

1 **WHEREAS**, pursuant to Section 25-65 of the City of Gainesville Code of Ordinances,
2 notice has also been given by mail to the property owner at least 10 days prior to the date of the
3 public hearing of the City Commission on this ordinance; and

4 **WHEREAS**, the public hearings were held pursuant to the notice described above at
5 which hearings the parties in interest and all others had an opportunity to be and were, in fact,
6 heard.

7 **NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE**
8 **CITY OF GAINESVILLE, FLORIDA:**

9 **Section 1.** The City Commission finds that the property owned by Carla J. Harvey,
10 located at 712 NE 3rd Avenue, Gainesville, Florida, as more particularly described in the Historic
11 Preservation Property Tax Exemption Covenant that is attached as Exhibit “A” and made a part
12 hereof as if set forth in full (“Property”): 1) contains a structure that has been deemed
13 contributing to the Northeast Residential Historic District, 2) meets the requirements of Section
14 196.1997, F.S., and Sections 25-61 through 25-66 of the City of Gainesville Code of Ordinances,
15 and 3) is eligible to receive an ad valorem tax exemption.

16 **Section 2.** The City Commission hereby grants an ad valorem tax exemption for 100
17 percent of the assessed value of eligible improvements made to the Property, as described in the
18 Historic Preservation Property Tax Exemption Application and as determined by the Alachua
19 County Property Appraiser. This exemption applies only to those ad valorem taxes levied on the
20 real property by the City of Gainesville that are not levied for the payment of bonds or
21 authorized by a vote of the electors pursuant to Section 9(b) or Section 12, Article VII of the
22 Florida Constitution.

23 **Section 3.** This exemption shall take effect on January 1, 2016, remain in effect for 10
24 years and shall expire on December 31, 2025, as provided in the Historic Preservation Property
25 Tax Exemption Covenant.

Address: Box 490 Station 11
City: Gainesville, Florida Zip: 32627-0490
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 paragraph 2, above.

4. The Owner agrees that the Local Historic Preservation Office, and appropriate representatives of the City, and its 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 inclusion 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 that made the Property eligible for inclusion 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 that a reasonable person would take of their own Property. The Owner shall have 30 days to respond, indicating any circumstances that 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 that 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:

WITNESSES:

Print Name: _____

Carla Jane Harvey

Print Name: _____

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Carla Jane Harvey, who is personally known to me or has produced _____ as identification.

Notary Public, State of Florida
Print Name: _____
My Commission Expires:

CITY:

ATTEST:

Kurt M. Lannon
Clerk of the Commission

Edward B. Braddy
Mayor

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by EDWARD B. BRADDY and KURT M. LANNON, Mayor and Clerk of the Commission, respectively, of the City of Gainesville, Florida, a municipal corporation, who are personally known to me and duly sworn, who acknowledged that as such officers, and pursuant to authority from said corporation, they executed the foregoing instrument and affixed the corporate seal for an on behalf of said corporation, as its act and deed, and for the uses and purposes set forth and contained in said instrument.

Notary Public, State of Florida

Print Name: _____

My Commission Expires:

Exhibit "A" to Historic Preservation Property Tax Exemption Covenant

LEGAL DESCRIPTION FOR PARCEL NO. 11876-000-000 LOCATED AT 712 NE 3rd
AVENUE, GAINESVILLE, FLORIDA

Commence at Southeast corner of Block One (1), Range One (1) of Doig and Robertson's Addition to Gainesville, Florida, and run West along the South line of said Block 200 feet to the Southeast corner of Lot Eight (8) of said Block One (1) Range One (1) to the point of beginning, run thence North 150 feet to the Northeast corner of said Lot Eight (8), thence West 72 feet; thence South 150 feet to the South line of said Lot Eight (8); thence East 72 feet to the point of beginning, being the East 72 feet of said Lot Eight (8).