

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).

PREPARED BY AND RETURN TO:

Robert A. Gilmore, Esq.
Attorney at Law
4608 Opa Locka Lane
Destin, FL 32541

**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

REALTY MARTS INTERNATIONAL, INC.

E. NOEL FADDIS, President

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 5,538.82 feet, a chord bearing North 88°53'25" East, and a chord distance of 3.53 feet; thence North 1°07'25" 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").

RECORDED AS RECEIVED

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; and,
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 11 day of July, 2012.

ATTEST:

SANTA ROSA ISLAND AUTHORITY

Thomas Campanella
Thomas Campanella, Secretary/ Treasurer

Dave Pavlock
Dave Pavlock, Chairman

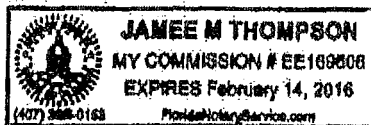
Witnesses As To The Santa Rosa Island Authority

Melody Bolster
Name: Melody BOLSTER

Frankie L. Senfle
Name: Frankie L. Senfle

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 12 day July of 2012, by Dave Pavlock, as Chairman of the Santa Rosa Island Authority, and Thomas Campanella, 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 Beane
Print Name: DELAINE R BEANE

E. Lee Fisher
By: RAI
Its:

Amanda C. Alfrey
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
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

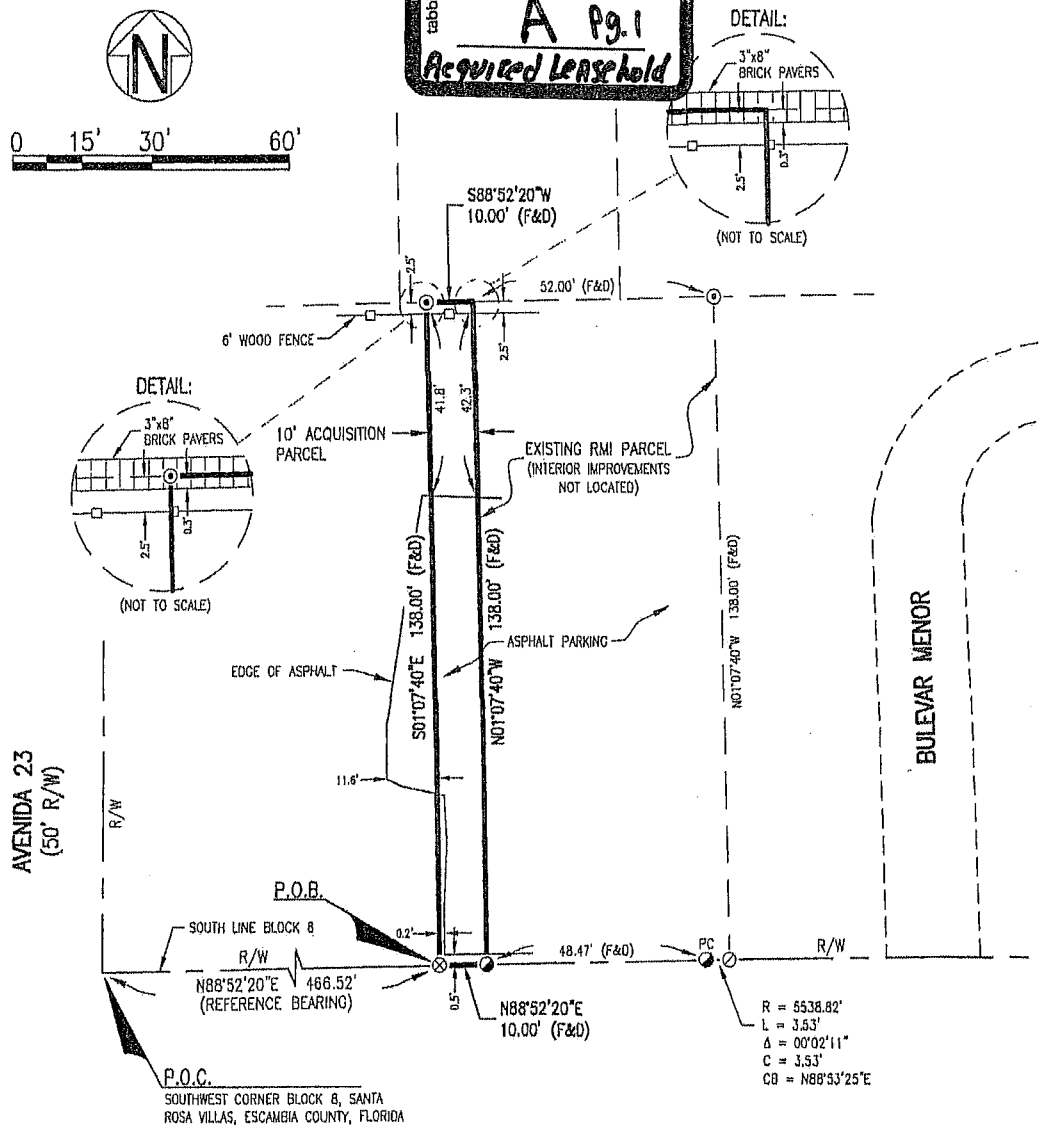
BASKERVILLE-DONOVAN, INC.
 INNOVATIVE INFRASTRUCTURE SOLUTIONS
 440 WEST MAIN STREET
 PENSACOLA, FL 32502 (850)450-0661
 ENGINEERING BUSINESS: EB-000040

