

ORDINANCE NO. 080612
0-08-80

An ordinance of the City of Gainesville, Florida, finding that property located at 11 SE 2nd Avenue, 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 for certain improvements beginning January 1, 2009, and continuing for 10 years under certain conditions; authorizing the Mayor and Clerk of the Commission to sign the Historic Preservation Property Tax Exemption Covenant between the property owner 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 11 SE 2nd Avenue, Gainesville, Florida, as more specifically described in this ordinance, has applied for an ad valorem tax exemption pursuant to Chapter 25, Article IV, Code of Ordinances, City of Gainesville; and

WHEREAS, on September 6, 2005, the Historic Preservation Board approved Part 1 (evaluation of property eligibility) and Part 2 (description of improvement) of the application for ad valorem tax exemption; and

WHEREAS, the property owner completed the improvements and on September 4, 2008, the Historic Preservation Board approved Part 3 (request for review of completed work) of the application for ad valorem tax exemption; and

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

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

4 **WHEREAS**, pursuant to City Code, notice has also been given by mail to the property
5 owner, at least 10 days prior to the date set for the public hearing on this ordinance; 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 owned by R.A. Rush
12 Enterprises, Inc., a Florida corporation, and located at 11 SE 2nd Avenue, Gainesville, Florida,
13 as more particularly described in Exhibit "A" to the Historic Preservation Property Tax
14 Exemption Covenant, attached as "Exhibit 1" of this ordinance and made a part hereof as if set
15 forth in full (the "Property"), is an individually listed structure on the Local Register of Historic
16 Places, meets the requirements of Sections 196.1997, F.S. and of Sections 25-61 thru 25-66,
17 Code of Ordinances, City of Gainesville, and is eligible to receive an ad valorem tax exemption.

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 the Property, as described in the
20 Historic Preservation Property Tax Exemption application. This exemption applies only to those
21 ad valorem taxes levied on the real property by the City of Gainesville that are not levied for the
22 payment of bonds or authorized by a vote of the electors pursuant to section 9(b) or section 12,
23 Article VII of the Florida Constitution.

24 **Section 3.** This exemption shall take effect on January 1, 2009, remain in effect for 10
25 years and shall expire on December 31, 2018, as provided in the Historic Preservation Property

1 Tax Exemption Covenant, attached as Exhibit "1" to this ordinance and made a part hereof as if
2 set forth in full (the "Covenant").

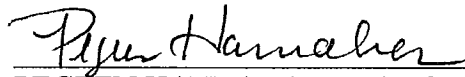
3 **Section 4.** Upon signature by the property owner, the Mayor and Clerk of the
4 Commission are authorized to sign the Covenant. The property owner is responsible for
5 recording the fully executed Covenant in the official records of Alachua County and for
6 providing a certified copy of the recorded Covenant to the City Manager or designee.

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

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

14 **Section 7.** This ordinance shall become effective immediately upon final adoption.

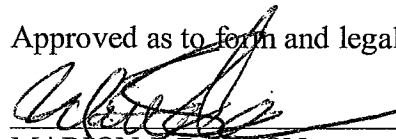
15 **PASSED AND ADOPTED** this 18th day of December, 2008.

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19 PEGEEN HANRAHAN, MAYOR
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22 ATTEST:

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24
25 KURT M. LANNON
26 CLERK OF THE COMMISSION
27

28 Approved as to form and legality

29 
MARION J. RADSON
CITY ATTORNEY

DEC 18 2008

30 This Ordinance passed on first reading this 4th day of December, 2008.

31 This Ordinance passed on second reading this 18th day of December, 2008.

Exhibit "A"

LEGAL DESCRIPTION FOR PARCEL NO. **14561-000-000** LOCATED AT 11
SE 2ND AVENUE, GAINESVILLE, FLORIDA

Commence one hundred and twenty feet (120) East from the Northwest Corner of Block Three (3), Range One (1), thence West sixty (60) feet, thence South One hundred six and one-fourth ($106\frac{1}{4}$) feet to Point of Beginning. Said land being in Block Three (3), Range One (1), of the original survey of the City of Gainesville, Florida, lying and being in Section Five (5), Township Ten (10) South, Range Twenty (20) East, less and except the right-of-way of S.E. 2nd Avenue as per the description recorded in Official Records Book 215, Page 182 of the Public Records of Alachua County, Florida.

