

## **Board of Adjustment Agenda**

**February 28, 2022**

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**Mayor Gib Coerper**

**Vice Mayor Shirley Green Brown**

Commissioner Jennifer Blalock

Commissioner Dayna Miller

Commissioner Robert Wilford

**City Manager Mike DaRoza**

City Attorney Marian Rush

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The City of Alachua will conduct a  
**Board of Adjustment Meeting**  
**At 5:30 PM**  
to address the item(s) below.

**Meeting Date:** February 28, 2022

**Meeting Location:** James A Lewis Commission Chambers  
15100 NW 142 Ter.

**Notice given pursuant to Section 286.0105, Florida Statutes. In order to appeal any decision made at this meeting, you will need a verbatim record of the proceedings. It will be your responsibility to ensure such a record is made.**

<b>Board of Adjustment Meeting</b>
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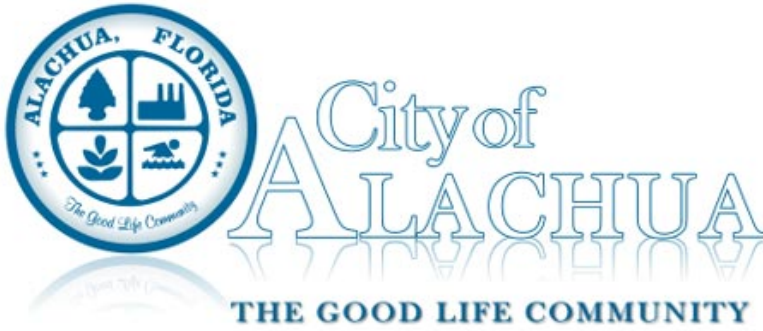
**CALL TO ORDER**

**PUBLIC HEARING**

**AGENDA ITEMS**

- A. Zoning Variance Permit – Lion’s Club Scout Hut: A request by the City of Alachua, applicant and agent for Alachua Lions Club, Inc., property owner, for consideration of a request for a Zoning Variance Permit to reduce the minimum front setback requirement. Tax Parcel Number 03604-000-000 (Quasi-Judicial Hearing).

**ADJOURNMENT OF BOARD OF ADJUSTMENT HEARING**



## Commission Agenda Item

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**MEETING DATE:** 2/28/2022

**SUBJECT:** Zoning Variance Permit – Lion’s Club Scout Hut: A request by the City of Alachua, applicant and agent for Alachua Lions Club, Inc., property owner, for consideration of a request for a Zoning Variance Permit to reduce the minimum front setback requirement. Tax Parcel Number 03604-000-000 (Quasi-Judicial Hearing).

**PREPARED BY:** Justin Tabor, AICP, Principal Planner

**RECOMMENDED ACTION:**

Staff recommends that the Board of Adjustment approve the Zoning Variance Permit for Alachua Lions Club, Inc. to reduce the minimum front setback on Tax Parcel 03604-000-000 from 20 feet to 10 feet upon making the following motion:

Based upon the competent substantial evidence presented at this hearing, the presentation before this Board, and Staff’s recommendation, this Board finds the application to be consistent with the City of Alachua Comprehensive Plan and in compliance with the Land Development Regulations and approves the Zoning Variance Permit to reduce the minimum front setback on Tax Parcel 03604-000-000 from 20 feet to 10 feet.

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### Summary

This application is a request by the City of Alachua, applicant and agent for Alachua Lions Club, Inc., property owner, for consideration of a request for a Zoning Variance Permit to reduce the minimum front setback requirement as set forth in Table 5.1-3 of the City of Alachua Land Development Regulations from 20 feet to 10 feet. The purpose of the proposed setback reduction is to accommodate the addition of a covered entry and a covered patio on the existing Scout Hut building located on the subject property.

The subject property is located at 15125 NW 142nd Terrace, south of US Highway 441 and Dollar General. The United States Post Office is located to the west of the subject property. Skinner Field is located to the south and the Downtown Park are located to the east.

In 2012, the City entered into an agreement with Alachua Lions Club, Inc. to, among other purposes, acquire additional road right-of-way for a proposed road reconstruction and enhancement project of NW 142<sup>nd</sup> Terrace. Redevelopment of the roadway included the addition of on-street parking and sidewalks. A strip of land approximately 22 feet wide was transferred from Alachua Lions Club, Inc. to the City for additional right-of-way in order to facilitate this project. Prior to the widening of the NW 142<sup>nd</sup> Terrace right-of-way, the Scout Hut building was located outside of the front setback area, however, this transfer of land caused the Scout Hut building to be rendered a nonconforming structure.

