## IN THE CIRCUIT COURT IN AND FOR ESCAMBIA COUNTY, FLORIDA

| 21 W. ROMANA, LLC,          |
|-----------------------------|
| a Florida limited liability |
| company,                    |

Plaintiff,

| VS. | Case No.: |
|-----|-----------|
|     |           |

STUDER PROPERTIES, LLP, a
Florida limited liability partnership,
DRUG FREE WORKPLACES, INC.,
a Florida corporation,
Defendants.

## COMPLAINT FOR DECLARATORY RELIEF

COMES NOW Plaintiff, 21 W. ROMANA, LLC, a Florida limited liability company by and through its undersigned counsel and sues STUDER PROPERTIES, LLP, a Florida limited liability partnership and DRUG FREE WORKPLACES, INC., a Florida corporation and alleges:

- 1. This is an action for a declaratory relief under Florida Statutes Chapter 86 to confirm the existence of a prescriptive easement over and through real properties currently owned by Defendants, as set forth in Exhibit "A" attached hereto and incorporated herein.
- 2. Plaintiff, 21 W. Romana, LLC, is a Florida limited liability company with a single member, Charles S. Liberis a/k/a Charles S. Liberis, Jr. ("Liberis Jr.").
- 3. Defendant, Studer Properties LLP is a Florida limited liability partnership ("Studer Properties").
- 4. Defendant, Drug Free Workplaces Inc., is a Florida corporation ("Drug Free") (collectively Studer Properties and Drug Free are referred to herein as "Defendants").

#### The Benefitted Property - 21 W. Romana Street

- 5. Plaintiff, 21 W. Romana LLC, a Florida limited liability company ("21 W. Romana") is the owner of real property located at 21 W. Romana Street, Pensacola, Florida 32502 ("Benefitted Property") as shown on Exhibit "A" previously attached hereto and as more particularly described in the Quitclaim Deed attached hereto as Exhibit "B" and incorporated herein.
- 6. Prior to Plaintiff, 21 W. Romana taking title to the Benefitted Property, title was held by Liberis Jr., Mary C. Liberis and/or Charles Liberis a/k/a Charles S. Liberis, Sr. ("Predecessors") since January 26, 1945.
- 7. Plaintiff, 21 W. Romana and the Predecessors of the Benefitted Property have specifically used the area described as a prescriptive easement on Exhibit "A," previously attached hereto.

## The Burdened Properties – Baylen Parking Lot and 25 W. Romana Parking Lot.

- 8. Defendant, Studer Properties is the record owner of 150 S. Baylen Street, Pensacola, Florida 32502 ("Baylen Parking Lot") having acquired title from the Community Redevelopment Agency of the City of Pensacola on or about August 31, 2017.
- 9. The Community Redevelopment Agency of the City of Pensacola acquired the Baylen Parking Lot from Escambia County on or about February 13, 2008.
- 10. Prior to February 13, 2008, Escambia County acquired title to the Baylen Parking Lot from Barnett Bank of West Florida on October 20, 1995, and the legal description in the conveyance specifically referred to the Baylen Parking Lot as "The Parking Lot Property," as more particularly described in Exhibit "C" attached hereto and incorporated herein by reference.

- 11. Defendant, Drug Free is the record owner of 25 W. Romana Street, Pensacola, Florida 32502 ("25 W. Romana") having acquired title from October 16, Inc., on or about June 2, 1997. As shown on Exhibit "A", approximately, the southern half of 25 W. Romana is the 25 W. Romana Parking Lot (collectively, the Baylen Parking Lot and the "25 W. Romana Parking Lot") are the "Burdened Parking Lot Property").
- 12. The Baylen Parking Lot abuts the boundary lines of the Benefitted Property and 25 West Romana as set forth in Exhibit "A" previously attached hereto.
- 13. When Defendants acquired their respective properties, they were, and to this day continue to be, in use as parking lots, and the easement was at that time, and continues to be, openly and visibly used, not only by Plaintiff, 21 W. Romana, but also by Defendant, Drug Free.

## Plaintiff, 21 W. Romana's Use and Studer Properties Development

- 14. There has been actual, continuous, and uninterrupted use of an easement over, across, and through the Burdened Parking Lot Property by Plaintiff and its Predecessors, including tenants, vendors, guests, and utility services for ingress and egress, vehicle parking, deliveries, maintenance, utility access, trash removal, dumpster pick up, and fire exits for more than 20 years prior to the conveyance from Barnett Bank of West Florida to Escambia County.
- 15. Plaintiff, 21 W. Romana's use of the Burdened Parking Lot Property has been:
- a. open, notorious, and visible with the actual knowledge of the Defendants and the previous owners of the Burdened Parking Lot Property, or the knowledge of such use must be imputed to them;

