



CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 10C
Meeting Date: ~~12/12/16~~

TO: Mayor and City Council
VIA: Russ Blackburn, City Manager *RB*
THRU: O. Reginald Osenton, City Attorney *RO*
FROM: Thomas F. Mullin, Esq., Special Legal Counsel *TFM*

*Signed in attorney's
absence to avoid delay*

Agenda Item: Ordinance: AN ORDINANCE AUTHORIZING THE CONVEYANCE FROM THE CITY OF PORT ST. LUCIE TO EQUITAS MANAGEMENT GROUP, LLC, A TENNESSEE LIMITED LIABILITY COMPANY, OF APPROXIMATELY 0.66 ACRES OF REAL PROPERTY LOCATED ON GATLIN BOULEVARD JUST WEST OF BRESCIA STREET, IN ACCORDANCE WITH SECTION 2 OF THE AGREEMENT FOR EXCHANGE OF PROPERTY, EFFECTIVE ON DECEMBER 1, 2016; PROVIDING AN EFFECTIVE DATE.

Submittal Date: 12/6/2016 *16-95*

STRATEGIC PLAN LINK: Goal 3 – Balanced and Sustainable Growth

BACKGROUND: Equitas Management Group, LLC ("Equitas"), owns certain lots at the corner of Gatlin Boulevard and Brescia Street ("Gatlin Parcels") that it intends to develop into a commercial project (the "Project"). Due to the small size of the Gatlin Parcels, Equitas initially proposed to construct the surface water management, drainage and other features supporting the Project on property it owns on Brescia Street between Kenwick Avenue and Elmwood Avenue north of the Gatlin Parcels ("Drainage Parcels").

The City owns certain lots to the west of, and directly abutting, the Gatlin Parcels on Gatlin Boulevard ("City Parcels").

Equitas and the City entered into a land exchange agreement, whereby Equitas agreed to convey the Drainage Parcels to the City in exchange for the City conveying the City parcels to Equitas. The Agreement for Exchange of Property ("Agreement") was executed by the City and effective on December 1, 2016.

Pursuant to Section 2 of the Agreement, the City is to convey the City Parcels upon a showing that certain conditions have been met. Upon meeting those conditions, and in exchange for conveying the City Parcels to Equitas, Equitas will convey the Drainage Parcels to the City.

ANALYSIS: The result of the land exchange will provide the City with additional open space adjacent to existing residential communities that will serve as a buffer between the residential areas and the proposed Project. For Equitas, it allows the developer to address some of the residents' concerns and consolidates the parcels of the Project with the water management facilities supporting it. The form of Special Warranty Deed has been approved by the City Attorney and Special Counsel to the City.

FINANCIAL INFORMATION: Equitas obtained a real estate broker opinion of value for the City Parcels and the Drainage Parcels. The real estate opinions estimate the value of the City Parcels at \$165,000 and the value of the Drainage Parcels at \$174,000. Therefore, there is a financial benefit of approximately \$9,000 for the City for the land exchange.

LEGAL INFORMATION: The City Attorney and Special Counsel to the City has worked with the Planning and Zoning Department and legal counsel for Equitas concerning this proposed land exchange. The Special Warranty Deed has been reviewed and has been approved as to form and legal sufficiency by O. Reginald Osenton, City Attorney, and Thomas F. Mullin, Special Counsel to the City.

STAFF RECOMMENDATION: The City Attorney's Office and Planning and Zoning staff recommend approval.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: A brief presentation of this matter may be made by the City Attorney's Office or Planning and Zoning Department upon request.

REQUESTED MEETING DATE: 12/12/2016

LOCATION OF PROJECT: Gatlin Boulevard and Brescia Street

ATTACHMENTS: Draft Special Warranty Deed and attachment.

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AN ORDINANCE AUTHORIZING THE CONVEYANCE FROM THE CITY OF PORT ST. LUCIE TO EQUITAS MANAGEMENT GROUP, LLC, A TENNESSEE LIMITED LIABILITY COMPANY, OF APPROXIMATELY 0.66 ACRES OF REAL PROPERTY LOCATED ON GATLIN BOULEVARD JUST WEST OF BRESCIA STREET, IN ACCORDANCE WITH SECTION 2 OF THE AGREEMENT FOR EXCHANGE OF PROPERTY, EFFECTIVE ON DECEMBER 1, 2016; PROVIDING AN EFFECTIVE DATE.

