A CENTRAL ANGLE
C CHORD
CB CHORD BEARING
R/W RIGHT-OF-WAY
P.O.B POINT OF BEGINNING
P.O.C POINT OF COMMENCEMENT
PC POINT OF CURVATURE
G SET RAJ/USK NO. 0340
G1 SET CAPPED IRON ROD NO. 0340
G2 EXISTING CAPPED IRON ROD NO. 1035
G3 EXISTING CAPPED IRON ROD NO. 4882

REMARKS

The survey shown herein are prepared in compliance with the Florida Statutes, Standards set forth by the Florida Board of Professional Land Surveyors and Appraisers in Chapter 47-11 of the Florida Administrative Code, adopted in Section 316.037 Florida Statutes to the best of my knowledge and belief.

BASKERVILLE DONOVAN, INC.
CORPORATE HEADQUARTERS
2500 7th Avenue
Suite 900
Jacksonville, Florida 32204
Phone (904) 357-3300
Fax (904) 357-3330

SANTA ROSA COUNTY
COUNTY

CHEMINAL

DRAWN BY

CHECKED BY

RSM

1-30

1-2-PAGE 81

1 OF 2
LEGAL DESCRIPTION
(AS PREPARED BY BASKERVILLE-DONOVAN, INC.)

COMMENCE AT THE SOUTHWEST CORNER OF BLOCK B, SANTA ROSA VILLAS SUBDIVISION AS RECORDED IN PLAT BOOK 7, PAGES 40 AND 40A OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THEN PROCEED NORTH 88 DEGREES 20 MINUTES 20 SECONDS EAST ALONG THE SOUTH LINE OF SAI) BLOCK, ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 309 (120' R/O/W) A DISTANCE OF 466.52 FEET TO THE POINT OF BEGINNING. THEN CONTINUE NORTH 88 DEGREES 20 MINUTES 20 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 50.47 FEET TO A POINT OF CURVATURE, SAID CURVE BEING CONCAVE SOUTHERLY AND HAVING A RADIUS OF 5588.2 FEET, A CENTRAL ANGLE OF 00 DEGREES 02 MINUTES 11 SECONDS AND A CHORD BEARING AND DISTANCE OF NORTH 88 DEGREES 53 MINUTES 25 SECONDS EAST, 3.53 FEET; THEN PROCEED EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 3.53 FEET; THEN DEPARTING SAID RIGHT-OF-WAY LINE, PROCEED NORTH 01 DEGREE 07 MINUTES 40 SECONDS WEST A DISTANCE OF 138.00 FEET; THEN PROCEED SOUTH 88 DEGREES 20 MINUTES 20 SECONDS WEST A DISTANCE OF 62.00 FEET; THEN PROCEED SOUTH 01 DEGREE 07 MINUTES 40 SECONDS EAST A DISTANCE OF 138.00 FEET TO THE POINT OF BEGINNING.

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

GENERAL NOTES
1. NORTH AND THE SURVEY DATUM SHOWN HEREIN IS BASED ON THE PLAT OF SANTA ROSA VILLAS, PLAT BOOK 7, PAGES 40 AND 40A OF THE OFFICIAL RECORDS OF ESCAMBIA COUNTY, FLORIDA, TO DEEDS OF RECORD AND TO EXISTING FIELD MONUMENTATION.
2. NO TITLE SEARCH, TITLE OPINION, OR ABSTRACT WAS PERFORMED BY NOR PROVIDED TO THIS FIRM FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, CASHEWITS, RIGHTS-OF-WAY, BUILDING SETBACKS, RESTRICTIVE COVENANTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OR USE OF THE SUBJECT PROPERTY.
3. IMPROVEMENTS OTHER THAN SHOWN HEREIN WERE NOT FIELD LOCATED.
4. ENCROACHMENTS ARE AS SHOWN HEREIN.
5. THIS IS A NEW PARCEL SURVEYED PER THE CLIENT'S REQUEST.