

ORDINANCE 12-24

AN ORDINANCE AUTHORIZING THE CITY MANAGER OF THE CITY OF PORT ST. LUCIE TO ENTER INTO AN AMENDMENT TO PURCHASE AND SALE AGREEMENT BETWEEN THE CITY OF PORT ST. LUCIE AND THE HUMANE SOCIETY OF ST. LUCIE COUNTY, INC; PROVIDING AN EFFECTIVE DATE

THE CITY OF PORT ST. LUCIE HEREBY ORDAINS:

Section 1. The City Manager of the City of Port St. Lucie is hereby authorized and directed to enter into an Amendment to Purchase and Sale Agreement between the City of Port St. Lucie and The Humane Society of St. Lucie County, Inc, for certain real property located in the City of Port St. Lucie, State of Florida, Parcel # 4 within the LTC Ranch PUD #1, to be substantially in the form of Amendment to Purchase and Sale Agreement attached hereto as Exhibit "A" and by reference incorporated herein.

Section 2. This Ordinance shall become effective ten (10) days after its final adoption.

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida, this ____ day of _____, 2012.

CITY COUNCIL
CITY OF PORT ST. LUCIE

BY: _____
JoAnn M. Faiella, Mayor

ATTEST:

Karen A. Phillips, City Clerk

APPROVED AS TO FORM: _____
Roger G. Orr, City Attorney

AMENDMENT TO PURCHASE AND SALE AGREEMENT

HUMANE SOCIETY OF ST.LUCIE COUNTY, INC.

THIS AMENDMENT is entered into this _____ day of _____, 2012, to that certain Purchase and Sale Agreement ("the Agreement") dated March 24, 2010, by and between the **CITY OF PORT ST. LUCIE**, a Florida municipal corporation, hereinafter referred to as "Seller", and the **HUMANE SOCIETY OF ST. LUCIE COUNTY, INC.** a Florida non-profit corporation, referred to as "Purchaser".

WHEREAS, the parties desire to amend the Purchase and Sale Agreement to extend the time frame for completion of the construction project.

NOW, THEREFORE, in consideration of the mutual promises, covenants and considerations contained herein, the parties agree as follows:

1. Paragraph 6 (b) of the Agreement is amended as follow:
 - (b) Development Covenant. Property shall be used as a Humane Society Animal Shelter, kennel, office space, and/or animal clinic. The Humane Society shall complete its first-phase building improvements, to consist of 4000 an approximately 11,000 square foot facility, ~~within two years of execution of this Agreement~~ by December 31, 2013. Purchaser will pay for all plans, engineering, environmental studies, permits and fees to develop a construction plan for Parcel 4 that includes a building of 4000 approximately 11,000 square feet, development of the land for its intended use, driveway access to Glades Cutoff Road, and adequate water retention. Construction of the Humane Society facility shall be completed ~~within thirty six months of execution of this Agreement~~ by December 31, 2013. The total market value of the land and building after construction will exceed \$500,000.00.
2. Paragraph 7 of the Agreement is amended as:
 - (a) Development Covenant Reverter. If Purchaser should fail to construct the improvement set forth in Paragraph 6 (b) ~~within thirty six months after the execution of this Agreement~~ by December 31, 2013, title to the property, subject and subordinate to all matters of record then existing, shall revert to Seller. Construction shall be deemed complete if a

Certificate of Occupancy has been issued for the building set forth in Paragraph 6(b). If the Seller has not filed a Notice of Non-Compliance in the land records of St. Lucie County within twenty-seven months of the issuance of the building permit, then this right of reverter shall terminate automatically.

3. In the event there is any conflict between any terms or provision in the Agreement and any term or provision of this Amendment, the terms and provisions of this Amendment shall control. The Agreement, except as amended and modified by this Amendment, remains in full force and effect.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the day and year first above written.

PURCHASER:

Humane Society of St. Lucie County, Inc.

Date: _____

By: _____
Frank Andrews, Executive Director

SELLER:

City of Port St. Lucie, a Florida municipal corporation

Date: _____

By: _____
Gregory J. Oravec, City Manager

Attest: _____
Karen A. Phillips, City Clerk

Approved as to form and sufficiency:

Pam E. Booker, Esq.
Senior Assistant City Attorney

MEMORANDUM

TO: GREGORY J. ORAVEC, CITY MANAGER

THRU: ROGER G. ORR, CITY ATTORNEY *Geo*

FROM: PAM E. BOOKER, SENIOR ASSISTANT CITY ATTORNEY *PB*

DATE: APRIL 9, 2012

SUBJECT: HUMANE SOCIETY OF ST. LUCIE COUNTY
AMENDMENT TO PURCHASE & SALE AGREEMENT
LTC RANCH PARCEL 4

Attached please find a proposed Ordinance and an Amendment to Purchase and Sale Agreement between the City of Port St. Lucie and the Humane Society of St. Lucie County, Inc. The City and the Humane Society entered into a Purchase and Sale Agreement on March 24, 2010, for the conveyance of LTC Ranch parcel number four. Due to an increase in the size of the project (from 4,000 square feet to 11,000 square feet), the Humane Society is requesting for the parties to agree to an extension of the time frame for the issuance of the Certificate of Occupancy. This Amendment provides the Humane Society additional time for completion of the construction project from March 24, 2013 until December 31, 2013. This Amendment has been reviewed and approved by the Legal Department. Please place this item on the next available City Council agenda for consideration. Should you have any questions or need additional information, please contact me at 871-5165.

PB/liw
Attach.

FOR
4-23 -12
cc

*First Reading
of Ordinances
NO 4/18/12*

RECEIVED

APR 09 2012

City Manager's Office