THE CITY OF PORT ST. LUCIE HEREBY ORDAINS:

Section 1. That there is hereby authorized the conveyance, by Special Warranty Deed (the "Proposed Deed") from the City of Port St. Lucie to Equitas Management Group, LLC, a Tennessee limited liability company ("Equitas") of approximately 0.66 acres of real property located on Gatlin Boulevard just west of Brescia Street, in accordance with Section 2 of the Agreement for Exchange of Property, effective on December 1, 2016. The Proposed Deed shall serve to relinquish any ownership interest in the above-described real property. The Proposed Deed is attached to this Ordinance as Exhibit "A," and is authorized and approved in substantially the same form attached hereto. A survey of the real property is attached as Exhibit "B." The Mayor and City officials are hereby authorized to execute any and all documents necessary to complete this proposed real estate transaction.

Section 2. That this Ordinance shall become effective immediately upon adoption in order to comply with the requirement that the above-listed real property shall be conveyed to Equitas within ten (10) days after the City approves the land use amendment and zoning change for the subject real property, and the expiration of any appeal period (an additional thirty (30) days), said land use and zoning approvals currently set for second reading at the December 12, 2016 Council meeting.

ORDINANCE 16-95

Passed and approved by the City Council of the City of Port St. Lucie, this ____ day of _____, 2017.

ATTEST:

CITY COUNCIL
CITY OF PORT ST. LUCIE

Karen A. Phillips, City Clerk

By: _____
Gregory J. Oravec, Mayor

APPROVED AS TO FORM:

By: _____
O. Reginald Osenton
City Attorney

Exhibit

“A”

(to Authorizing Ordinance)

Prepared by and return to:
W. Lee Dobbins, Esq.
Dean, Mead, Minton & Zwemer
1903 South 25th Street, Suite 200
Fort Pierce, FL 34947

Parcel ID #: _____

Special Warranty Deed

THIS SPECIAL WARRANTY DEED, executed this ____ day of _____, 2016, by the CITY OF PORT ST. LUCIE, a Florida municipal corporation ("Grantor"), whose address is 121 S.W. Port St. Lucie Boulevard, Port St. Lucie, Florida 34984-5099, to EQUITAS MANAGEMENT GROUP, LLC, a Tennessee limited liability company ("Grantee"), whose address is 2034 Hamilton Place Boulevard, Suite 400, Chattanooga, Tennessee 37421.

WITNESSETH:

That Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Grantee, all of Grantor's right, title and interest in and to that certain real property situate, lying and being in St. Lucie County, Florida (hereinafter referred to as the "Property"), and being more particularly described in **Exhibit A** attached hereto, incorporated by reference and made a part hereof.

TOGETHER with the improvements thereon and all tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

SUBJECT TO (i) current taxes and assessments not yet delinquent and taxes and assessments for subsequent years; (ii) all laws, ordinances, and governmental regulations, including, but not limited to, all applicable building, zoning, land use and environmental ordinances and regulations; and (iii) easements, restrictions, agreements, conditions, limitations, reservations and other matters of record, if any, but this reference to the foregoing shall not operate to reimpose the same.

TO HAVE AND TO HOLD the Property, with all and singular the rights, members and appurtenances thereof, belonging or in anywise appertaining to Grantee, its successors and assigns, forever.

GRANTOR, for itself and its successors, does covenant, promise and agree, to and with the Grantee, its successors and assigns, that it has not done, or suffered to be done, anything whereby the Property is, or may be, in any manner encumbered or charged, except as set forth above, and that it will **SPECIALY WARRANT AND FOREVER DEFEND** the Property against all persons lawfully claiming the same by, through or under it, but not otherwise.

GRANTOR further covenants with Grantee that the Grantor is lawfully seized of said land in fee simple and that the Grantor has good right and lawful authority to sell and convey the land.

GRANTOR hereby releases all right, title and interest in all phosphate, minerals and metals that are or may be in, on, or under the said land and all the petroleum that is or may be in, on, or under said land, along with the privilege to mine and develop the same, pursuant to Section 270.11, Florida Statutes.

IN WITNESS WHEREOF, Grantor has executed and delivered this Special Warranty Deed as of the day and year first above written.

CITY OF PORT ST. LUCIE,
a Florida municipal corporation

By: _____
Print Name: _____
Title: _____

Signed, sealed and delivered in the presence of:

1st Witness Name: _____

2nd Witness Name: _____

State of Florida
County of St. Lucie

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by _____, who is personally known to me ~~or who produced~~ _____ as identification and who did not take an oath.

Notary Public
My Commission Expires: _____

Exhibit A
Property Description

Lots 12, 13, 18 and 19, Block 1732, PORT ST. LUCIE SECTION THIRTY-FIVE, according to the plat thereof as recorded in Plat Book 15, Pages 10 and 10A through 10P, Official Records of St. Lucie County, Florida, LESS AND EXCEPT lands described in Order of Taking recorded in O.R. Book 319, Page 2833, Official Records of St. Lucie County, Florida.

Exhibit

“B”

(to Authorizing Ordinance)

