

## MEMORANDUM

**TO:** MAYOR AND CITY COMMISSION

**FROM:** CITY ATTORNEY'S OFFICE

**DATE:** February 4, 2019

**RE:** **Second Amendment to Purchase and Sale Agreement  
with Lake Wire Development Company, LLC**

Attached for your consideration is a Second Amendment to the Purchase and Sale Agreement between the City of Lakeland and Lake Wire Development Company, LLC, extending the Purchaser's initial inspection period under the Agreement an additional ninety (90) days, for a total initial inspection period of three hundred (300) days from the effective date of the Agreement. The City Commission previously agreed to a 90-day extension of the original 120 initial inspection period in November.

As background, on July 16, 2018 the City Commission approved the sale of an approximately 2.3-acre City-owned property located northwest of Lake Wire to Lake Wire Development Company. Also included in the Agreement was the sale of the right-of-way for Martin L. King, Jr. Avenue west of Kathleen Road/Sikes Boulevard ("Old Kathleen Road"). The attached aerial map illustrates the 2.3-acre parcel and the subject right-of-way. The right-of-way to be sold dead ends at George Jenkins Boulevard, which is elevated at this location and provides no opportunity for connection. The City's vacant 2.3-acre parcel, together with the Old Kathleen Road right-of-way, is located immediately north of the old Florida Tile site that has been assembled by Lake Wire Development Company. The principals of Lake Wire Development Company are David Bunch and Bill Tinsley, who are also the principals of Roundhouse Holdings, LLC, which has assembled the land west of George Jenkins Boulevard for the development of Bonnet Springs Park. Their group intends to consolidate the old Florida Tile site with the City property to the north in order to create a larger tract for a potential commercial, retail and/or residential development. The proceeds of the sale would be used to endow a maintenance fund to offset the ongoing operation and maintenance expenses of Bonnet Springs Park.

Because the right-of-way for Old Kathleen Road splits the old Florida Tile site to the south and the City parcel to the north, it is essential to Lake Wire Development's plans that Old Kathleen Road be vacated and conveyed to them. Complicating this, however, is the fact that Old Kathleen Road is currently owned and controlled by the Florida Department of Transportation (FDOT). City staff, representatives of Lake Wire Development and the FDOT have met and had discussions about the transfer of the right-of-way and FDOT is supportive of the transfer. However, FDOT is in need of easements from Lake Wire Development for the maintenance of the supporting wall for

George Jenkins Boulevard and Lake Wire Development is attempting to acquire easements from FDOT in order to connect the proposed development site to Bonnet Springs Park to the west. Lake Wire Development has requested an additional 90-day extension of the initial inspection period under the Agreement in order to work out the details with FDOT. If granted, the total initial inspection period under the Agreement would be 300 days from the effective date of the Agreement.

It is recommended that the City Commission approve the attached Second Amendment to Purchase and Sale Agreement with Lake Wire Development Company, LLC and authorize the appropriate City officials to execute the Amendment.

Attachments

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GRAPHIC SCALE



( IN FEET )

1 inch = 150 ft.

LEGEND:

\\ \\ = CITY OF LAKELAND 2.33 +/- ACRE PARCEL

/// = RIGHT OF WAY TO BE VACATED



**SECOND AMENDMENT TO  
PURCHASE AND SALE AGREEMENT**

THIS SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT (this "Amendment") is made effective \_\_\_\_ day of February, 2019, by and between CITY OF LAKELAND, a municipal corporation existing under the laws of the State of Florida, by and through its City Commission, having its address at 228 South Massachusetts Avenue, Lakeland, Florida 33801 (the "Seller"), and LAKE WIRE DEVELOPMENT COMPANY, LLC, a Florida limited liability company having its address at 415 South Kentucky Avenue, Lakeland, FL 33801 (the "Purchaser").

RECITALS

A. Seller and Purchaser are parties to that certain Purchase and Sale Agreement dated July 20, 2018, as amended by First Amendment to Purchase and Sale Agreement dated effective November 30, 2018 (collectively, "Agreement"), concerning the purchase and sale of certain real property as more particularly described in the Agreement.

B. Seller and Purchaser have agreed to extend the Initial Inspection Period in accordance with the terms and conditions set forth in this Amendment.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, as well as other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals; Capitalized Terms. The foregoing recitals are true and correct and are incorporated herein by this reference. Unless otherwise indicated, all capitalized terms used herein shall have the same meaning as given to such terms in the Agreement.

2. Extension of Initial Inspection Period. The first sentence of paragraph 4 of the Agreement shall be deleted and replaced with the following:

"Purchaser shall have an initial inspection period beginning on the Effective Date and ending three hundred (300) days thereafter ("Initial Inspection Period") and Purchaser shall have a second inspection period commencing on the end of the Initial Inspection Period and ending five (5) years after the Effective Date ("Final Inspection Period") (the Initial Inspection Period and the Final Inspection Period will be referred to herein collectively as "Inspection Period") to evaluate all matters deemed relevant by Purchaser with respect to the Property and to determine, in Purchaser's sole discretion, whether or not it will be suitable to Purchaser."

3. Vacation and Termination of Right-of-Way. The right-of-way for Old Kathleen Road is currently owned by the State of Florida, Department of Transportation ("FDOT"). All references in the Agreement to Seller terminating or otherwise vacating the Old

Kathleen Road right-of-way within a period of one (1) year after the Effective Date is changed to read:

"Within a period of one (1) year after title to the Old Kathleen Road right-of-way is acquired by Seller from FDOT."

4. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original instrument, but all such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document. Facsimile or electronic copies (PDF) of this Amendment and the signatures thereon shall have the same force and effect as if the same were original.

5. Effective Date and Ratification. This Amendment shall be effective on the date of the last of the parties to sign this Amendment. Except as expressly modified herein, the Agreement shall remain in full force and effect, and the terms thereof are hereby ratified and confirmed.

**IN WITNESS WHEREOF**, each party hereto has caused this Amendment to be duly executed on its behalf on the day and year first above written.

**"SELLER"**

Signed in the presence of the following two witnesses:

CITY OF LAKELAND,  
a municipal corporation existing under the laws of the State of Florida

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

as Mayor

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Attest:

\_\_\_\_\_  
KELLY S. KOOS, City Clerk

**Approved as to form and correctness:**

\_\_\_\_\_  
Timothy J. McCausland, City Attorney

Dated: February \_\_\_\_\_, 2019

**"PURCHASER"**

Signed in the presence of the following two witnesses:

LAKE WIRE DEVELOPMENT COMPANY, LLC,  
a Florida limited liability company

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
David F. Bunch, Manager

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Harold W. Tinsley, Manager

Dated: February \_\_\_\_\_, 2019