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ORDINANCE NO. _____
0-07-99

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An ordinance of the City of Gainesville, Florida, finding that property located at 205 SE 7th Street, Gainesville, Florida, as more specifically described in this Ordinance, qualifies for an ad valorem tax exemption for historic properties; granting an exemption from ad valorem tax on certain improvements beginning January 1, 2008, and continuing for 10 years; authorizing the Mayor and Clerk of the Commission to sign the Historic Preservation Property Tax Exemption Covenant between the applicant and the City; providing a severability clause; providing a repealing clause; and providing an immediate effective date.

WHEREAS, Section 25-61 of the City of Gainesville Code of Ordinances authorizes ad valorem tax exemptions for eligible improvements to eligible properties pursuant to Sections 196.1997 and 196.1998, Florida Statutes, and

WHEREAS, the owner of the property at 205 SE 7th Street, Gainesville, Florida, as more specifically described in this ordinance, has applied for an ad valorem tax exemption pursuant to Chapter 25, Article IV of the Gainesville Code of Ordinances; and

WHEREAS, on March 8, 2005, the Historic Preservation Board approved Part 1 of the application for ad valorem tax exemption; and

WHEREAS, the applicants have completed the improvements and submitted Part 2 of the application for ad valorem tax exemption; and

WHEREAS, on October 16, 2007, the Historic Preservation Board approved Part 2 of the application for ad valorem tax exemption; and

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1 **WHEREAS**, the Historic Preservation Board has recommended to the City Commission
2 that the exemption be granted; and

3 **WHEREAS**, at least 10 days notice has been given once by publication in a newspaper
4 of general circulation notifying the public of this proposed ordinance and of a Public Hearing in
5 the City Commission Auditorium, City Hall, City of Gainesville; and

6 **WHEREAS**, a Public Hearing was held pursuant to the published notice described at
7 which hearing the parties in interest and all others had an opportunity to be and were, in fact,
8 heard;

9 **NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE**
10 **CITY OF GAINESVILLE, FLORIDA:**

11 **Section 1.** The City Commission finds that the property at 205 SE 7th Street, Gainesville,
12 Florida, as more particularly described in the Historic Preservation Tax Exemption Covenant,
13 attached as "Exhibit 1" and made a part hereof as if set forth in full, meets the requirements of
14 Section 196.1997, F.S., and of Section 25-61 thru 25-66, Code of Ordinances, City of
15 Gainesville, by being a contributing property located in an area commonly known as the
16 Southeast Historic Residential District, and is eligible to receive an ad valorem tax exemption
17 pursuant to that section.

18 **Section 2.** The City Commission hereby grants an ad valorem tax exemption for 100
19 percent of the assessed value of eligible improvements made to property located at 205 SE 7th
20 Street, Gainesville, Florida, owned by Thomas J. McCants, III, and Patricia S. McCants, as
21 described on the Historic Preservation Property Tax Exemption Part 2. This exemption applies

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1 only to those ad valorem taxes levied on the real property by the City of Gainesville that are not
2 levied for the payment of bonds or authorized by a vote of the electors pursuant to section 9(b) or
3 section 12, Article VII of the Florida Constitution.

4 **Section 3.** This exemption shall take effect on January 1, 2008, and remain in effect for
5 10 years and shall expire on December 31, 2017, as provided in the Historic Preservation
6 Property Tax Exemption Covenant (“Exhibit 1”).

7 **Section 4.** The Mayor and Clerk of the Commission are authorized to sign the Historic
8 Preservation Property Tax Exemption Covenant, signed by the applicants, attached and labeled
9 as “Exhibit 1”, and made a part of this ordinance by reference. The applicants are responsible
10 for recording this covenant in the official records of Alachua County, and providing a certified
11 copy of the recorded covenant to the City Manager or designee.

12 **Section 5.** If any word, phrase, clause, paragraph, section or provision of this ordinance
13 or the application hereof to any person or circumstance is held invalid or unconstitutional, such
14 finding shall not affect the other provisions or applications of the ordinance which can be given
15 effect without the valid or unconstitutional provisions or application, and to this end the
16 provisions of this ordinance are declared severable.

17 **Section 6.** All ordinances, or parts of ordinances, in conflict herewith are to the extent of
18 such conflict hereby repealed.