- b. across, over, and through a limited and defined area with a reasonably certain, width, line, and termini as identified in Exhibit "A" previously attached hereto; and
- c. continuous and without permission of the Defendants or the prior owners of the Burdened Parking Lot Property and under some claim of right, inconsistent with the rights of Defendants and previous owners of the Burdened Parking Lot Property, such that they could have asserted a cause of action against the Plaintiff, 21 W. Romana to prevent the use.
- 16. Defendant, Studer Properties has announced plans to develop the Burdened Parking Lot Property into townhomes consisting of several buildings, an amenity area, and a swimming pool, and Defendant, Studer Properties intends to purchase 25 W. Romana Parking Lot from Defendant, Drug Free to develop into an amenity area and swimming pool. A true and correct copy of Studer Properties' plan of development as submitted to the City of Pensacola's Architectural Review Board is attached hereto as Exhibit "D."
- 17. Defendant, Studer Properties' development will decrease the value of the Benefitted Property at 21 W. Romana, will interfere with the 21 W. Romana's use and quiet enjoyment, and will result in Plaintiff, 21 W. Romana losing access to its property via its prescriptive easement.
- 18. Defendant, Studer Properties' development will block Plaintiff, 21 W. Romana's use of the rear area of its building, including, but not limited to, its prescriptive easement which will prevent tenants, vendors, guests, and utility services from ingress and egress, vehicle parking, deliveries, maintenance, utility access, trash removal, dumpster pickup, and fire exits.
- 19. Plaintiff, 21 W. Romana alleges that it has a prescriptive easement across the Burdened Parking Lot Property for ingress and egress, at least for vehicle parking, deliveries,

maintenance, utility access, trash removal, dumpster pickup, and fire exits to its property, the Burdened Parking Lot Property.

- 20. Plaintiff, 21 W. Romana has used the prescriptive easement across, over, and through the Burdened Parking Lot Property, and Liberis Jr., has actual knowledge that the Burdened Parking Lot Property was used as a parking lot for 20 continuous years without interruption at least since time that the Benefitted Property was owned by Mary C. Liberis as of 1973.
- 21. Plaintiff, 21 W. Romana's use has been adverse to all owners of the Burdened Parking Lot Property.
- 22. The adverse legal interest of the parties are of sufficient immediacy and materiality to warrant a declaratory judgment.
- 23. All conditions precedent to bringing this action have been performed or have occurred.

WHEREFORE, Plaintiff requests a declaration determining that:

- A. Plaintiff, 21 W. Romana has a prescriptive easement across Defendant, Studer Properties' Baylen Parking Lot and Defendant, Drug Free's 25 W. Romana Parking Lot for ingress and egress, parking, deliveries, maintenance, utility access, trash removal, dumpster pickup, and fire exits;
- B. Defendant, Studer Properties be enjoined from developing the Baylen Parking Lot and 25 W. Romana Parking Lot to the extent that it would block or impede Plaintiff, 21 W. Romana's, its guests, invitees, licensees, or tenants, use of the prescriptive easement to access 21 W. Romana; and
  - C. For such other and further relief as this Court deems just and proper.

/s/ Philip A. Bates

PHILIP A. BATES
Florida Bar No. 228354
SARAH S. WALTON
Florida Bar No. 49954
PHILIP A. BATES, P.A.
25 West Cedar Street, Suite 550 (32502)
Post Office Box 1390
Pensacola, FL 32591-1390
Telephone: (850) 470-0091
Telecopier: (850) 470-0441

Telephone: (850) 470-0091 Telecopier: (850) 470-0441 pbates@philipbates.net swalton@philipbates.net dwatts@philipbates.net

Attorneys for Plaintiff, 21 W. Romana, LLC

- and -

R. Douglas Goldin, Esquire Florida Bar No. 1005158 Liberis Law Firm 212 West Intendencia Street Pensacola, Florida 32502 Phone: (850) 438-9647

Fax: (850) 433-5409 dgoldin@liberislaw.com assistant@liberislaw.com

Pursuant to Fla. R. Jud. Admin. 2.516(b)(1)(A), Plaintiff's counsel hereby designates its primary email address for the purpose of email service as:

