



City of Gainesville

Text File

City Hall
200 East University Avenue
Gainesville, Florida 32601

Introduced: 6/26/2006

File Number: 060139

Version: 0

Status: Passed

..Title

Florida Food Service, Inc. - Proposed Amendment to Option Contract for Purchase and Sale of Land (B)

This item is intended to amend an Option Contract for Purchase and Sale of Land with Florida Food Service previously approved by the City Commission. The amendment seeks to address potential environmental mitigation issues that may arise regarding development of the subject property.

..Explanation

On September 26, 2005, the City Commission approved an Option and Purchase and Sales agreement for the purchase of 3.51 acres of un-platted property in the Airport Industrial Park to Florida Food Service, Inc. to assist in facilitating their expansion plans. This is in addition to the firm's pending request to exercise a pre-existing Option on a parcel of equal size (Lot 12) located adjacent to the north of their property.

Subsequent to this initial approval, Florida Food Service, Inc. has asked that it be provided with some degree of protection from the City, in addition to the previously approved indemnification, should the pre-existing environmental conditions related to the un-platted property be impacted by Florida Food Service's proposed expansion. This includes: 1) a maximum \$50,000 cost contribution related to prospective dewatering that may be necessary regarding development of the subject property and associated with mitigation of the pre-existing environmental condition; and 2) a release of responsibility related to prospective abandonment of monitoring wells installed on the subject property in connection with the pre-existing environmental condition.

As with all land transactions in the Airport Industrial Park, this proposed amendment is subject to review by the Gainesville Alachua County Regional Airport Authority (GACRAA). To expedite the review on behalf of Florida Food Service Inc., this matter was reviewed by GACRAA on June 22, 2006 at its regular monthly meeting.

..Fiscal Note

Upon closing, proceeds from the sale of the subject properties (approximately \$150,000) will be disbursed to the Gainesville Alachua County Regional Airport Authority (GACRAA) per prior agreement between the City of Gainesville and GACRAA. As stated above, GACRAA did review this matter at its June 22, 2006, regular monthly meeting and has approved setting aside the identified costs associated with potential mitigation of the pre-existing environmental condition. This includes the \$50,000 cost associated with potential dewatering and a nominal cost associated with the retrofitting of existing monitoring wells.

..Recommendation

Recommended Motion: The City Commission: 1) approve the Amendment to Option Contract for Purchase and Sale of Land with Florida Food Service, Inc. provided that disbursements to GACRAA of sale proceeds associated with the subject property be designated for the potential mitigation associated with the pre-existing environmental condition; 2) authorize the City Manager to sign the contract following approval by the City Attorney as to form and legality; 3) authorize the City Manager to negotiate a reservation agreement with GACRAA; and 4) authorize the Mayor and Clerk of the Commission to execute the closing documents.

Alternative Recommendation A: The City Commission takes no action.

18.50
524.30

FATICO
1094-916793

This Instrument Prepared by:
Sam Bridges, Land Rights Coordinator
City of Gainesville - Public Works #58
Post Office Box 490
Gainesville, Florida 32602-0490

Section 23, Township 9 South, Range 20 East
Lot 12, Airport Industrial Park, Unit II
Plat Book "T", page 37, Alachua County Public Records

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2306695 2 PGS
2007 JAN 18 03:05 PM BK 3532 PG 14B
J. K. "BUDDY" IRBY
CLERK OF CIRCUIT COURT
ALACHUA COUNTY, FLORIDA
CLERK13 Receipt#315078
Doc Stamp-Deed: 524.30



SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made the 16th day of JANUARY, 2007, by the **City of Gainesville, Florida**, a municipal corporation existing under the laws of the State of Florida, with its permanent post office address at Post Office Box 490, Gainesville, Florida 32602-0490, **GRANTOR**, to **Florida Food Service, Inc.**, a Florida corporation, with its permanent post office address at Post Office Box 5247, Gainesville, Florida 32627-5247, **GRANTEE**.