Section 5.1.3 and Table 5.1-3 of the LDRs establish the dimensional standards for business zoning districts. A minimum front setback of 20 feet is required within the Commercial Intensive (CI) zoning district.

Section 2.4.7(C)(2) establishes the applicability of Zoning Variance Permits, and states (emphasis added):

*Applicability. The following standards may be varied through the zoning variance permit procedure:*

*(a) The maximum height standards (except as provided for in Section 2.4.4 for the CI and CP zoning districts), maximum lot coverage standards, **minimum yards and setbacks standards**, minimum lot area standards, and minimum lot width standards in Section 5.1, Dimensional standards tables;...*

Based upon the criteria set forth in Section 2.4.7(C)(2), a reduction in the minimum setback standard may be requested through a Zoning Variance Permit.

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#### ATTACHMENTS:

Description

- ▢ Staff Report & Staff Supporting Materials
- ▢ Application & Supporting Materials
- ▢ Public Notice Materials for the 2/28/22 Board of Adjustment Hearing



# City of Alachua

## Planning & Community Development Department

### Staff Report

**Board of Adjustment Hearing Date:** February 28, 2022  
**Quasi-Judicial Hearing**

**SUBJECT:** A request for a Zoning Variance Permit to reduce the minimum front setback from 20 feet to 10 feet

**APPLICANT/AGENT:** City of Alachua

**PROPERTY OWNER:** Alachua Lions Club, Inc.

**LOCATION:** 15125 NW 142<sup>nd</sup> Terrace

**PARCEL ID NUMBER:** 03604-000-000

**FLUM DESIGNATION:** Recreation

**ZONING:** Commercial Intensive (CI)

**OVERLAY:** N/A

**ACREAGE:** ±0.71 acres

**RECOMMENDATION:** Staff recommends that the Board of Adjustment approve the Zoning Variance Permit for Alachua Lions Club, Inc. to reduce the minimum front setback on Tax Parcel 03604-000-000 from 20 feet to 10 feet.

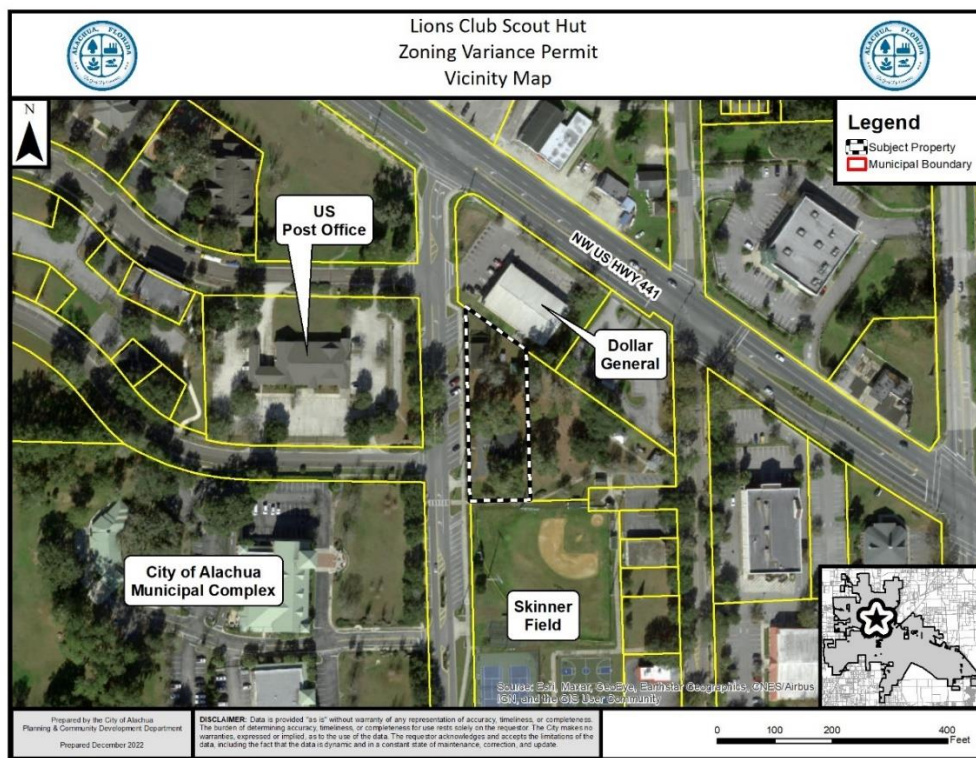
**RECOMMENDED MOTION:** *Based upon the competent substantial evidence presented at this hearing, the presentation before this Board, and Staff's recommendation, this Board finds the application to be consistent with the City of Alachua Comprehensive Plan and in compliance with the Land Development Regulations and approves the Zoning Variance Permit to reduce the minimum front setback on Tax Parcel 03604-000-000 from 20 feet to 10 feet.*