Philip A. Bates Primary: pbates@philipbates.net

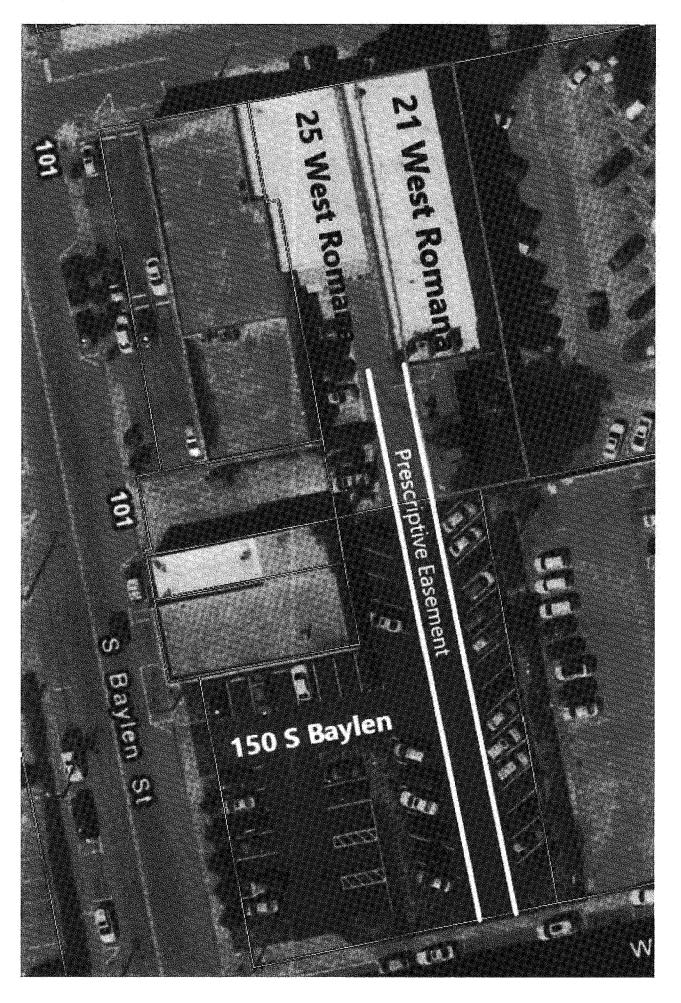
Secondary: dwatts@philipbates.net

Sarah S. Walton Primary: swalton@philipbates.net

Secondary: mbutler@philipbates.net

R. Douglas Goldin Primary: dgoldin@liberislaw.com

Secondary: assistant@liberislaw.com



Recorded in Public Records 08/02/2012 at 09:27 AM OR Book 6890 Page 922, Instrument #2012059497, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording \$10.00 Deed Stamps \$7.00

This Document Prepared By and Return to: Liberis Law Firm 212 West Intendencia Street Pensacola, FL 32502

Parcel ID Number: 152S304101000000

## **Quitclaim Deed**

This Quitclaim Deed, Made this 25<sup>th</sup> day of July, 2012 A.D., Between Charles S. Liberis, a married man as his non-homestead property of the County of Escambia, State of Florida, grantors, and 21 W. Romana, LLC, a Florida Limited Liability Company existing under the laws of the State of Florida whose address is: 212 W. Intendencia Street Pensacola, FL 32502 of the County of Escambia, State of Florida, grantees.

The East ½ of Lot 195, Block 26, Old City Tract, City of Pensacola, Escambia County, Florida, according to the map of said City copyrighted by Thomas C. Watson in 1906.

To Have and to Hold the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of grantors, either in law or equity, for the use, benefit and profit of the said grantees forever.

In Witness Whereof, the grantors have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in our presence:

Printed Name: Vicky 1 Minrichs

Charles S. Liberis

Address: 212 W. Intendencia St. Pensacola, FL 32502

Printed Name: Shannon Moreira

Witness

STATE OF Florida COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 25th day of July, 2012 by **Charles S. Liberis,** who is personally known to me or who have produced their **Florida driver's license** as identification.

identification.

VICKY L. HINRICHS
Notary Public - State of Florida
My Comm. Expires Nov 3, 2015
Commission # EE 137499
Bonded Through National Notary Assn.

Printed Name: Vicky L. Winrich

Notary Public
My Commission Expires: 11/3/2015

L/\Documents\LAND DEVELOPMENT\REAL ESTATE OWNED\21 W. Romana\2012-07-25 QCD-Charles to 21 W. Romana.doc

EXHIBIT, B

120 X

PREPARED BY AND RETURN TO:

LEONARDO J. MAIMAN, ESQUIRE BRANT, MOORE, MACDONALD & WELLS, P.A. BARNETT CENTER, SUITE 3100 50 NORTH LAURA STREET JACKSONVILLE, FL 32202 OR BK3857 PG0779
INSTRUMENT 00245808

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OCTOBER 26, 1995

Ernie Lee Magaha,

Clerk of the Circuit Court

BY:

D.C.

#### SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, is made as of the 20TH day of OCTOBER, 1995 by BARNETT BANK OF WEST FLORIDA, a Florida corporation, successor to The Citizens & Peoples National Bank of Pensacola ("Grantor"), in favor of ESCAMBIA COUNTY, a political subdivision of the State of Florida, (Tax I.D. # 59-60000598) the address of which is 14 West Government Street, Room 411, Pensacola, Florida 32501 ("Grantee").

#### WITNESSETH:

GRANTOR, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee the following described property ("Property"):

- A. All of that certain land ("Land") situated in Escambia County, Florida more particularly described on **Exhibit A** attached hereto and made a part hereof.
- B. All right, title and interest of Grantor in and to the improvements of any nature whatsoever situate on the Land.
- C. All rights, privileges, tenements, hereditaments, rightsof-ways, easements, appendages, appurtenances, reversions, remainders, and riparian or littoral rights belonging or in any wise appertaining to the Land or any improvements thereon and all right, title and interest of Grantor in and to any streets, ways, alleys, strips or gores of land adjoining the Land.

SUBJECT TO zoning and or restrictions and prohibitions imposed by governmental authority; restrictions, easements and other matters appearing of record; interest of undisclosed parties, if any; ad valorem real estate taxes for the year 1995 and install-

71428.1

ments of special assessments, if any, falling due after the date hereof; and any state of facts which would be disclosed by an accurate survey of the Property ("Permitted Encumbrances").