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations wherever the context so admits or requires)

WITNESSETH: That Grantor, for and in consideration of the sum of \$1.00 in hand paid by the Grantee, receipt of which is hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all that certain land situate and lying in the County of Alachua, State of Florida, to-wit:

Legal Description

Lot Twelve (12), Airport Industrial Park, Unit II, as per plat thereof recorded in Plat Book "T", page 37, of the Public Records of Alachua County, Florida, said parcel containing 3.44 acres, more or less.

The subject property is not the homestead of the Grantor nor is it contiguous thereto.

SUBJECT to valid and enforceable zoning restrictions imposed by governmental authority, valid and enforceable easements and restrictions of record and taxes for 2007 and subsequent years.

SUBJECT to the following right of reverter retained by the Grantor: (a) If within two years from the date of recording of this Special Warranty Deed, the Grantee has failed to complete construction of a warehouse/building consisting of a minimum of 28,000 square feet on the property conveyed herein (the "Reversion Deadline Date"), then the Grantor shall have the absolute right, but not the obligation, to cause the title to the property herein conveyed to revert to the Grantor. Completion of construction shall be defined as issuance of a Certificate of Occupancy for the warehouse/building. (b) To exercise its right to the reversionary interest, the Grantor must record an affidavit in the public records of Alachua County, Florida, on or before twenty (20) days following the Reversion Deadline Date, stating that it is exercising the right of reverter. Upon recording of the affidavit, title to the property conveyed herein shall revert to the Grantor. Within 45 days of the recording of the affidavit, Grantor shall pay to Grantee (or its successors or assigns in interest) an amount equal to the purchase price paid by the Grantee to Grantor, less the sum of \$2,000, as agreed upon liquidated damages, as full consideration for title to revert to the Grantor. (c) If the Grantor has not recorded the affidavit within twenty (20) days of the Reversion Deadline Date then the right of reverter shall automatically terminate and become null and void.

Section 23, Township 9 South, Range 20 East
Lot 12, Airport Industrial Park, Unit II
Plat Book "T", page 37, Alachua County Public Records

INSTRUMENT # 2306695
2 PGS

Page 2

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

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee, except as set forth herein, that
at the time of delivery of this deed the land was free from all encumbrances made by it, and that
it will warrant and defend the title to said land and will defend the same against the lawful
claims of all persons claiming by, through or under the Grantor, but against none other.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal the day and
year first above written.

Signed, sealed & delivered
In the Presence of:

CITY OF GAINESVILLE, FLORIDA
A Florida Municipal Corporation

Debra Hirneise
Witness

Pegeen Hanrahan
Pegeen Hanrahan, City Mayor

Print Name Debra Hirneise

Sharon D. Williams
Witness

APPROVED AS TO FORM AND LEGALITY
By: Nicelle M. Smith
Nicelle M. Smith, Asst. City Atty. II
City of Gainesville, Florida

Print Name Sharon D. Williams

ATTEST:

Kurt M. Lannon
Kurt M. Lannon, Clerk of the Commission

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 16 day of January, 2007,
by Pegeen Hanrahan and Kurt M. Lannon, the City 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, and acknowledged that as such officers, and pursuant to authority
from said corporation, as its act and deed, and for the uses and purposes set forth and
contained in said instrument.

Sharon D. Williams
Print Name: Sharon D. Williams
Notary Public, State of Florida
My Commission Expires:



18.50
534.80

FATICO
1094-1379590

This Instrument Prepared by:
Sam Bridges, Land Rights Coordinator
City of Gainesville - Public Works #58
Post Office Box 490
Gainesville, Florida 32602-0490

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2306696 2 PGS
2007 JAN 18 03:05 PM BK 3532 PG 150
J. K. "BUDDY" IRBY
CLERK OF CIRCUIT COURT
ALACHUA COUNTY, FLORIDA
CLERK13 Receipt#315078
Doc Stamp-Deed: 534.80

Sections 23 & 24, Township 9 South, Range 20 East
Adjacent to Lot 12, Airport Industrial Park, Unit II
Plat Book "T", page 37, Alachua County Public Records



