

ITEM #4
COMMITTEE MEMORANDUM

COMMITTEE: Economic and Community Development
FROM: Thomas J. Bonfield, City Manager 10
DATE: April 10, 2000
SUBJECT: Assignment of Lease Agreement for the Pitt Slip Marina

RECOMMENDATION: That City Council consent to the assignment of the Pitt Slip Marina Lease Agreement by Seville Harbour, Inc. to Merrill Land Company.

SUMMARY: Section XII(A) of the Pitt Slip Marina Lease Agreement specifies "The Lessee may assign its interest in this Lease Agreement, provided that the Lessee obtains the prior written consent of the Lessor to such assignments, which consent shall not be unreasonably withheld. " Seville Harbour, Inc. is requesting that City Council approve the Absolute Assignment of Lease, assigning the Pitt Slip lease to Merrill Land Company.

PRIOR ACTION: The Pitt Slip Marina Lease Agreement has been assigned on two previous occasions, in 1994 and 1996.

CURRENT ACTION:

FUNDING:	Project Budget:	\$ -0-
	Actual:	\$ -0-

ATTACHMENTS: (1) Staff Report
(2) Absolute Assignment of Lease
(3) Consent to Absolute Assignrument of Lease

Thomas J. Bonfield, City Manager
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FINANCIAL IMPACT:

Current lease payments are \$3,440.97 per month, \$41,291.64 annually. Upon approval of the assignment of the lease by City Council and execution of the assignment documents by the parties, Merrill Land Company will assume the lease payments.

Prepared by and Return to:

Daniel R. Lozier
LOZIER, THAMES & FRAZIER, P.A.
Attorneys at Law
125 W. Romana Street, Suite 224
Pensacola, Florida 32501
(850) 469-0202

STATE OF FLORIDA
COUNTY OF ESCAMBIA

ABSOLUTE ASSIGNMENT OF LEASE

THIS ABSOLUTE ASSIGNMENT OF LEASE is made on this day of April, 2000. by **SEVILLE HARBOUR, INC.**, a Florida corporation ("Assignor"), to **MERRILL LAND COMPANY**, a Florida corporation, ("Assignee"), with a mailing address of P.O. Box 710, Pensacola, Florida 32593.

WHEREAS, Assignor has agreed to sell and Assignee has agreed to purchase all of Assignor's leasehold interests in: that certain Pitt Slip Marina Lease Agreement between the City of Pensacola and Florida Sun International, Inc. dated September 18, 1985, and recorded in O.R. Book 3624 at Page 104 of the Public Records of Escambia County, Florida and amended on October 17, 1985 and recorded in O.R. Book 3624 at Page 131 of the Public Records of Escambia County, Florida ("Lease"); that certain Lease Agreement between the City of Pensacola and the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida as recorded in O.R. Book 2249 at page 850 of the Public Records of Escambia County, Florida ("Submerged Land Lease"), and in the real property described in that certain Warranty Deed from the Historic Pensacola Preservation Board of Trustees, an agency of the State of Florida to the City of Pensacola dated July 25, 1990 and recorded in O.R. Book 2888 at page 963 of the Public Records of Escambia County, Florida ("Warranty Deed"); together with any and all amendments thereto (which Lease, Submerged Land Lease and Warranty Deed are collectively referred to herein as the "Marina Lease").

NOW THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid by Assignee to Assignor, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

I . The preamble hereto is incorporated herein by this reference as if fully set forth.

2. Assignor unconditionally grants, transfers, and assigns to Assignee, its successors and assigns, all of the right, title and interest of Assignor in and to the Marina Lease, together with any changes, extensions, revisions, or modifications thereof, and all of its right, title and interest in the real property described on Exhibit "A", attached and incorporated by reference.

3. In connection with such transfer and assignment, Assignor hereby represents and warrants to Assignee that:

A. Assignor has made no other assignment of the Marina Lease to any person or entity;

B. Assignor has full right, authority and power to execute and deliver this Assignment.

4. Assignee hereby assumes all duties and obligations of Assignor under the Marina Lease arising after the date hereof.

5. Assignor agrees that it shall deliver to Assignee copies of any notices delivered to or received by Assignor under the Marina Lease after the date of this Assignment.