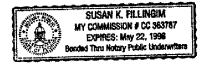
AND GRANTOR hereby represents to Grantee that, except as set forth in the Permitted Encumbrances, at the time of the delivery of this deed the Property was free from all encumbrances made by grantor, and that with respect to the valid claims of others against the Property arising out of acts of Grantor (excluding those involving any of the Permitted Encumbrances), Grantor will warrant and defend Grantor's title to the Property against such claims, but against none other. Grantee, by the acceptance of this deed, acknowledges that the foregoing representations and warranty by Grantor constitute the only representations and warranty, expressed or implied, made by Grantor to Grantee with respect to Grantor's title to the Property.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name by its proper officer thereunto duly authorized, the day and year first above written.

BARNETT BANK OF WEST FLORIDA, Signed, sealed and delivered a Florida corporation in the presence of:/ By: Print Name: Eric Nickelsen Print Name: VICKIE REYNOLDS President Title: Print Name: DONNA M. NICOLL (CORPORATE SEAL) Address: c/o Barnett Banks, Inc. 100 N. Laura Street 🤌 7th Floor Jacksonville, FL 32201

STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this <u>20TH</u> day of October, 1995, by Eric Nickelsen, as President of Barnett Bank of West Florida, a Florida corporation, who is personally known to me er has produced \_\_\_\_\_ as identification.



Print Name:

Notary Public
State of Florida At Large
Commission No.:

My Commission Expires:

Attn: Ms. Kathy Heaton

Instrument 00245808

Filed and recorded in the Official Records OCTOBER 26, 1995 at 01:28 P.M. ERNIE LEE MAGAHA. CLERK OF THE CIRCUIT COURT Escambia County, Fiorida

#### EXHIBIT "A"

#### PARKING LOT PARCEL:

COMMENCE AT THE SOUTHWEST CORNER OF BLOCK 26, OLD CITY TRACT, CITY OF PENSACOLA AS COPYRIGHTED BY THOMAS C. WATSON IN 1906; THENCE PROCEED N 89° 02' 20" EAST ALONG THE SOUTH LINE OF SAID BLOCK 26, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING, SAID POINT BEING THE INTERSECTION OF THE NORTH RIGHT OF WAY (R/W) LINE OF INTENDENCIA STREET (R/W VARIES) AND THE EAST R/W LINE OF BAYLEN STREET (R/W VARIES); THENCE PROCEED NORTH 00° 08' 28" EAST ALONG SAID EAST R/W LINE OF BAYLEN STREET A DISTANCE OF 119.10 FEET; THENCE DEPART SAID LINE, PROCEED NORTH 89° 11' 00" EAST A DISTANCE OF 66.55 FEET; THENCE PROCEED NORTH 00° 02' 03" WEST A DISTANCE OF 53.84 FEET; THENCE PROCEED NORTH 89° 23' 23" EAST A DISTANCE OF 60.08 FEET; THENCE PROCEED SOUTH 00° 06' 23" EAST A DISTANCE OF 172.39 FEET TO THE AFOREMENTIONED NORTH R/W LINE OF INTENDENCIA STREET; THENCE PROCEED SOUTH 89° 02' 20" WEST ALONG SAID NORTH R/W LINE A DISTANCE OF 127.22 FEET TO THE POINT OF BEGINNING. LYING AND BEING PART OF SECTION 46, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA.

#### BANK PARCEL:

COMMENCE AT THE NORTHWEST CORNER OF BLOCK 15, OLD CITY TRACT, CITY OF PENSACOLA AS COPYRIGHTED BY THOMAS C. WATSON IN 1906; THENCE PROCEED NORTH 89° 38' 12" EAST ALONG THE NORTH LINE OF SAID BLOCK 15, A DISTANCE OF 7.50 FEET TO THE POINT OF BEGINNING, SAID POINT BEING THE INTERSECTION OF THE EAST RIGHT OF WAY (R/W) LINE OF BAYLEN STREET (R/W VARIES) AND THE SOUTH R/W LINE OF INTENDENCIA STREET (R/W VARIES): THENCE CONTINUE NORTH 89° 38' 12" EAST ALONG SAID SOUTH R/W LINE A DISTANCE OF 280.02 FEET; THENCE DEPARTING SAID R/W LINE, PROCEED SOUTH 00° 13' 02" EAST A DISTANCE OF 90.60 FEET; THENCE PROCEED NORTH 89° 38' 12" EAST A DISTANCE OF 120.12 FEET TO THE WEST R/W LINE OF PALAFOX STREET (R/W VARIES); THENCE PROCEED SOUTH 00° 13' 02" EAST ALONG SAID WEST R/W LINE A DISTANCE OF 81.29 FEET; THENCE DEPARTING SAID WEST R/W LINE, PROCEED SOUTH 89° 15' 54" WEST A DISTANCE OF 255.23 FEET; THENCE PROCEED SOUTH 00° 17' 54" BAST A DISTANCE OF 19.97 FEET; THENCE PROCEED SOUTH 89° 51' 32" WEST A DISTANCE OF 145.68 FEET TO THE AFOREMENTIONED WEST R/W LINE OF BAYLEN STREET (R/W VARIES); THENCE PROCEED NORTH 00° 00' 00" EAST ALONG SAID WEST R/W LINE A DISTANCE OF 192.95 FEET TO THE POINT OF BEGINNING. LYING IN AND BEING PART OF SECTION 46, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA.