2306696

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made the 16th day of January, 2007, by the **City of Gainesville, Florida**, a municipal corporation existing under the laws of the State of Florida, with its permanent post office address at Post Office Box 490, Gainesville, Florida 32602-0490, **GRANTOR**, to **Florida Food Service, Inc.**, a Florida corporation, with its permanent post office address at Post Office Box 5247, Gainesville, Florida 32627-5247, **GRANTEE**:

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations wherever the context so admits or requires)

WITNESSETH: That Grantor, for and in consideration of the sum of \$1.00 in hand paid by the Grantee, receipt of which is hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all that certain land situate and lying in the County of Alachua, State of Florida, to wit:

Legal Description

A parcel of land located in the North one-half of Section 23 and 24, Township 9 South Range 20 East, Alachua County, Florida, and being more particularly described as follows:

Commence at a found 4"x4" concrete monument marking the Northeast corner of Section 23 and the Northwest corner of Section 24, Township 9 South Range 20 East, Alachua County, Florida, thence along the North line of said Section 24 North 89°18'20" East a distance of 89.36 feet to a found 5/8" rebar and cap (#3524) marking the Point of Beginning, thence South 10°36'54" West a distance of 432.60 feet to the intersection with the East line of Section 23, thence continue South 10°36'54" West a distance of 333.38 feet to a set 5/8" rebar and cap (#3524) marking the Northwest corner of Lot 14 of the Airport Industrial Park Unit II (as per Plat book "T", page 37), thence North 89°18'20" East a distance of 68.86 feet to a found 5/8" rebar and cap (#3524) marking the intersection with the east line of Section 23, thence continue North 89°18'20" East a distance of 135.10 feet to a set 5/8" rebar and cap (#3524), thence North 10°36'54" East a distance of 765.98 feet to a set 5/8" rebar and cap (#3524), thence South 89°18'21" West a distance of 203.96 feet to the Point of Beginning, containing 3.52 acres more or less.

The subject property is not the homestead of the Grantor nor is it contiguous thereto.

SUBJECT to valid and enforceable zoning restrictions imposed by governmental authority, valid and enforceable easements and restrictions of record and taxes for 2007 and subsequent years.

SUBJECT to the following reversionary interest retained by the Grantor: If within two years from the date of recording of this Special Warranty Deed, the Grantee has failed to complete construction of a paved lot on the property conveyed herein for the off-street parking of motor vehicles and an access driveway, as an accessory use to the warehouse expansion on Grantee's adjacent property, and for no other purpose or use, title to the property conveyed herein and any improvements thereon will automatically revert back to the Grantor. Completion

Sections 23 & 24, Township 9 South, Range 20 East
Adjacent to Lot 12, Airport Industrial Park, Unit II
Plat Book "T", page 37, Alachua County Public Records

INSTRUMENT # 2306696
2 PGS

Page 2

of construction shall be defined as issuance of a Certificate of Completion for the site plan that includes the parking lot. Within 30 days of the reversion of title, the Grantor will pay to the Grantee the purchase price paid by the Grantee to Grantor, less the sum of \$5,000 as agreed upon liquidated damages, as full consideration for title to revert to the Grantor.

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

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee, except as set forth herein, that at the time of delivery of this deed the land was free from all encumbrances made by it, and that it will warrant and defend the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor, but against none other.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed & delivered
In the Presence of:

CITY OF GAINESVILLE, FLORIDA
A Florida Municipal Corporation

Debra Hirneise

Peegen Hanrahan

Witness

Peegen Hanrahan, City Mayor

Print Name Debra Hirneise

Sharon D. Williams

Witness

APPROVED AS TO FORM AND LEGALITY
By: Nicole M. Smith
Nicole M. Smith, Asst. City Atty. III
City of Gainesville, Florida

Print Name Sharon D. Williams

ATTEST:

Kurt M. Lannon

Kurt M. Lannon, Clerk of the Commission

STATE OF FLORIDA
COUNTY OF ALACHUA

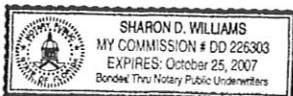
The foregoing instrument was acknowledged before me this 16 day of January, 2007, by Peegen Hanrahan and Kurt M. Lannon, the City Mayor and Clerk of the Commission, respectively, of the City of Gainesville, Florida, a municipal corporation, who are personally known to me and duly sworn, and acknowledged that as such officers, and pursuant to authority from said corporation, as its act and deed, and for the uses and purposes set forth and contained in said instrument.