19 **Section 7.** This ordinance shall become effective immediately upon final adoption.
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PASSED AND ADOPTED this ____ day of _____, 2007.

PAGEEN HANRAHAN, MAYOR

ATTEST:

Approved as to form and legality

KURT M. LANNON
CLERK OF THE COMMISSION

MARION J. RADSON
CITY ATTORNEY

This Ordinance passed on first reading this ____ day of _____, 2007.

This Ordinance passed on second reading this ____ day of _____, 2007.

HISTORIC PRESERVATION PROPERTY TAX EXEMPTION COVENANT

This covenant is made the _____ day of _____, 2007 by Thomas J. McCants, III and Patricia S. McCants (hereinafter referred to as the Owner(s)) and in favor of City of Gainesville (hereinafter referred to as the Local Government) for the purpose of the restoration, renovation or rehabilitation, of a certain Property located at 205 S.E. 7th Street, which is owned in fee simple by the Owner and is listed in the National Register of Historic Places or locally designated under the terms of a local preservation ordinance or is a contributing Property to a national register listed district or a contributing Property to a historic district under the terms of a local preservation ordinance. The areas of significance of this Property, as identified in the National Register nomination or local designation report of the Property or the district in which it is located are xxx architecture, xxx history, _____ archaeology.

The Property, a Bed & Breakfast and Carriage house, is comprised essentially of grounds, collateral, appurtenances, and improvements. The Property is more particularly described as follows: City of Gainesville, Alachua County. See Attached Exhibit "A" for Legal Description. In consideration of the tax exemption granted by the Local Government, the Owner hereby agrees to the following for the period of the tax exemption, which is from January 1, 2008, to December 31, 2017. In order to retain the exemption, however, the historic character of the property, and improvements, which qualified the property for an exemption, must be maintained over the period for which the exemption is granted.

1. The Owner agrees to assume the cost of the continued maintenance and repair of said Property so as to preserve the architectural, historical, or archaeological integrity of the same in order to protect and enhance those qualities that made the Property eligible for listing in the National Register of Historic Places or designation under the provisions of the local preservation ordinance.

2. The Owner agrees that no visual or structural alteration will be made to the Property without prior written permission of the Local Historic Preservation Office.

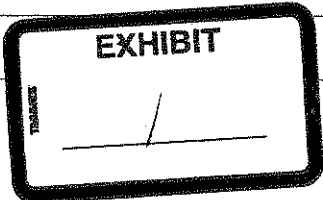
The address of the certified Local Historic Preservation Office is:

Name of Office/Agency: Planning and Department Development Services of the City of Gainesville

Address: Box 490 Station 11

City: Gainesville Fl Zip 32602

Telephone: (352) 334-5022



3. The Owner agrees to ensure the protection to the site against willful damage or vandalism. Nothing in this Covenant shall prohibit the Owner from developing the site in such a manner that will not threaten or damage the archaeological resource, provided that permission for alteration of the site is pursuant to 2, above.

4. The Owner agrees that the Local Historic Preservation Office, and appropriate representatives of the local government, their agents and designees shall have the right to inspect the Property at all reasonable times in order to ascertain whether or not the conditions of this Covenant are being observed. The City will inspect the property upon expiration of the exemption to ensure the terms of the Covenant have been upheld. In the event the original Owner (or any successive owners) sells the Property prior to the expiration of the exemption, the Buyer must arrange for an inspection by the Local Historic Preservation Office prior to closing to ensure that he or she does not assume responsibility for the prior owner's violation of the Covenant. Failure of the Buyer to have the Property inspected prior to closing shall create a presumption that the Buyer is responsible for violations of this Covenant found at the next inspection. The current property owner is required to provide notice to Buyer and their heirs, successors or assigns of the existence of this covenant.

5. In the event of the non-performance or violation of the maintenance provision of the Covenant by the Owner or any successor-in-interest during the term of the Covenant, the Local Historic Preservation Office, will report such violation to the Property Appraiser and Tax Collector, who shall take action pursuant to s. 196.1997 (7), F.S. The Owner shall be required to pay the difference between the total amount of taxes which would have been due in March in each of the previous years in which the Covenant was in effect had the property not received the exemption and the total amount of taxes actually paid in those years, plus interest on the difference calculated as provided in s.212.12 (3), F.S.