# Architectural Review Board Application Full Board Review

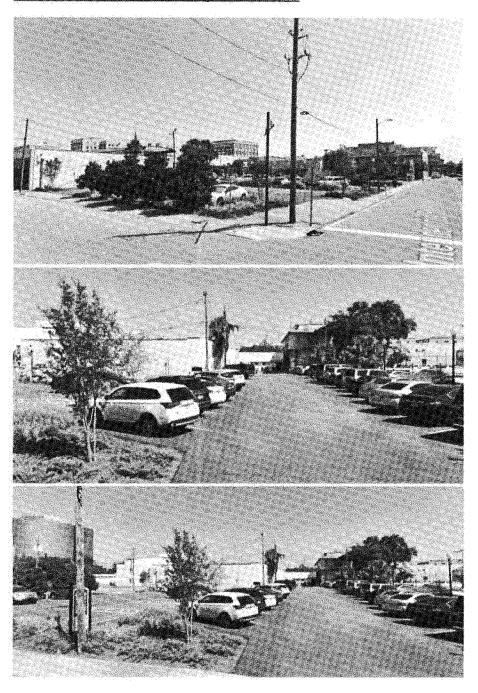
|  |   |  | Appli  | cation Date: $\frac{01}{2}$  | .28,2021  |  |
|--|---|--|--|--|---|--|
| Project Address:   | 150 S Bay   | ylen Street, P   | ensacola Flor  |  |   |  |
| Applicant:   | Caldwell A  | Associates Arc   | chitects   | pogodkagamaniki kujida konjennijska pojek po   |   |  |
| Applicant's Address:   | 116 N Tarragona Street  |  |  |  |   |  |
| Email:   | michelle@celdwell-l   | assoc.com/michael@caldsvi  | ell-essoc com  | Phone: 850-4   | 139-6578  |  |
| Property Owner:  | Studer Pro  | operties LLP   |  |  | maka mangan ji maka mangan kanada maka mangan ji makan ji                     |  |
| District:  | PHD   | NHPD   | (if different from   | Applicant) PHBD  | GCD   |  |
| * An application shall be deemed complete by the required information.   | ther Resident<br>e scheduled to<br>te Secretary to<br>Please see pa   | o the Board. You   | aring fee<br>all required mater<br>will need to inclu  | ide fourteen (14,  | copies of the   |  |
| Project specifics/descri   | ption:  |  |  |  |   |  |
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Planning Services 222 W. Main Street \* Pensacola, Florida 32502 (850) 435-1670 Mail to: P.O. Box 12910 \* Pensacola, Florida 32521



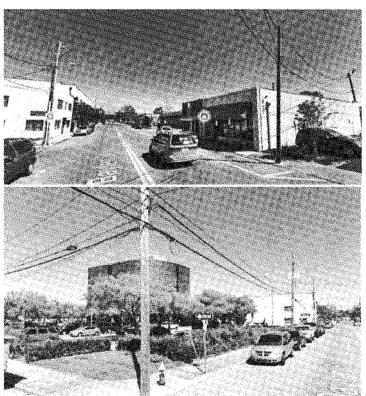
1/28/2021

## 150 S. Baylen Street Existing Conditions:



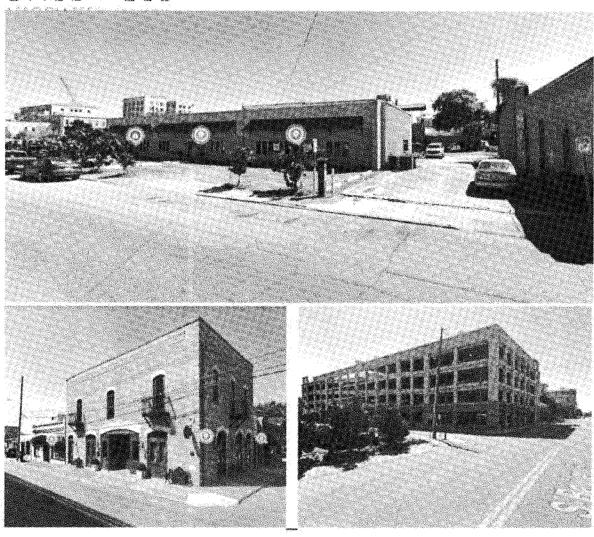
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## Surrounding Buildings:





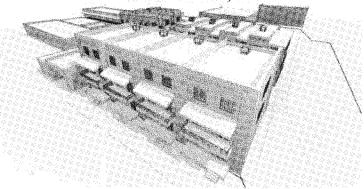
## CALDWELL





# RED FEATHER TOWNHOUSES BAYLEN ST. & INTENDENCIA ST.

PENSACOLA, FL.