Sharon D. Williams

Print Name: Sharon D. Williams

Notary Public, State of Florida

My Commission Expires:



103.50

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2306694 12 PGS
2007 JAN 18 03:05 PM BK 3532 PG 136
J. K. "BUDDY" IRBY
CLERK OF CIRCUIT COURT
ALACHUA COUNTY, FLORIDA
CLERK13 Receipt#315078

✓ This instrument prepared by:
Nicolle M. Smith
Assistant City Attorney II
City of Gainesville
200 E. University Ave, Suite 425
Gainesville, Florida 32602



DECLARATION OF RESTRICTIONS
AND
INDEMNITY AND REVERTER AGREEMENT

This **Declaration of Restrictions and Indemnity and Reverter Agreement** (the "Agreement") is made by and between the **City of Gainesville**, a municipal corporation of the State of Florida (the "City") and **Florida Food Service, Inc.**, a Florida corporation ("Florida Food").

WHEREAS, City and Florida Food are the parties to the following documents: Option Contract for the Purchase and Sale of Land dated September 29, 2005, Amendment to Option Contract for Purchase and Sale of Land dated August 31, 2006, Contract for Purchase and Sale of Real Property dated November 1, 2006 (the "Contract") and Amendment to Contract for Purchase and Sale of Real Property dated January 9, 2007, collectively referred to herein as the "Contract Documents."

WHEREAS, under the terms of the Contract Documents, the City agreed to sell and Florida Food agreed to purchase that certain real property lying, being and situate in Alachua County, Florida, more particularly described on **Exhibit "A"** attached hereto and made a part hereof (the "Property"); and

WHEREAS, the Contract Documents contain certain restrictions, covenants, indemnities and reversionary interests that were material inducement for the parties to enter into the Contract Documents and to close on the sale and purchase of the Property. The parties intend that those provisions survive the closing of the purchase and sale of the Property. This Agreement is intended to memorialize the parties understanding and agreement with respect to those provisions; and

NOW THEREFORE, in consideration of \$10.00 and other valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

I. DECLARATION OF RESTRICTIONS

A. Restrictions. The City, as owner of the Property, hereby declares that the Property shall be owned, held, used, transferred, sold, conveyed, encumbered, demised and occupied subject to the Second Amended and Restated Declaration of Protective Covenants and Restrictions for the Airport Industrial Park: Unit I, Unit II, and Unit III Located in the City of Gainesville, Alachua County, Florida, dated January 16, 2003 and recorded as Official Records Instrument #0001908415, of the Public Records of Alachua County, Florida, and any

designated Lot 12 TMW2, Lot 12 TMW3, and Lot 12 TMW5. The results of groundwater samples collected from these three (3) monitor wells are included in the following report: ENVIRONMENTAL SUMMARY FOR THE CITY OF GAINESVILLE AIRPORT INDUSTRIAL PARK, prepared by Jones, Edmunds & Associates, Inc., 730 NE Waldo Road, Gainesville, FL 32641. The results of groundwater sampling performed in connection with environmental due diligence activities previously performed on behalf of Florida Food are set forth in the Phase II Environmental Site Assessment Report, prepared by FER, Inc., dated December 8, 2005 ("FER Phase II ESA"). All of the reports referenced above are hereafter referred to as "Environmental Reports.

The Environmental Reports describe soil and/or groundwater impacts ("Preexisting Environmental Conditions") that may be present on the Property as a result of the release of Hazardous Substances on the Job Corps Site or the migration of Hazardous Substances from the Job Corps Site. As used herein, "Hazardous Substances" means any contaminants, pollutants, hazardous or toxic substances as those terms may be defined in any federal, state or local law, rule, regulation or ordinance, including asbestos, polychlorinated biphenyls, and petroleum (including crude oil or any fraction thereof).

