

MEMORANDUM**Office of the City Attorney**

TO: Mayor and City Commission **DATE:** May 13, 2002
FROM: City Attorney **CONSENT**

SUBJECT: A First Addendum to the Contract for Purchase and Sale and Option Agreement, with First Amendment, between the City of Gainesville and Florida Food Service, Inc., extending an exclusive and irrevocable right and option to elect to purchase property located in the Airport Industrial park.

Recommendation: The City Commission approve, and authorize the City Manager to execute, the First Addendum to the Contract for Purchase and Sale and Option Agreement, with First Amendment between the City of Gainesville and Florida Food Service, Inc., extending an exclusive and irrevocable right and option to elect to purchase property located in the Airport Industrial Park.

The City of Gainesville and Florida Food Service entered into a Contract for Purchase and Sale and Option Agreement on January 28, 1997, with First Amendment to Contract for Purchase and Sale and Option Agreement, dated April 14, 1997 (hereinafter referred to as the "Contract"), providing for the purchase and sale and option to purchase certain real property located in the Airport Industrial Park. The closing of the Contract for the sale and purchase of the Premises occurred on June 2, 1997. The Contract provided that upon successful closing on the Premises, the City grant to Florida Food Service the exclusive and irrevocable right and option to elect to purchase 3.44 acres described as Lot 12, located in the Airport Industrial Park. Pursuant to the Contract, the term of the option herein referred to above commenced on June 2, 1997, and will expire on June 2, 2002. Therefore, Florida Food Service desires to extend the option to elect to purchase the Option Property for an additional five (5) years from the date that the option expires on June 2, 2002.

The City proposes to grant Florida Food Service a five (5) year extension of the exclusive and irrevocable right and option from June 2, 2002 through the term of the Option to elect to purchase, on the terms and conditions set forth in the Contract, the Option Property. Florida Food Service has agreed to pay Two Thousand Dollars (\$2,000.00) as consideration for the extension of the Option (hereinafter referred to as the "Option Consideration") at the time that this First Addendum is fully executed by the parties. If Florida Food Service elects to exercise the Option within the five (5) year extension, on the terms and conditions set forth in the

Legistar No. _____

Contract, the Option Consideration shall be applied towards the purchase price of the Option Property.

This Agreement is contingent upon approval by the Gainesville City Commission and the concurrence of the Gainesville-Alachua County Regional Airport Authority (herein referred to as "GACRAA"). The GACRAA meeting is scheduled to take place May 16, 2002.

Prepared by: _____
Walter Mathews, IV
Assistant City Attorney

Approved and
Submitted by: _____
Marion J. Radson,
City Attorney

MJR:WM:sw

**FIRST ADDENDUM TO
CONTRACT FOR PURCHASE AND SALE
AND OPTION AGREEMENT**

THIS FIRST ADDENDUM (hereinafter referred to as the "First Addendum") to the Contract for Purchase and Sale and Option Agreement is made and entered into this ____ day of _____, 2002, by and between the City of Gainesville, a municipal corporation of the State of Florida (hereinafter referred to as "Seller") and Florida Food Service, Inc. (hereinafter referred to as "Purchaser").

WHEREAS, the parties entered into a Contract for Purchase and Sale and Option Agreement on January 28, 1997, with First Amendment to Contract for Purchase and Sale and Option Agreement, dated April 14, 1997, (hereinafter referred to as the "Contract"), providing for the purchase and sale and option to purchase certain real property located in the Airport Industrial Park (hereinafter referred to as the "Premises") (see Exhibit "A" attached to the Contract); and

WHEREAS, closing of the Contract for the sale and purchase of the Premises occurred on June 2, 1997 (hereinafter referred to as the "Closing"); and

WHEREAS, the Contract provided that upon successful Closing on the Premises, the Seller granted to Purchaser the exclusive and irrevocable right and option to elect to purchase 3.44 acres described as Lot 12, located in the Airport Industrial Park (hereinafter referred to as the "Option Property"); and

WHEREAS, pursuant to the Contract, the term of the option herein referred to above commenced on June 2, 1997 and will expire on June 2, 2002 ; and

WHEREAS, the Purchaser desires to extend the option to elect to purchase the Option Property for an additional five (5) years from the date that the option expires on June 2, 2002; and

WHEREAS, for and in consideration of the mutual covenants and undertakings herein contained, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **EXTENSION OF THE OPTION.** The Seller hereby grants Purchaser a five (5) year extension of the exclusive and irrevocable right and option from June 2, 2002, through the term of the Option (June 2, 2007) to elect to purchase, on the terms and conditions set forth in the Contract, the Option Property, situated in the County of Alachua, State of Florida.

2. **OPTION CONSIDERATION AND ESCROW.** Purchaser and Seller agree that Purchaser shall pay TWO THOUSAND DOLLARS (\$2,000.00) as consideration for the extension of the Option (hereinafter referred to as the Option Consideration") at the

time that this First Addendum is fully executed by the parties. If Purchaser elects to exercise the Option within the Five (5) year extension, on the terms and conditions set forth in the Contract, the Option Consideration shall be applied towards the purchase price of the Option Property.

3. **MISCELLANEOUS.** Except as to this First Addendum, the remaining paragraphs of the Contract for Purchase and Sale and Option Agreement dated January 28, 1997, with First Amendment to Contract for Purchase and Sale and Option Agreement, dated April 14, 1997, shall remain in full force and effect. This Agreement is contingent upon approval by Gainesville City Commission and the concurrence of the Gainesville-Alachua County Regional Airport Authority.

4. **EFFECTIVE DATE.** The date from which commences any time period used for measuring performance or events hereunder, excluding the Extension of the Option, shall be the date when the last one of Purchaser and Seller has properly executed the First Addendum (hereafter referred to as the "Effective Date").

IN WITNESS WHEREOF, the Seller and Purchaser have caused this First Addendum to Contract for Purchase and Sale and Option Agreement to be duly executed by their authorized officers with their respective corporate seals affixed on the date first set forth above.

Witnesses:

SELLER: CITY OF GAINESVILLE

By: Wayne Bowers, City Manager

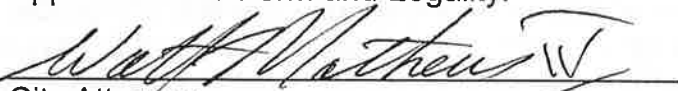
STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me on this ____ day of _____, 2002, by Wayne Bowers, who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

My Commission Expires:

NOTARY PUBLIC

Approved as to Form and Legality:


City Attorney

Concurred by:

Chair, Gainesville-Alachua County
Regional Airport Authority

Secretary/Treasurer

Approved as to Form and Legality:

GACRAA Attorney

Witnesses:

PURCHASER: FLORIDA FOOD SERVICE, INC.

By: _____

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me on this ____ day of _____, 2002, by _____, who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

My Commission Expires: _____

NOTARY PUBLIC