| SCOPE OF WORK  | PROJECT TEAM   |  |  | PROJECT INFOMATION  |  |
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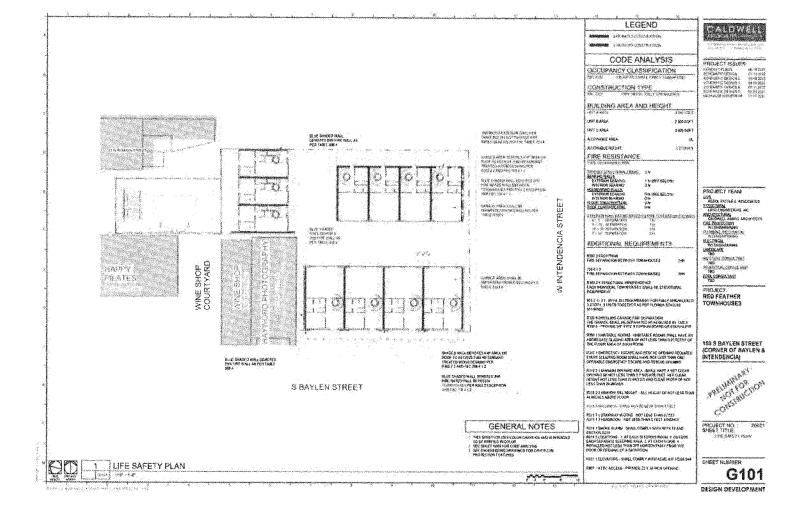
150 S BAYLEN STREET (CORNER OF BAYLEN & INTENDENCIA)

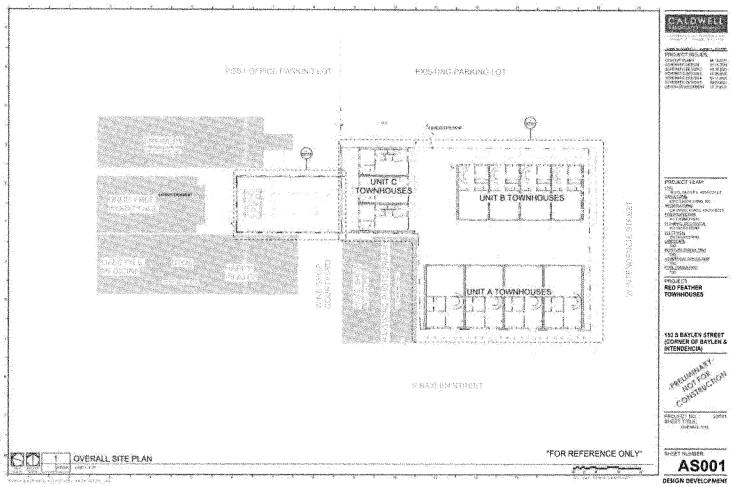
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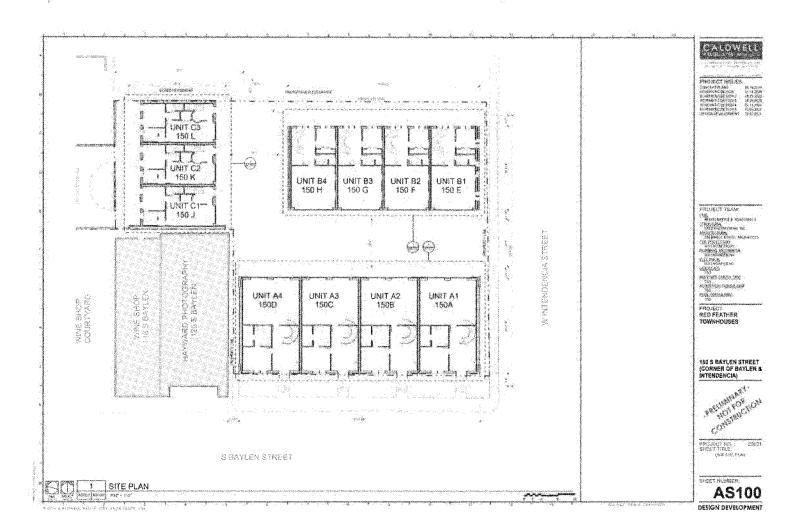
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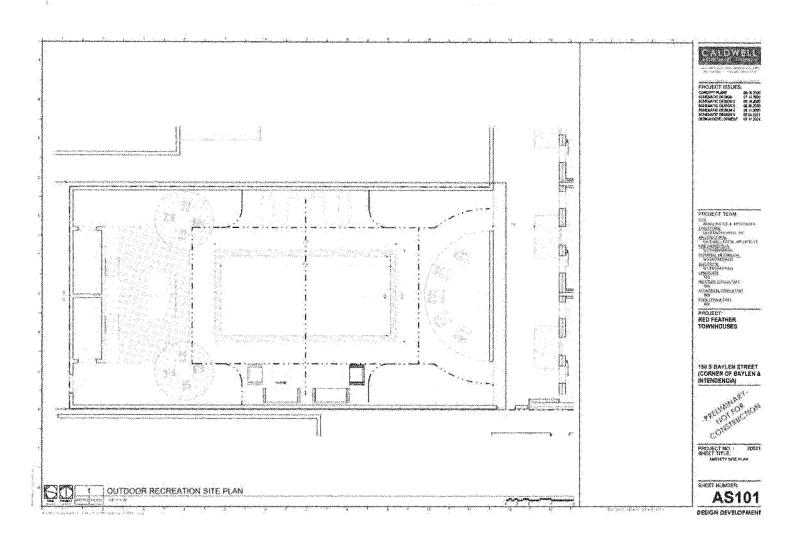
SHEET NUMBER G001

