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8/27/2008

ORDINANCE NO. _____
0-08-57

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An ordinance of the City of Gainesville, Florida, to vacate, abandon and close the right-of-ways, generally described as Northeast 13th Terrace and that portion of Northeast 22nd Avenue lying one foot west of a line between the Southeast corner of lot 14 and the Northeast corner of lot 29 and that portion of Northeast 21st Avenue lying one foot west of a line between the Southeast corner of lot 35 and the Northeast corner of lot 50, as per the plat of the third addition to Carol Estates, as more specifically described in this Ordinance; reserving a public and private utilities easement; providing a severability clause; providing a repealing clause; and providing an immediate effective date.

WHEREAS, pursuant to Section 30-192 of the Code of Ordinances of the City of Gainesville, an application was initiated to vacate, abandon and close the right-of-ways, generally described as Northeast 13th Terrace and that portion of Northeast 22nd Avenue lying one foot west of a line between the Southeast corner of lot 14 and the Northeast corner of lot 29 and that portion of Northeast 21st Avenue lying one foot west of a line between the Southeast corner of lot 35 and the Northeast corner of lot 50, as per the plat of the third addition to Carol Estates, as more specifically described herein; and

WHEREAS, notice was given and publication made as required by law and a public hearing was held by the City Plan Board on June 19, 2008; and

WHEREAS, at least ten (10) days notice has been given of the public hearing once by publication in a newspaper of general circulation notifying the public of this proposed ordinance

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1 and of the public hearings in the City Commission meeting room, First Floor, City Hall, in the
2 City of Gainesville; and

3 **WHEREAS**, notice has also been given by mail to all owners of property abutting the
4 portion to be vacated prior to the adoption of this ordinance; and

5 **WHEREAS**, prior to the public hearings the application was presented to and approved
6 by the appropriate Departments of the City; and

7 **WHEREAS**, the City Commission finds that it is in the public interest to vacate;
8 abandon and close the street subject to a public utilities easement with conditions as set forth
9 herein.

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

12 **Section 1.** The following described right-of-way in the City of Gainesville no longer
13 serves a public purpose and is hereby vacated, abandoned and closed for use by the public
14 generally:

15 See Legal Description attached hereto as Exhibit "A", and made a part
16 hereof as if set forth in full.

17 **Section 2.** The City reserves unto itself, its successors and assigns a public and private
18 utilities easement recorded in Official Records Book 3823, Page 2971, Public Records of
19 Alachua County, Florida over, under, across and through the right-of-way described in Exhibit
20 "B", attached hereto and made a part hereof, for the purpose of installing, maintaining and
21 operating public and private utilities.

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1 **Section 3.** The Clerk of the Commission or designee is authorized to record a true copy
2 of this Ordinance in the Public Records of Alachua County, Florida.

3 **Section 4.** If any word, phrase, clause, paragraph, section or provision of this ordinance
4 or the application hereof to any person or circumstance is held invalid or unconstitutional, such
5 finding shall not affect the other provisions or applications of the ordinance which can be given
6 effect without the invalid or unconstitutional provisions or application, and to this end the
7 provisions of this ordinance are declared severable.

8 **Section 5.** All ordinances, or parts of ordinances, in conflict herewith are to the extent of
9 such conflict hereby repealed.

10 **Section 6.** This ordinance shall become effective immediately upon final adoption.

11 **PASSED AND ADOPTED** this ____ day of _____, 2008.

12
13 _____
14 PEGEEN HANRAHAN, Mayor

15
16 ATTEST:

Approved as to form and legality:

17
18
19
20 _____
21 KURT LANNON,
22 CLERK OF THE COMMISSION

By: _____
MARION J. RADSON, CITY ATTORNEY

23
24
25 This ordinance passed on first reading this ____ day of _____, 2008.

26
27 This ordinance passed on second reading this ____ day of _____, 2008.

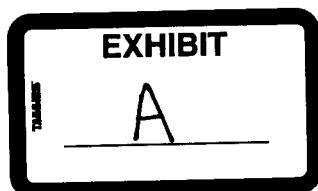
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LEGAL DESCRIPTION FOR STREET VACATION AT YMCA

ALL OF THAT PORTION OF THE FIFTY (50') RIGHT-OF-WAYS OF NORTHEAST 13TH TERRACE, NORTHEAST TWENTY SECOND 22ND AVENUE AND NORTHEAST TWENTY FIRST (21ST) AVENUE AS PER THE PLAT OF THE THIRD ADDITION TO CAROL ESTATES AS RECORDED IN PLAT BOOK "E", PAGE 99 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF NORTHEAST THIRTEENTH (13TH) TERRACE AND THAT PORTION OF NORTHEAST TWENTY SECOND (22ND) AVENUE LYING ONE (1) FOOT WEST OF A LINE BETWEEN THE SOUTHEAST CORNER OF LOT FOURTEEN (14) AND THE NORTHEAST CORNER OF LOT TWENTY NINE (29) AND ALL THAT PORTION OF NORTHEAST TWENTY FIRST (21ST) AVENUE LYING ONE (1) FOOT WEST OF A LINE BETWEEN THE SOUTHEAST CORNER OF LOT THIRTY FIVE (35) AND THE NORTHEAST CORNER OF LOT FIFTY (50).



RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2448293 2 PGS
2008 AUG 12 09:47 AM BK 3823 PG 2971
J. K. "BUDDY" IRBY
CLERK OF CIRCUIT COURT
ALACHUA COUNTY, FLORIDA
CLERK31 Receipt#381871
Doc Stamp-Deed: 0.70

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

a portion of Tax Parcels 10624-008-000,
10624-032-000, 10624-033-000, and 10624-052-000
Section 33, Township 9 South, Range 20 East



CORRECTIVE UTILITY EASEMENT

THIS EASEMENT, made this 11th day of August, 2008, by **The North Central Florida YMCA (Young Men's Christian Association), Inc.**, a Florida non profit corporation, whose mailing office address is 5201 Northwest 34th Street, Gainesville, Florida 32605, GRANTOR, and **City of Gainesville, Florida**, a municipal corporation, whose post office address is Post Office Box 490, Gainesville, Florida 32602-0490, GRANTEE,

WITNESSETH

That the said GRANTOR, for and in consideration of the sum of One (\$1.00) Dollar, and other good and valuable consideration, to it in hand paid by GRANTEE, receipt of which is hereby acknowledged, has given and granted, and by these presents does give and grant unto the GRANTEE, its successors and assigns, a perpetual easement for the purpose of constructing, operating and maintaining public utility facilities and related appurtenances over, under, upon and through the following described property in Alachua County, Florida, (Easement Area) to wit:

Description

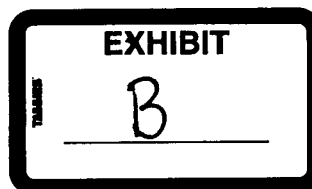
The Westerly Twenty (20) feet of the following more particularly described lands:

Lots 11, 12, 31, 32, 33, and 52 of the Third Addition to Carol Estates, a Subdivision, as recorded in Plat book E, page 99 of the Public Records of Alachua County, Florida.

N. B. This corrective easement was necessary to correct the legal description in the easement recorded in Official Records Book 3787, page 1260 of the Public Records of Alachua County, Florida.

The rights herein granted to GRANTEE by GRANTOR specifically include: (a) the right to construct, locate, operate, inspect, patrol, alter, improve, repair, rebuild, relocate, and remove said facilities; (b) the right of ingress and egress to and from the Easement Area at all times; (c) the right to upgrade the quantity and type of facilities; (d) the right to clear the Easement Area and keep it cleared of trees, limbs, undergrowth, and other obstructions which, in the opinion of GRANTEE, endanger or interfere with the safe and efficient installation, operation or maintenance of said facilities; (e) the right to trim and cut and keep trimmed and cut any trees and undergrowth on GRANTOR's land adjacent to but outside the Easement Area which, in the opinion of GRANTEE, endanger or interfere with the safe and efficient installation, operation or maintenance of said facilities; and (f) all other rights and privileges reasonably necessary for GRANTEE's safe and efficient installation, operation and maintenance of said facilities.

GRANTOR hereby covenants and agrees that no buildings, structures or obstacles shall be located, constructed, excavated or created within the Easement Area. All openings and excavations created by GRANTEE for the purpose of examining, repairing, replacing, altering or extending the facilities will be properly filled in by GRANTEE, the surface restored and the Easement Area left in good and safe condition. Movable fences are permitted on the Easement Area, provided they are placed so as to allow ready access to GRANTEE's facilities and provide a working space of not less than six feet (6') from manhole centers, three feet (3') from water meters, and further provided that GRANTOR assumes all risk of loss for any moveable object placed in the Easement Area.



GRANTOR agrees not to call upon GRANTEE to relocate its facilities, unless it is determined jointly by GRANTOR and GRANTEE that such relocation is necessary for the future orderly development of the premises and such development is in physical conflict with GRANTEE's facilities. In such event, said facilities will be relocated to another mutually agreed upon Easement Area within GRANTOR's premises, provided that GRANTOR executes and delivers to GRANTEE, at no cost to the GRANTEE, an acceptable and recordable easement to cover the relocated facilities. The cost of such relocation will be borne solely by GRANTOR unless otherwise agreed in writing by GRANTEE.

GRANTEE shall have quiet and peaceful possession, use and enjoyment of this easement. GRANTOR shall not utilize or permit the Easement Area to be utilized in any way which will interfere with GRANTEE's facilities and the safe operation and maintenance thereof.

GRANTOR hereby warrants and covenants that GRANTOR is the owner of the fee simple title to the premises in which the above described Easement Area is located and has full right and lawful authority to convey this easement.

TO HAVE AND TO HOLD the same unto the said GRANTEE, its successors and assigns, forever.

IN WITNESS WHEREOF, the said GRANTOR has caused these presents to be executed under seal on the day and year aforesaid.

Signed, sealed and delivered
in the presence of:

The North Central Florida YMCA, Inc.
a Florida non profit corporation

Genia Helms
Witness Signature
Printed Name: Genia Helms

Robert J. Walpole
Robert J. Walpole, President

Rebecca E. Jordan
Witness Signature
Printed Name: Rebecca E. Jordan

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 11th day of August 2008, by Robert J. Walpole, President, of The North Central Florida YMCA, Inc, a Florida non profit corporation, on behalf of the corporation. He is personally know to me or has produced a _____ as identification.

Ruth Myer
Print Name: Ruth Myer
My Commission Expires: 10/27/08

INSTRUMENT # 2448293
2 PGS