The Contract Documents provided that the City would, upon request, provide Florida Food with copies of the Environmental Reports, excepting only the FER Phase II ESA. The City made no representation or warranty as to the accuracy of any of the information provided in the Environmental Reports; however, the Contract Documents further provided Florida Food an adequate due diligence period within which to conduct further environmental studies and an option to rescind the Contract if the Property condition was unacceptable to Florida Food.

Florida Food acknowledges and agrees that it has satisfied itself of the environmental conditions and hazardous substances that are or may be present on, in or under the Property, and accepts the Property in its "as-is" condition, subject to the indemnity provided by the City in this Article III.

B. Prohibitions. In recognition of the Preexisting Environmental Conditions, the City, as owner of the Property, hereby declares that the Property shall be owned, held, used, transferred, sold, conveyed, encumbered, demised and occupied subject to the following: (a) the use of groundwater on the Property for any purpose is prohibited; (b) drilling for water on the Property is prohibited; (c) the installation of any wells on the Property is prohibited; and (d) no activity shall take place on the Property that has the effect of exacerbating the Preexisting Environmental Conditions. These prohibitions may be waived or modified, in whole or part, upon express written consent of the City and the Florida Department of Environmental Protection, or its successor agency or department.

C. Environmental Indemnity.

City shall indemnify, defend and hold harmless Florida Food from and against any and all liabilities, claims, demands, damages, penalties, forfeitures, suits, costs, expenses and all other obligations which Florida Food may hereafter incur, become responsible for or pay out in connection with the Preexisting Environmental Conditions solely by virtue of Florida Food's

City shall have the option of contracting directly with the contractor or subcontractor selected by Florida Food for the dewatering activities described above for the treatment and disposal of the groundwater collected during the operation of the dewatering system, in which case City shall satisfy its obligation under this paragraph by contracting with and paying said contractor or subcontractor directly for such services and assuring that said work is performed in accordance with a schedule set by Florida Food.

In the event City fails to enter into an agreement with Florida Food's contractor or subcontractor for the treatment and disposal of groundwater by the time that Florida Food requires such work to be initiated, Florida Food shall invoice City, on a monthly basis, for the Groundwater Treatment/Disposal Costs incurred by Florida Food. Florida Food shall submit with the invoice a document justifying its calculation (the "Justification"). The Justification shall include a detailed explanation of the costs incurred and certifications from Florida Food's contractor verifying the validity and accuracy of the invoice. Payment of the invoice shall be due within thirty (30) days of receipt.

Florida Food shall have no responsibility for the abandonment of any monitoring wells installed by any other party in connection with the Preexisting Environmental Conditions.

V. OBLIGATION TO COMPLETE IMPROVEMENTS; REVERTER

Within two years following the date of closing on the purchase of the Property from the City, Florida Food agrees to construct and complete a paved lot on the Property for the off-street parking of motor vehicles and an access driveway, as accessory use to the warehouse expansion on Florida Food's adjacent property, and for no other purpose or use (the "Improvements"). Completion of construction shall be defined as issuance of a Certificate of Completion for the site plan that includes the parking lot.

In the event the Improvements are not completed within two years following the date of closing on the purchase of the Property from the City, the Property and any improvement thereon will revert back to the City and the City will return to Florida Food the Contract Sales Price (as listed on Line 401 of the Settlement Statement signed at the closing), less liquidated damages, within 30 days of the reverter. Since damages sustained by the City for loss of use of the Property are difficult to ascertain in the event the Property reverts to the City, Florida Food agrees to the City retaining Five Thousand Dollars (\$5,000) as liquidated damages in the event the property reverts to the City

VI. RESTRICTION ON CONVEYANCE

In furtherance of the mutual obligations and restrictions contained in this Agreement, Florida Food agrees that it shall not convey the Property within ten years of the date of closing, without the prior written consent of the City.

in equity for damages, injunction or any other form of relief against any person, corporation or entity violating or attempting to violate any provision contained herein. Further, the failure of any party to enforce any such covenant or restriction herein contained shall in no event be deemed a waiver of such covenant or restriction or the right of such party to thereafter enforce such covenant or restriction. The prevailing party in any such litigation shall be entitled to all costs thereof, including, but not limited to, reasonable attorneys' fees and court costs at all trial and appellate levels.

