

## MEMORANDUM

**TO:**       **Real Estate & Transportation Committee**  
Commissioner Mike Musick, Chairman  
Commissioner Bill Read  
Commissioner Chad McLeod

**FROM:**    City Attorney's Office

**DATE:**     August 19, 2024

**RE:**       **First Amendment to Vacant Land Sale Agreement with  
Industrial Brush Corporation**

On March 18, 2024, the City Commission approved a Vacant Land Sale Agreement (Agreement) with Industrial Brush Corporation (Industrial Brush) in the amount of \$120,000.00 for a 0.69-acre industrial lot located north and adjacent to 3919 Air Park Drive on the north side of Lakeland Linder International Airport (Airport). Industrial Brush is a company that specializes in the design and manufacture of brushes for several different industries.

Following approval by the City Commission in March, the parties executed the Agreement, and a ninety (90) day Due Diligence Period began during which Industrial Brush had the opportunity to conduct environmental assessments, surveys, and inspections to ensure that the property was suitable for its use. After Industrial Brush completed a boundary survey, a fifteen (15) foot public utility easement that runs north and south along the east portion of the property was discovered. The utility easement effectively reduces Industrial Brush's usable land by approximately 10%, from 30,000 square feet to 27,000 square feet. As a result, Industrial Brush has proposed reducing the purchase price of the property by 10%, or \$12,000.00, to reflect the equivalent percentage reduction in usable land.

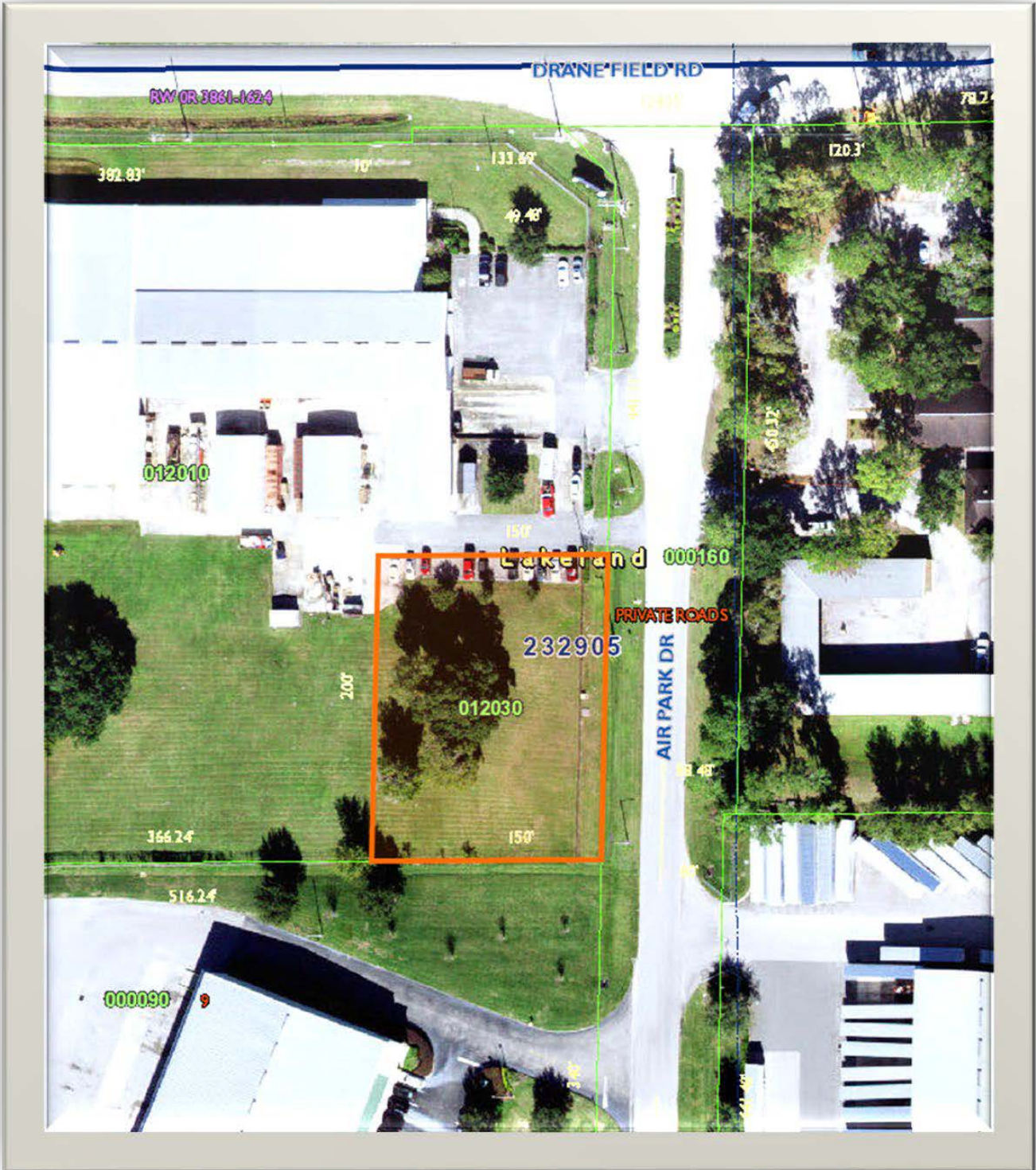
Lakeland Electric reviewed the utilities located in the easement area and determined that its facilities would need to remain in that location. As such, the recommendation is for the City to reserve an easement in exchange for a reasonable monetary concession, which is consistent with the reduction in Industrial Brush's usable land. Lakeland Electric staff determined that a 10% reduction in the sales price is within the range of reasonableness for of the reservation of the easement.