6. If the Property is damaged by accidental or natural causes during the Covenant period, the Owner will inform the Local Historic Preservation Office, in writing, of the damage to the Property, including (1) an assessment of the nature and extent of the damage; and (2) an estimate of the cost of restoration or reconstruction work necessary to return the Property to the condition existing at the time of project completion. In order to maintain the tax exemption, the Owner shall complete the restoration or reconstruction work necessary to return the Property to

the condition existing at the time of project completion on a time schedule agreed upon by the Owner and the Local Historic Preservation Office.

7. If the Property has been destroyed or severely damaged by accidental or natural causes during the Covenant period, that is, if the historical integrity of the features, materials, appearance, workmanship, and environment or the archaeological integrity which made the Property eligible for listing in the National Register of Historic Places or the designation under the terms of the local preservation ordinance have been lost or so damaged that the restoration is not feasible, the Owner will notify the Local Historic Preservation Office, in writing, of the loss. The Local Historic Preservation Office will evaluate the information provided and notify the Owner in writing of its determination regarding removal of the Property from eligibility for tax exemption. If the Local Historic Preservation Office determines that the Property should be removed from eligibility for tax exemption, it will notify the Alachua County Property Appraiser in writing so that the tax exemption can be canceled for the remainder of the Covenant period. In such cases, no penalty or interest shall be assessed against the Owner.

8. If it appears that the historical integrity of the features, materials, appearance, workmanship, and environment, or archaeological integrity which made the Property eligible for listing in the National Register of Historic Places or designation under the terms of the local preservation ordinance have been lost or damaged deliberately or through gross negligence of the Owner, the Local Historic Preservation Office shall notify the Owner in writing. For the purpose of this covenant, "gross negligence," means the omission of care, which even inattentive and thoughtless persons never fail to take of their own Property. The Owner shall have 30 days to respond, indicating any circumstances which show that the damage was not deliberate or due to gross negligence. If the Owner cannot show such circumstances, he shall develop a plan for restoration of the Property and a schedule for completion of the restoration. In order to maintain the tax exemption, the Owner shall complete the restoration work necessary to return the Property to the condition existing at the time of project completion on a time schedule agreed upon by the Owner and the Local Historic Preservation Office. If the Owner does not complete the restoration work on the agreed upon time schedule, the Local Historic Preservation Office will report such a violation to the Property Appraiser and Tax Collector who shall take action pursuant to s. 196.1997 (7), F.S. The Owner shall be required to pay the differences between the total amount of taxes which would have been due in March in each of the previous years in which the Covenant was in effect had the Property not received the exemption and the total amount of taxes actually paid in those years, plus interest on the difference calculated as provided in s. 212.12 (3), F.S.

9. The terms of this Covenant shall be binding on the current Property Owner, transferees, and their heirs, successors, or assigns.

OWNER

Patricia S. McCants

Name

ONELIA R. LAZZARI

Witness as to Owner

Patricia S. McCants

Signature

Onelia R. Lazzari

Signature

11/8/07

Date

11/8/07

Date

CITY OF GAINESVILLE

Mayor Pegeen Hanrahan

Mayor or Designated Successor

Signature

Date

APPROVED AS TO FORM AND LEGALITY

Marion Radson

City Attorney

ATTEST

Kurt Lannon

Clerk of the Commission

LEGAL DESCRIPTION FOR PARCEL NO. 12707-000-000 LOCATED AT 205 SE 7th STREET, GAINESVILLE, FLORIDA

Commence at the southeast (SE) corner of SE 2nd Avenue and SE 7th Street as the Point-of-Beginning; thence run South along the east right-of-way line of SE 7th Street a distance of 150 feet to the north right-of-way line of SE 2nd Place; thence run East along said north right-of-way line a distance of 191 feet; thence run North a distance of 150 feet to the south right-of-way line of SE 2nd Avenue; thence run West along said south right-of-way line a distance of 180 feet to the southeast (SE) corner of SE 2nd Avenue and SE 7th Street, being the Point-of-Beginning, and close. All being and lying in Section 4, Township 10 South, Range 20 East, of the City of Gainesville, Alachua County, Florida.