BOUNDARY SURVEY

PREPARED FOR & CERTIFIED TO: SANTA ROSA ISLAND AUTHORITY

PROJECT:	21201.98
FIELD SURVEY DATE:	5/25/12
SECTION:	
TOWNSHIP:	
RANGE:	
COUNTY:	ESCAMBIA

EXHIBIT
A Pg. 1
Acquired Leasehold



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 NAIL/DISK NO. 0340
- ⊗ — SET CAPPED IRON ROD NO. 0340
- ⊗ — EXISTING CAPPED IRON ROD NO. 1035
- ⊗ — EXISTING CAPPED IRON ROD NO. 4882

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

REVISIONS			
NO.	BY	DESCRIPTION	DATE

The survey shown herein was prepared in compliance with the Minimum Technical Standards set forth by the Florida Board of Professional Land Surveyors and Mappers in Chapter 34-17 of the Florida Administrative Code, pursuant to Section 472.027 Florida Statutes to the best of my knowledge and belief.
 FOR: BASKERVILLE DONOVAN, INC, CORPORATE NUMBER 0340
Robert S. Mills 5/15/2012
 ROBERT S. MILLS
 PROFESSIONAL SURVEYOR AND MAPPER
 LICENSE NO. 5509

CHECKED BY: RSM
 SCALE: 1"=30'
 F.B. 12-2 PAGE 61
 DRAWN BY: FCC
 SHEET:
1 OF 2

BASKERVILLE-DONOVAN, INC.
 INNOVATIVE INFRASTRUCTURE SOLUTIONS
 449 WEST MAIN STREET
 PENSACOLA, FL 32502 (866)438-0661
 ENGINEERING BUSINESS: EB-0000340

BOUNDARY SURVEY

PREPARED FOR & CERTIFIED TO: SANTA ROSA ISLAND AUTHORITY

PROJECT:	21201.98
FIELD SURVEY DATE:	5/25/12
SECTION:	
TOWNSHIP:	
RANGE:	
COUNTY:	ESCAMBIA



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 52 MINUTES 20 SECONDS EAST ALONG THE SOUTH LINE OF SAID BLOCK, ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 399 (120' R/W), A DISTANCE OF 466.52 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88 DEGREES 52 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 88 DEGREES 52 MINUTES 20 SECONDS WEST A DISTANCE OF 10.00 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 AFORESAID BLOCK 8, SANTA ROSA VILLAS SUBDIVISION AND CONTAINING 1,380 SQUARE FEET (0.03 ACRES) MORE OR LESS.