F. Severability. In the event any of the provisions of this Agreement shall be deemed invalid by a court of competent jurisdiction, such judicial determination shall in no way affect any of the other provisions hereof which shall remain in full force and effect to the maximum term permitted by law. The invalidation of any covenants or restrictions or the terms and conditions of this Agreement or reduction in the scope of terms of same by reason of judicial application of the legal rules against perpetuities or otherwise shall in no way affect any other provision which shall remain in full force and effect for such time and to such extent as permitted by law.

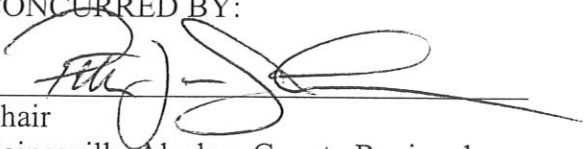
G. Governing Law; Construction. The laws of the State of Florida shall govern the validity, performance and enforcement of this Agreement. This Agreement has been negotiated by each party. It shall not be deemed to have been prepared by the City or Florida Food, and each of them shall be deemed to have participated equally in the preparation hereof.

H. Venue; Jurisdiction. Each party submits to the jurisdiction of the State of Florida, Alachua County and the courts thereof and to the jurisdiction of the United States District Court for the Northern District of Florida, for the purposes of any suit, action or other proceeding relating to this Agreement and agrees not to assert by way of a motion or a defense or otherwise that such action is brought in an inconvenient forum or that the venue of such action is improper or that the subject matter thereof may not be enforced in or by such courts.

I. No Contract Zoning; No Contracting of Police Powers. Nothing contained in this Agreement shall be interpreted or construed as an approval, waiver or agreement to approve or waive any development order, development permit, rezoning, comprehensive plan amendment or any other governmental requirement for the Property. Nothing contained in this Agreement shall be interpreted or construed as contracting away the exercise of the police powers of the City.

J. Release. No recourse shall be had for any damages or claims based upon any representation, obligations, covenant or agreement in this Agreement against any past, present or future officer, member, legal counsel, employee, director or agent, of the City, either directly or through the City, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, members, legal counsels, employees, directors or agents is hereby expressly waived and released as a condition of and consideration for the execution of the Agreement. This section shall survive the termination or expiration of this Agreement.

CONCURRED BY:


Chair
Gainesville-Alachua County Regional
Airport Authority

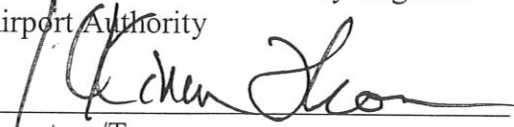

Secretary/Treasurer

EXHIBIT "A"

Commence at a found 4"x4" concrete monument marking the Northeast corner of Section 23 and the Northwest corner of Section 24, Township 9 South, Range 20 East, Alachua County, Florida, thence along the North line of said Section 24 North 89°18'20" East a distance of 89.36 feet to a found 5/8" rebar and cap (#3524) marking the Point of Beginning, thence South 10°36'54" West a distance of 432.60 feet to the intersection with the East line of Section 23, thence continue South 10°36'54" West a distance of 333.38 feet to a set 5/8" rebar and cap (#3524) marking the Northwest corner of Lot 14 of the Airport Industrial Park Unit II (as per Plat Book "T", page 37), thence North 89°18'20" East a distance of 68.86 feet to a found 5/8" rebar and cap (#3524) marking the intersection with the east line of Section 23, thence continue North 89°18'20" East a distance of 135.10 feet to a set 5/8" rebar and cap (#3524), thence North 10°36'54" East a distance of 765.98 feet to a set 5/8" rebar and cap (#3524), thence South 89°18'21" West a distance of 203.96 feet to the Point of Beginning, containing 3.52 acres more or less.