DESIGN DEVELOPMENT

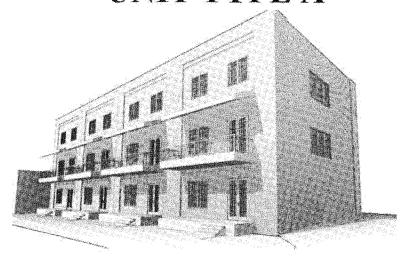






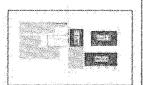


# **BAYLEN STREET TOWNHOUSES** UNIT TYPE A



## 4 BEDROOM / 3 1/2 BATH

2,377 SF - CONDITIONED SPACE 230 SF - BALCONIES 562 SF - 2 CAR GARAGE 3,169 SF TOTAL



## 

PREMETITIES

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PROJECT RED FEATHER TOWNHOUSES

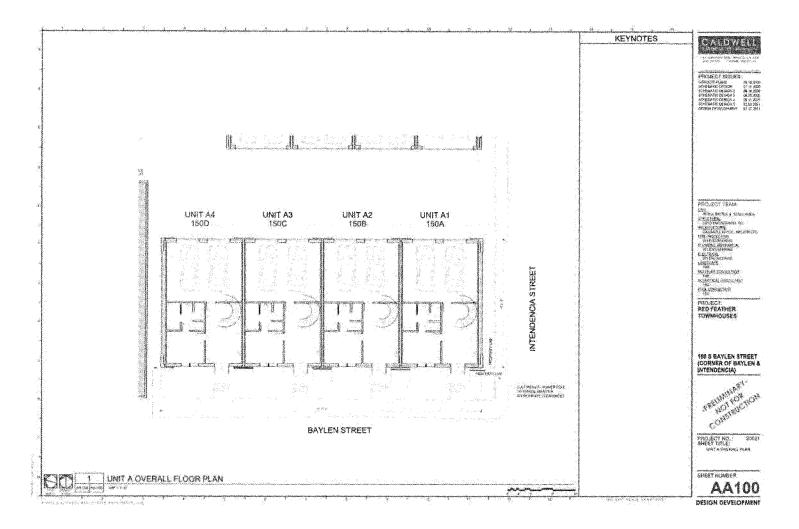
180 S Baylen Street (Corner of Baylen & Intendencia)

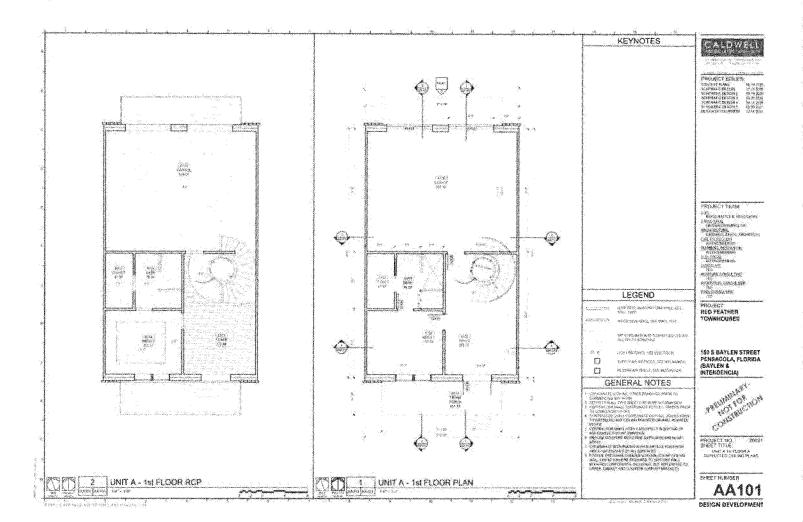
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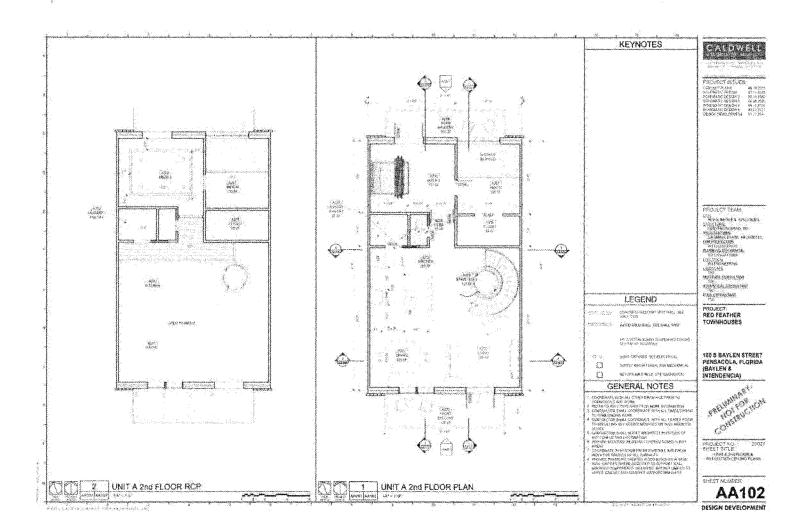
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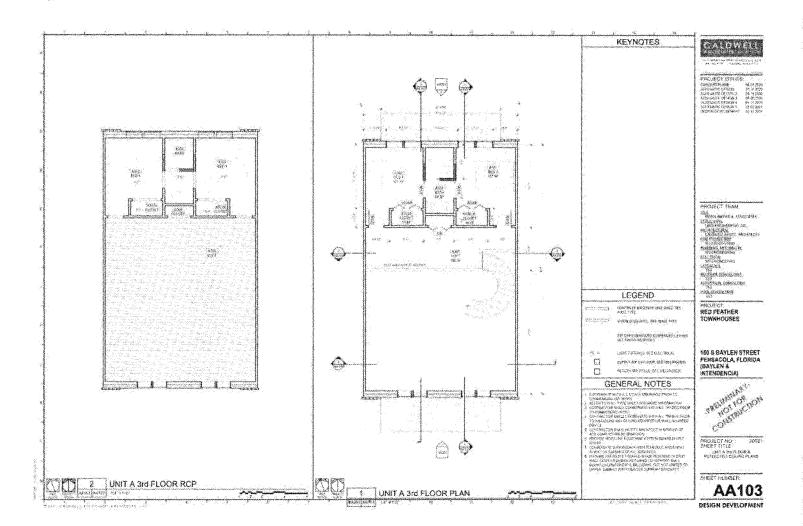
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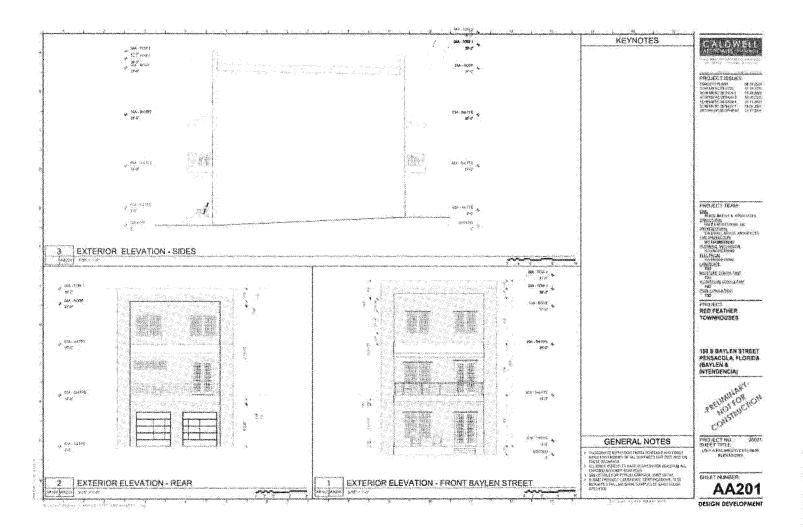
DESIGN DEVELOPMENT