Exhibit "1"

HISTORIC PRESERVATION PROPERTY TAX EXEMPTION COVENANT

This covenant is made by R. A. Rush Enterprises, Inc., a Florida corporation (hereinafter referred to as the Owner(s)) and in favor of City of Gainesville (hereinafter referred to as the City) for the purpose of the restoration, renovation or rehabilitation, of a certain Property located at 11 S.E. 2nd Avenue, 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 is comprised essentially of grounds, collateral, appurtenances, and improvements. The Property is more particularly described as follows: See Legal Description attached as Exhibit "A" and made a part hereof as if set forth in full. In consideration of the tax exemption granted by the City, the Owner hereby agrees to the following for the period of the tax exemption, which is from January 1, 2009, to December 31, 2018. 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 City, 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.

WITNESSES:

OWNER

R. A. RUSH ENTERPRISES, INC.,
a Florida corporation

Printed name: _____

By: _____

Printed name: _____

Title _____

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this ____ day of _____, 2008, by _____, the _____ of and on behalf of R. A. Rush Enterprises, Inc., a Florida corporation, who is personally known to me or has produced _____ as identification.

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

CITY

ATTEST:

PEGEEN HANRAHAN, MAYOR

Kurt Lannon, Clerk of the Commission

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this ____ day of _____, 2008, by PEGEEN HANRAHAN and KURT 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"

LEGAL DESCRIPTION FOR PARCEL NO. **14561-000-000** LOCATED AT 11 SE 2ND
AVENUE, GAINESVILLE, FLORIDA

Commence one hundred and twenty feet (120) East from the Northwest Corner of Block Three (3), Range One (1), thence West sixty (60) feet, thence South One hundred six and one-fourth ($106 \frac{1}{4}$) feet; thence East sixty (60) feet; thence North one hundred six and one-fourth ($106 \frac{1}{4}$) feet to Point of Beginning. Said land being in Block Three (3), Range One (1), of the original survey of the City of Gainesville, Florida, lying and being in Section Five (5), Township Ten (10) South, Range Twenty (20) East, less and except the right-of-way of S.E. 2nd Avenue as per the description recorded in Official Records Book 215, Page 182 of the Public Records of Alachua County, Florida.

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This covenant is made by R. A. Rush Enterprises, Inc., a Florida corporation (hereinafter referred to as the Owner(s)) and in favor of City of Gainesville (hereinafter referred to as the City) for the purpose of the restoration, renovation or rehabilitation, of a certain Property located at 11 S.E. 2nd Avenue, 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 is comprised essentially of grounds, collateral, appurtenances, and improvements. The Property is more particularly described as follows: See Legal Description attached as Exhibit "A" and made a part hereof as if set forth in full. In consideration of the tax exemption granted by the City, the Owner hereby agrees to the following for the period of the tax exemption, which is from January 1, 2009, to December 31, 2018. 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.

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Address: Box 490 Station 11
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Telephone: (352) 334-5022

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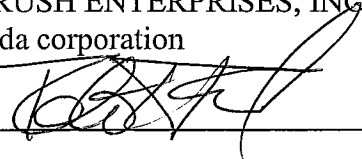
9. The terms of this Covenant shall be binding on the current Property Owner, transferees, and their heirs, successors, or assigns.

WITNESSES:

OWNER


Printed name: Deborah E. Middleton

R. A. RUSH ENTERPRISES, INC.,
a Florida corporation

By: 

Deborah A. Skinner
Printed name: Deborah A. Skinner

owner, President
Title

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 3 day of December, 2008, by Robert A. Rush, the owner of and on behalf of R. A. Rush Enterprises, Inc., a Florida corporation, who is personally known to me or has produced _____ as identification.

Deborah R. Middleton
Notary Public, State of Florida
Print Name: _____
My Commission Expires: _____
DEBORAH R. MIDDLETON
Comm# DD07054
Expires 8/15/2011
Florida Notary Assn.

ATTEST:

Kurt Lannon
Kurt Lannon, Clerk of the Commission

CITY

Peggy Hanrahan
PEGEEEN HANRAHAN, MAYOR

APPROVED AS TO FORM AND LEGALITY
By: Mark J. Radson
Mark J. Radson, City Atty.
City of Gainesville, Florida

STATE OF FLORIDA
COUNTY OF ALACHUA

DEC 18 2008

The foregoing instrument was acknowledged before me this 23 day of December, 2008, by PEGEEEN HANRAHAN and KURT 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.

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

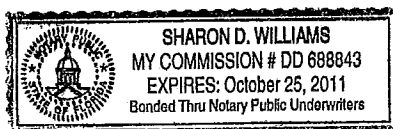


Exhibit "A"

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AVENUE, GAINESVILLE, FLORIDA

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