6. This agreement is made subject to: (i) ad valorem taxes and assessments for year 2000 and subsequent years; (ii) easements to Gulf Power Company recorded in Official Records Book 3280 at Page 976 and Official Records Book 2251 at Page 475 of the Public Records of Escambia County, Florida; (iii) Notice of Limitation of Use/Site Dedications recorded in Official Records Book 2343 at Page 763 of the Public Records of Escambia County, Florida; (iv) Lease recorded in Official Records Book 3624 at Page 104 and Amendment recorded in Official Records Book 3624 at Page 131 of the Public Records of Escambia County, Florida; and (v) Lease recorded in Official Records Book 2249 at page 850 of the Public Records of Escambia County, Florida.

7. Assignor covenants that Assignor is the owner of the above leasehold estate; that Assignor has a good right to transfer the same; that the property is free and clear of any lien or

encumbrance not shown above, that the Assignee may at all times peaceably and quietly enter upon, hold, occupy and enjoy said leasehold estate; that the Assignor shall make such further assurances to perfect the leasehold estate in said property and every part thereof-, and the Assignor will defend the same against the lawful claims of all persons whomsoever, except as otherwise provided herein.

IN WITNESS WHEREOF, the undersigned has executed this instrument effective the day of April, 2000.

Signed, sealed and delivered in the presence of.-

Witness
Print Name:

Witness
Print Name:

ASSIGNOR:

SEVILLE HARBOUR, INC.
a Florida corporation

By:
RAY D. RUSSENBERGER, President

Signed, sealed and delivered in the presence of.-

Witness
Print Name:

Witness
Print Name:

ASSIGNEE:

MERRILL LAND COMPANY
a Florida corporation

By:
BURNEY H. MERRILL, President

EXHIBIT 6(A'9

PARCELI:

BEGIN AT THE SOUTHWEST CORNER OF BLOCK 8, WATERFRONT GRANT, ACCORDING TO MAP OF CITY OF PENSACOLA BY THOMAS C. WATSON, COPYRIGHTED IN 1906, SAID POINT ALSO BEING THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF BARRACKS STREET (60' R/W) AND THE NORTHERLY RIGHT-OF-WAY LINE OF MAGNOLIA STREET (60' R/W) ; THENCE GO NORTH 79 DEGREES 25 MINUTES 49 SECONDS EAST ALONG THE AFORESAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 175.00 FEET; THENCE GO NORTH 10 DEGREES 34 MINUTES 11 SECONDS WEST A DISTANCE OF 280.00 FEET; THENCE GO NORTH 79 DEGREES 25 MINUTES 49 SECONDS EAST A DISTANCE OF 135.00 FEET; THENCE GO NORTH 10 DEGREES 34 MINUTES 11 SECONDS WEST A DISTANCE OF 30.00 FEET; THENCE GO NORTH 79 DEGREES 25 MINUTES 49 SECONDS EAST A DISTANCE OF 827.08 FEET; THENCE GO SOUTH 10 DEGREES 34 MINUTES 11 SECONDS EAST A DISTANCE OF 310.00 FEET; THENCE GO SOUTH 59 DEGREES 34 MINUTES 30 SECONDS WEST A DISTANCE OF 191.38 FEET; THENCE GO SOUTH 79 DEGREES 25 MINUTES 49 SECONDS WEST A DISTANCE OF 347.08 FEET; THENCE GO SOUTH 10 DEGREES 34 MINUTES 11 SECONDS EAST A DISTANCE OF 95.00 FEET; THENCE GO SOUTH 79 DEGREES 25 MINUTES 49 SECONDS WEST A DISTANCE OF 123.00 FEET; THENCE GO NORTH 10 DEGREES 34 MINUTES 11 SECONDS WEST A DISTANCE OF 100.00 FEET; THENCE GO SOUTH 79 DEGREES 25 MINUTES 49 SECONDS WEST A DISTANCE OF 487.00 FEET TO THE NORTHWEST CORNER OF BLOCK 17, WATERFRONT GRANT, ACCORDING TO THE AFORESAID MAP OF THE CITY OF PENSACOLA, SAID POINT ALSO BEING THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF MAGNOLIA STREET (60'R/W) AND THE AFORESAID EASTERLY RIGHT-OF-WAY LINE OF BARRACKS STREET; THENCE GO NORTH 10 DEGREES 34 MINUTES 11 SECONDS WEST ALONG THE AFORESAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING, THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN SECTION 46, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 8.529 ACRES, LESS AND EXCEPT THAT PORTION OF A DEPARTMENT OF TRANSPORTATION DRAINAGE EASEMENT IN A PORTION OF CEDAR