Certificate of Occupancy



City of Gainesville - Building Inspection Department

P.O. Box 490 Station 9

Gainesville, FL 32602

Phone: 352.334.5050 Fax: 352.334.2207

NEW WAREHOUSE PERMIT

Applicant: **PROPERTY OWNER**

Permit #: **20068335** Issued: **03/30/2007** Completed: **03/06/2008**

Address: **5201 NE 40 TER Gainesville, FL 32609**

Structure: **warehouse**

Occupancy: **Storage - Warehouse**

Construction Type: **I-A**

Square Footage	Zoning	SetBacks	Utilities
Heated: 41,436	Property: I-2	Front Rear 0.00 0.00	Water: CITY Sewer: CITY
Unheated: 0	Fire:	Left Right 0.00 0.00	Electric: GRU Gas:
Total: 41,436	Flood:		Legal
	Special: E2		Map: 3357 Section: 23
	School:		Township: 9S Range: 20E
Parcel # (Primary)	Primary Height: Stories: Sprinklers		Lot: 13 Block:
08162-013-000	Structure <input checked="" type="checkbox"/>	1 <input checked="" type="checkbox"/>	AIRPORT INDUSTRIAL PARK UNIT II PB T-37
	Units Occ Load Fire Alarm	1 <input type="checkbox"/>	LOT 13 OR 2115/0090

Owner	Design Professional	Contractor
FLORIDA FOOD SERVICE INC. PO BOX 5247 GAINESVILLE, FL 326275247 Phone: N/A		FOOD TECH STRUCTURES LLC 2100 WASHINGTON STREET HANOVER MA 02339 Phone: (781)261-9700

Description of Work	License Holder
WAREHOUSE EXPANSION TO EXISTING FACILITY	DAVID SCOTT WITTLIFF # CGC1509833 Expires: 08/31/08 2100 WASHINGTON STREET HANOVER, MA 02339 Phone: (781)261-9700

This Certificate of Occupancy is issued pursuant to the requirements of all local, state, and federal codes, certifying that, at the time of issuance, this Structure was in compliance with the various ordinances of the governing jurisdiction regulating building construction or use. As of October 1, 2005 the 2004 edition of the Florida building code is the Building Code of record.

Building Official or Designee

Date

Certificate of Completion



City of Gainesville - Building Inspection Department

P.O. Box 490 Station 9

Gainesville, FL 32602

Phone: 352.334.5050 Fax: 352.334.2207

SITE WORK PERMIT

Applicant: FLORIDA FOOD SERVICE INC.E

Permit #: **20068333** Issued: **02/05/2007** Completed: **03/06/2008**

Address: **5201 NE 40 TER Gainesville, FL 32609**

Structure: **warehouse**

Occupancy: **Storage - Warehouse**

Construction Type: **I-A**

Square Footage	Zoning	SetBacks	Utilities
Heated: 41,436	Property: I-2	Front 0.00 Rear 0.00	Water: E2 Sewer:
Unheated: 0	Fire: N	Left 0.00 Right 0.00	Electric: Gas:
Total: 41,436	Flood: N		Legal
	Special: E2		Map: 3357 Section: 23
	School: E2		Township: 9S Range: 20E
Parcel # (Primary)	Primary Structure	Height: Stories: Sprinklers	Lot: 12 Block:
08161-003-000	<input checked="" type="checkbox"/>	1 <input checked="" type="checkbox"/>	
	Units	Occ Load Fire Alarm	
	1	<input type="checkbox"/>	