# SUMMARY

This application is a request by the City of Alachua, applicant and agent for Alachua Lions Club, Inc., property owner, for consideration of a request for a Zoning Variance Permit to reduce the minimum front setback requirement as set forth in Table 5.1-3 of the City of Alachua Land Development Regulations from 20 feet to 10 feet. The purpose of the proposed setback reduction is to accommodate the addition of a covered entry and a covered patio on the existing Scout Hut building located on the subject property.

The subject property is located at 15125 NW 142<sup>nd</sup> Terrace, south of US Highway 441 and Dollar General. The United States Post Office is located to the west of the subject property. Skinner Field is located to the south and the Downtown Park are located to the east.

Map 1. Vicinity Map



In 2012, the City entered into an agreement with Alachua Lions Club, Inc. to, among other purposes, acquire additional road right-of-way for a proposed road reconstruction and enhancement project of NW 142<sup>nd</sup> Terrace. Redevelopment of the roadway included the addition of on-street parking and sidewalks. A strip of land approximately 22 feet wide was transferred from Alachua Lions Club, Inc. to the City for additional right-of-way in order to facilitate this project. Prior to the widening of the NW 142<sup>nd</sup> Terrace right-of-way, the Scout Hut building was located outside of the front setback area, however, this transfer of land caused the Scout Hut building to be rendered a nonconforming structure.

Illustration 1 below depicts the current property line and the property line prior to the dedication of additional right-of-way of the subject property in 2012. Illustration 1 also depicts the current location of the front setback line and the location of the front setback line prior to

the dedication of additional right-of-way. Illustration 2 below depicts a street view of NW 142<sup>nd</sup> Terrace in the vicinity of the Scout Hut in 2011 (pre-reconstruction/enhancement of NW 142<sup>nd</sup> Terrace). Illustration 3 below depicts a street view of NW 142<sup>nd</sup> Terrace in the vicinity of the Scout Hut in 2017 (post-reconstruction/enhancement of NW 142<sup>nd</sup> Terrace). Illustration 4 depicts a cross-section of NW 142<sup>nd</sup> Terrace as proposed as part of the reconstruction and enhancement project. Illustration 5 below depicts the location of the right-of-way line and the new right-of-way line. Illustration 6 depicts the proposed improvements to the building, including the covered entry and covered patio.

**Illustration 1. Approximate Property Lines & Setback Lines Pre- and Post NW 142<sup>nd</sup> Terrace Reconstruction/Enhancement**