GENERAL NOTES

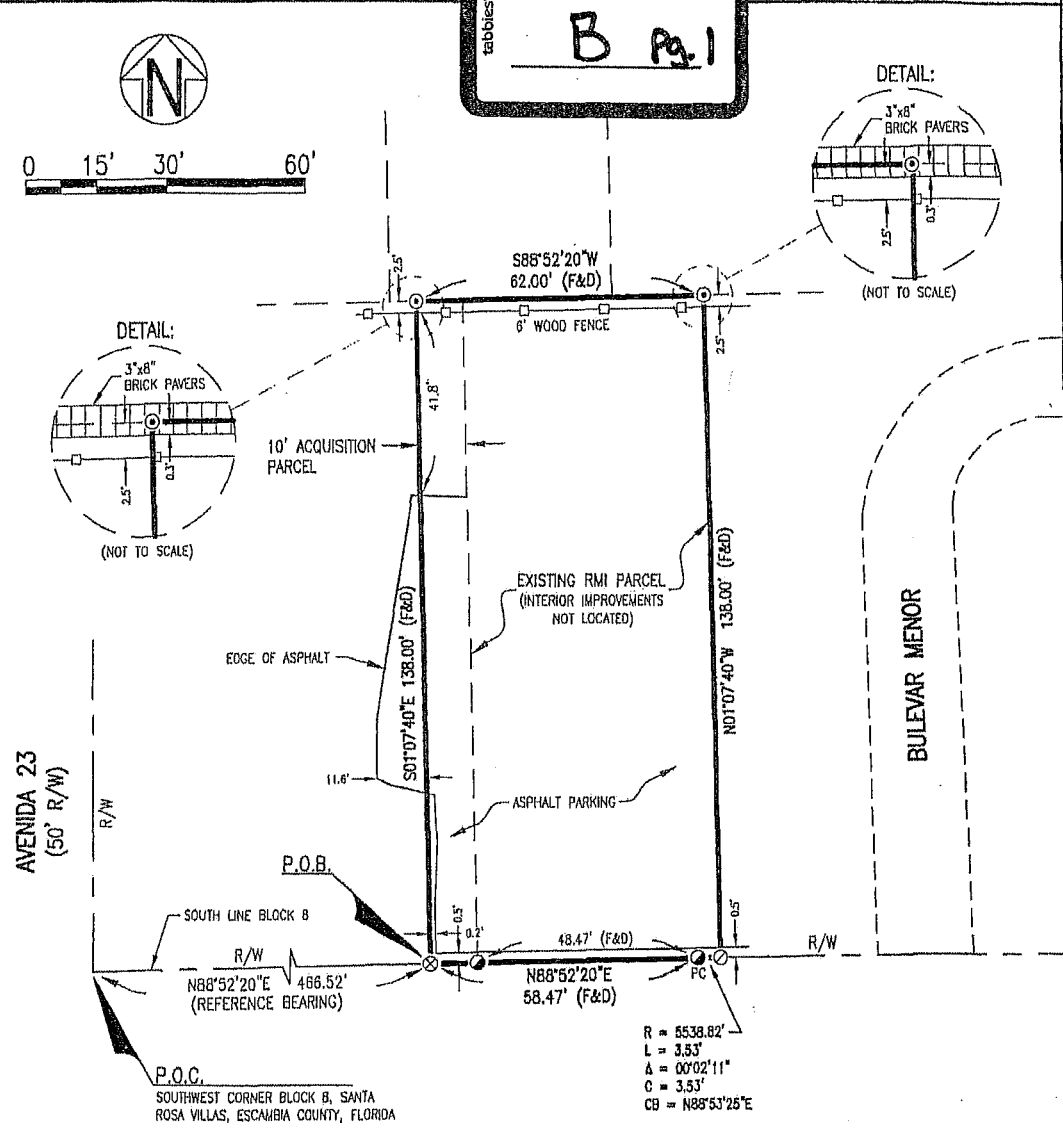
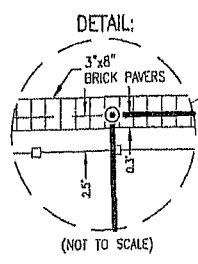
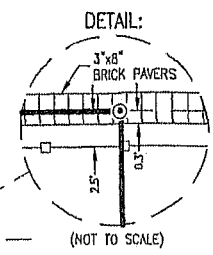
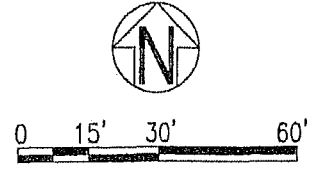
1. NORTH AND THE SURVEY DATUM SHOWN HEREON IS BASED ON THE PLAT OF SANTA ROSA VILLAS, PLAT BOOK 7, PAGES 49 AND 49A OF THE OFFICIAL RECORDS OF ESCAMBIA COUNTY, FLORIDA, TO DEEDS OF RECORD AND TO EXISTING FIELD MONUMENTATION.
2. NO TITLE SEARCH, TITLE OPINION, OR ABSTRACT WAS PERFORMED BY NOR PROVIDED 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 HEREON WERE NOT FIELD LOCATED.
4. ENCROACHMENTS ARE AS SHOWN HEREON.
5. THIS IS A NEW PARCEL SURVEYED PER THE CLIENT'S REQUEST.

BASKERVILLE-DONOVAN, INC.
 INNOVATIVE INFRASTRUCTURE SOLUTIONS
 449 WEST MAIN STREET
 PENSACOLA, FL 32502 (860)438-9661
 ENGINEERING BUSINESS; EB-0000340

BOUNDARY SURVEY
 PREPARED FOR & CERTIFIED TO: SANTA ROSA ISLAND AUTHORITY

PROJECT:	21201.98
FIELD SURVEY DATE:	5/25/12
SECTION:	
TOWNSHIP:	
RANGE:	
COUNTY:	ESCAMBIA

EXHIBIT
 B Pg. 1



LEGEND

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

REVISIONS			
NO.	BY	DESCRIPTION	DATE

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 FOR: BASKERVILLE DONOVAN, INC, CORPORATE NUMBER 0340
Robert S. Mills 6/1/2012
 ROBERT S. MILLS
 PROFESSIONAL SURVEYOR AND MAPPER
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CHECKED BY:	RSM
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F.B. 12-2	PAGE 61
DRAWN BY:	FCC
SHEET:	1 OF 2

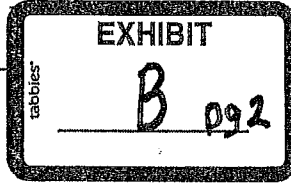
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER



BOUNDARY SURVEY

PREPARED FOR & CERTIFIED TO: SANTA ROSA ISLAND AUTHORITY

PROJECT:	21201.98
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LEGAL DESCRIPTION

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LYING IN AND BEING A PORTION OF THE AFORESAID BLOCK 8, 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 HEREON 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.
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4. ENCROACHMENTS ARE AS SHOWN HEREON.
5. THIS IS A NEW PARCEL SURVEYED PER THE CLIENT'S REQUEST.