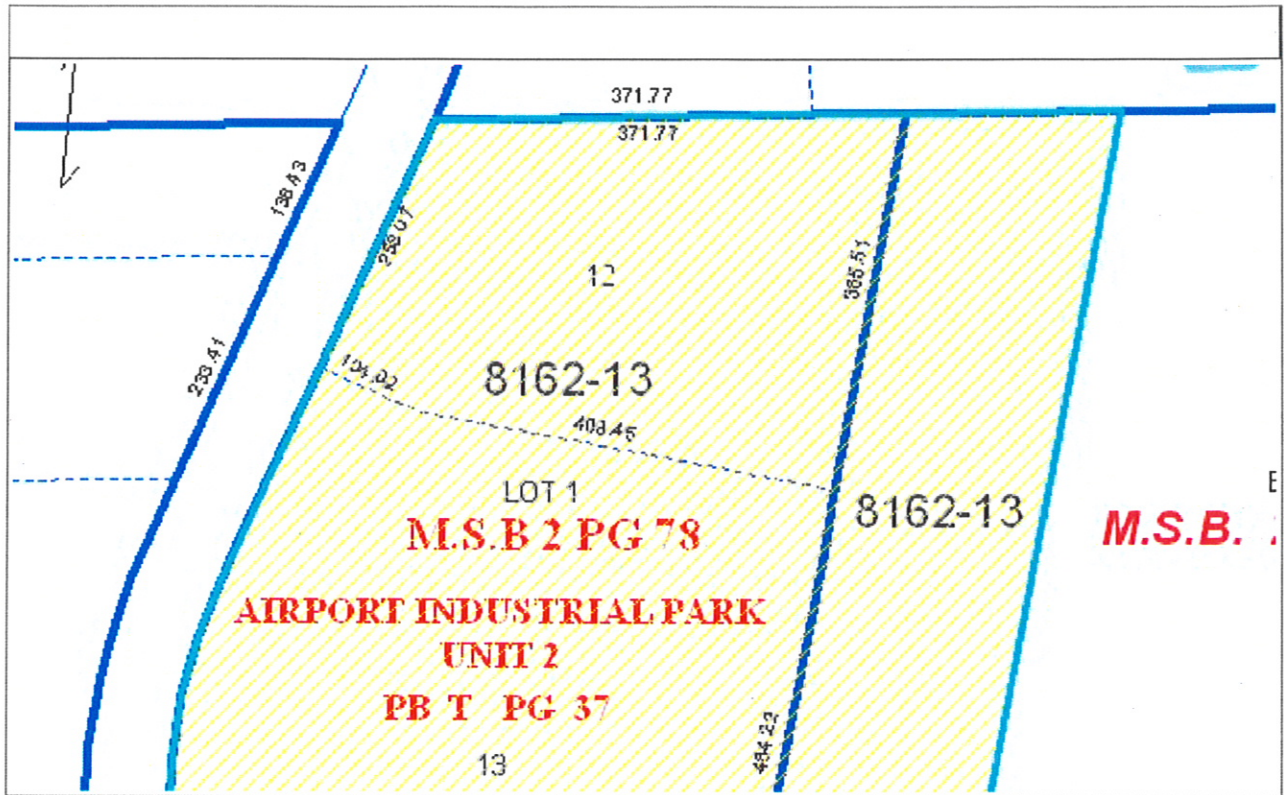
Owner	Design Professional	Contractor
FLORIDA FOOD SERVICE INC.E AIRPORT AUTHO 5201 NE 40TH TERRACE GAINESVILLE, FL 32609-		FOOD TECH STRUCTURES LLC 2100 WASHINGTON STREET HANOVER MA 02339 Phone: (781)261-9700

Description of Work	License Holder
SITE WORK	DAVID SCOTT WITLIFF # CGC1509833 Expires: 08/31/08 2100 WASHINGTON STREET HANOVER, MA 02339 Phone: N/A

This Certificate of Completion is issued pursuant to the requirements of all local, state, and federal codes, certifying that, at the time of issuance, this Structure was in compliance with the various ordinances of the governing jurisdiction regulating building construction or use. As of October 1, 2005 the 2004 edition of the Florida building code is the Building Code of record.

Building Official or Designee _____

Date _____



Map Printed On {2008-07-28 14:31}



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