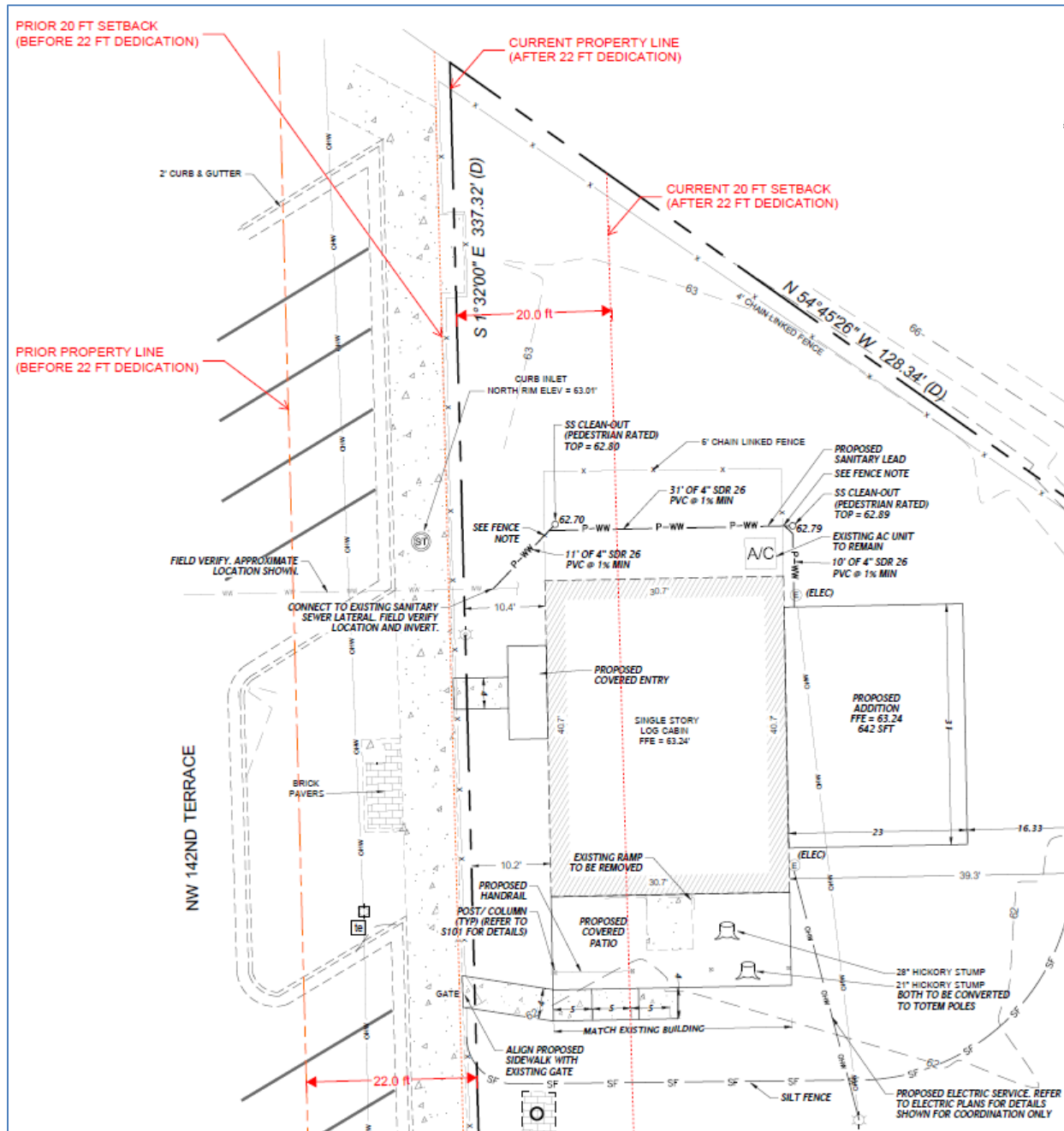


Illustration 2. NW 142<sup>nd</sup> Terrace Street View - 2011 (Pre-Reconstruction/Enhancement)