Accordingly, upon City Commission approval, the First Amendment to the Agreement includes a reduction in the purchase price from \$120,000.00 to \$108,000.00 in consideration of the utility easement. The First Amendment also extends the closing date to August 29, 2024. The reservation of the public utility easement will be contained in the City Deed when the property is conveyed to Industrial Brush on the closing date of the sale.

It is recommended that the City Commission approve the First Amendment to the Agreement with Industrial Brush and authorize the appropriate City officials to finalize and execute all corresponding documents related to the sale of the property.

Attachments

# LOCATION MAP



## **FIRST AMENDMENT TO VACANT LAND CONTRACT**

This FIRST AMENDMENT TO VACANT LAND CONTRACT ("First Amendment") is entered into this 19th of August 2024, by and between the City of Lakeland, a Florida municipal corporation ("Seller") and Industrial Brush Corporation ("Buyer"). For good and valuable consideration, the receipt of which is hereby acknowledged, Seller and Buyer agree to amend that certain Vacant Land Contract between Seller and Buyer dated March 19, 2024 (the "Contract") as follows:

1. Paragraph 2 of the Contract is amended to reduce the purchase price to One Hundred Eight Thousand and 00/100 Dollars (\$108,000.00) in consideration of the reservation of a utility easement as more specifically set forth in the "City Deed With Reservation of Easement".

2. Paragraph 4 of the Contract is amended to extend the Closing Date to August 29, 2024.

3. The introductory paragraph of Paragraph 8 of the Contract is amended to state the following: "Seller has the legal capacity to and will convey marketable title to the Property by City Deed With Reservation of Easement for the City 15 foot utility easement and otherwise, free of liens, easements and encumbrances of record or known to Seller, but subject to property taxes for the year of closing; covenants, restrictions, and public utility easements of record; existing zoning and governmental regulations; and provided there exists at closing no violation of the foregoing". The remaining paragraph of Paragraph 8 shall remain unchanged.

4. The effective date of this First Amendment is the date on which the last one of the Seller and Buyer has signed below, which date shall be inserted above.

5. Except as amended herein, all terms and conditions of the Contract shall continue in full force and effect.

**Seller:**  
**City of Lakeland, a Florida municipal Corporation**

By: \_\_\_\_\_  
H. William Mutz, Mayor

Date: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Kelly S. Koos, City Clerk

Approved as to form and correctness:

By: \_\_\_\_\_  
Palmer C. Davis, City Attorney

**Buyer:**  
**Industrial Brush Corporation**

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

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_