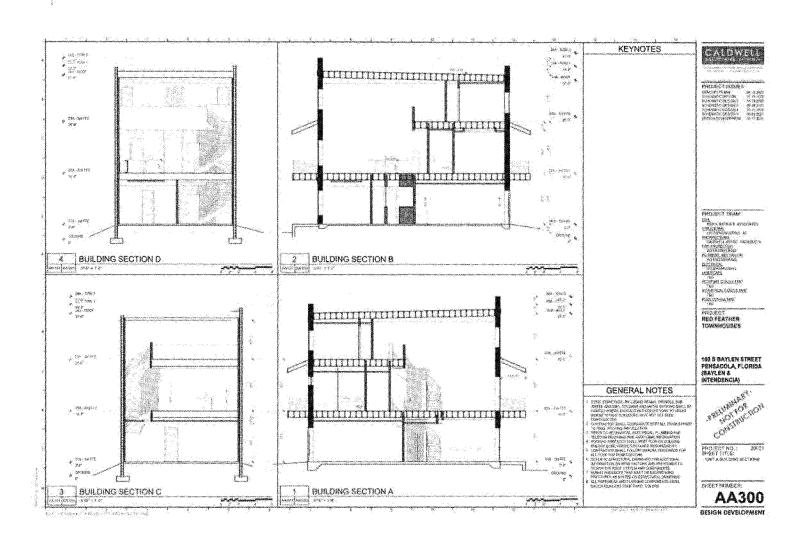




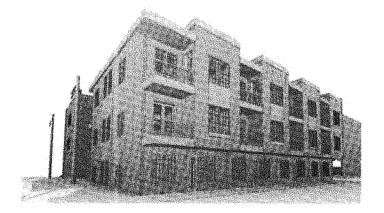






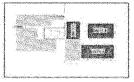


# BAYLEN STREET TOWNHOUSES UNIT TYPE B



## 4 BEDROOM / 3 1/2 BATH

2,152 SF - CONDITIONED SPACE 177 SF - BALCONIES 377 SF - 2 CAR GARAGE 2.706 SF TOTAL



PROSCI TEAM

PROJECT RED FEATHER TOWNHOUSES

183 S BAYLEN STREET (CORNER OF BAYLEN & BITENDENCIA)

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PROJECT NO 20041 SHEET TITLE, SECTION AND ASSESSMENT

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GB001
DESIGN DEVELOPMENT