AND ALCANIZ STREET; AND

PARCEL I-A:

ALL OF LOTS 1-10, 21 AND 22, AND THE WEST 20 FEET OF LOTS 11-20, BLOCK 8, WATERFRONT GRANT, ACCORDING TO MAP OF CITY OF PENSACOLA BY THOMAS C. WATSON, COPYRIGHTED IN 1906, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF BLOCK 8, WATERFRONT GRANT ACCORDING TO MAP OF CITY OF PENSACOLA BY THOMAS C. WATSON COPYRIGHTED IN 1906, SAID POINT ALSO BEING THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF BARRACKS STREET (60'R/W) AND THE SOUTH RIGHT-OF-WAY LINE OF CEDAR STREET (60'R/W); THENCE GO NORTH 79 DEGREES 25 MINUTES 49 SECONDS EAST ALONG THE NORTH LINE OF THE AFORESAID BLOCK 8 A DISTANCE OF 175.00 FEET; THENCE GO SOUTH 10 DEGREES 34 MINUTES 11 SECONDS EAST A DISTANCE OF 250.00 FEET TO A POINT ON THE SOUTH LINE OF THE AFORESAID BLOCK 8; THENCE GO SOUTH 79 DEGREES 25 MINUTES 49 SECONDS WEST ALONG THE AFORESAID SOUTH LINE A DISTANCE OF 175.00 FEET TO A POINT ON THE AFORESAID EASTERLY RIGHT-OF-WAY LINE OF BARRACKS STREET; THENCE GO NORTH 10 DEGREES 34 MINUTES 11 SECONDS WEST ALONG THE AFORESAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 250.00 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL IS SITUATED IN SECTION 46, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 1.004 ACRES; AND

PARCEL III:

ALL OF LOTS 1-4, 11-14 AND A PORTION OF LOT 21, BLOCK 17, ALL OF LOTS 1-4 AND A PORTION OF LOTS 11-14, BLOCK 18, AND A PORTION OF ADAMS STREET, WATERFRONT GRANT, ACCORDING TO MAP OF CITY OF PENSACOLA BY THOMAS C. WATSON, COPYRIGHTED IN 1906, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS
1. 1 18 ACRES.

Prepared by and Return to:
Daniel R. Lozier
LOZIER, THAMES & FRAZIER, P.A.
Attorneys at Law
125 W. Romana Street, Suite 224
Pensacola, Florida 32501
(850) 469-0202

CONSENT

STATE OF FLORIDA
COUNTY OF ESCAMBIA

UTE ASSIGNMENT OF LEASE

Pursuant to approval by the City Council on
Pensacola, by and through its undersigned

2000, the City of
City Manager, hereby gives
its consent to the Absolute Assignment of Lease by Seville Harbour, Inc., a Florida
corporation in favor of Merrill Land Company, a Florida corporation with respect to the
real property interests known as "Pitt Slip Marina" as more fully described in Exhibit "A"
attached and incorporated by reference. By the execution of this consent, the City of
Pensacola releases Seville Harbour, Inc. from any obligations under the leases of said
property interests accruing from this date forward.

ATTEST:

CITY OF PENSACOLA

By:
Name:
Its:

By:
Name:
Ci

Its:

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this day of
2000 by . the CitT -Manager of THE CITY OF
PENSACOLA, FLORIDA, a lawfully constituted municipal body under the laws of the
State of Florida, on behalf of THE CITY OF PENSACOLA, FLORIDA, who () is personally
known to me or who has produced a drivers license as identification and has not taken
an oath.

Notary Public

Print Name:

My Commission Expires:

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