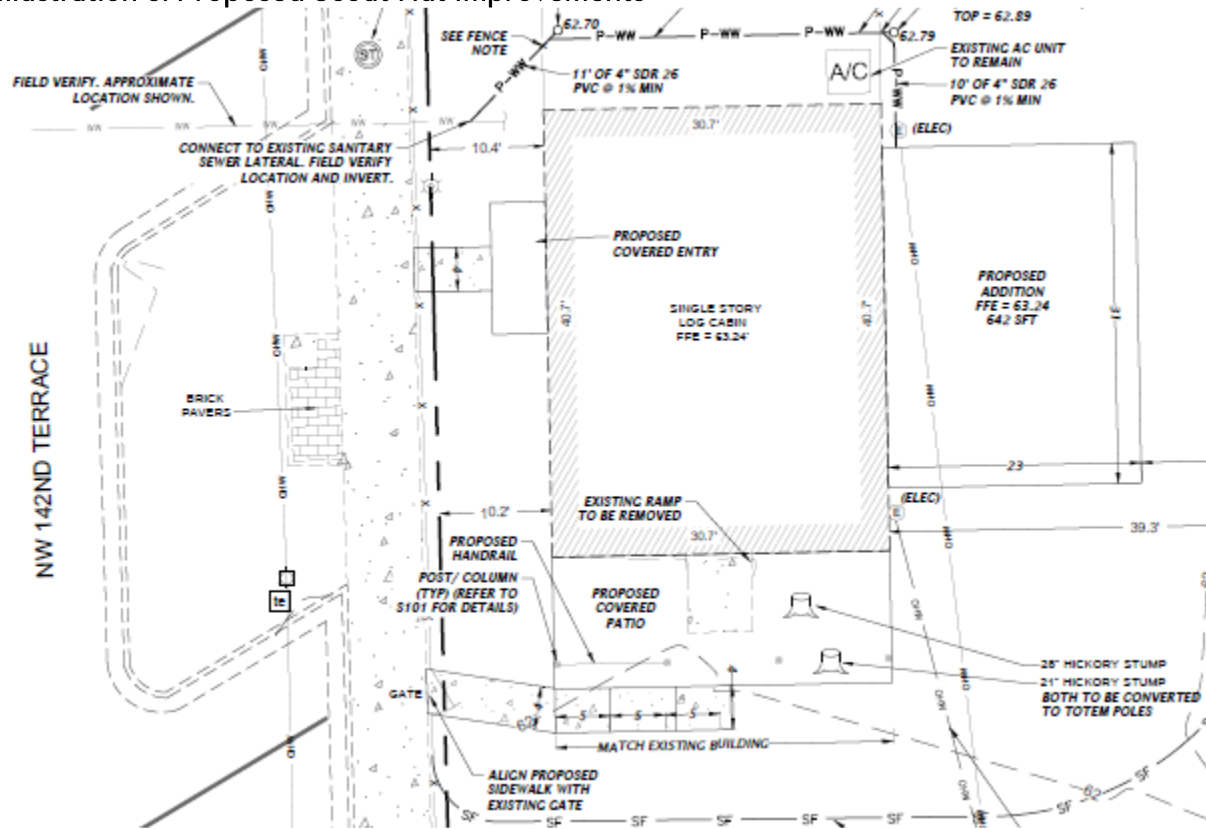


Illustration 3. NW 142<sup>nd</sup> Terrace Street View - 2017 (Post-Reconstruction/Enhancement)





## Illustration 6. Proposed Scout Hut Improvements



Section 5.1.3 and Table 5.1-3 of the LDRs establish the dimensional standards for business zoning districts. A minimum front setback of 20 feet is required within the Commercial Intensive (CI) zoning district.

Section 2.4.7(C)(2) establishes the applicability of Zoning Variance Permits, and states (emphasis added):

*Applicability. The following standards may be varied through the zoning variance permit procedure:*

- The maximum height standards (except as provided for in Section 2.4.4 for the CI and CP zoning districts), maximum lot coverage standards, **minimum yards and setbacks standards**, minimum lot area standards, and minimum lot width standards in Section 5.1, Dimensional standards tables;...*

Based upon the criteria set forth in Section 2.4.7(C)(2), a reduction in the minimum setback standard may be requested through a Zoning Variance Permit.

## FINDINGS OF FACT: COMPLIANCE WITH LAND DEVELOPMENT REGULATIONS

Section 2.4.7(C)(4) of the City's Land Development Regulations (LDRs) establishes the standards with which all zoning variance permits must be found to be compliant. The application has been reviewed for compliance with the standards of Section 2.4.7(C)(4). Staff's evaluation of the application's compliance with the applicable standards of Section 2.4.7(C)(4) is provided below.

*Zoning variance permit standards.* A zoning variance permit shall be approved only upon a finding that the applicant demonstrates all of the following standards are met:

- a. *Extraordinary and exceptional conditions.* There are extraordinary and exceptional conditions (such as topographic conditions, narrowness, shallowness, or the shape of a parcel of land) pertaining to the particular piece of land for which the variance is sought that do not generally apply to other land or structures in the vicinity.

**Evaluation & Findings:** In 2012, the City entered into an agreement with Alachua Lions Club, Inc. to, among other purposes, acquire additional road right-of-way for a proposed road reconstruction and enhancement project of NW 142<sup>nd</sup> Terrace. Redevelopment of the roadway included the addition of on-street parking and sidewalks. A strip of land approximately 22 feet wide was transferred from Alachua Lions Club, Inc. to the City for additional right-of-way in order to facilitate this project. Prior to the widening of the NW 142<sup>nd</sup> Terrace right-of-way, the Scout Hut building was located outside of the front setback area, however, this transfer of land caused the Scout Hut building to be rendered a nonconforming structure.

- b. *Not result of action by applicant.* The special circumstances are not the result of the actions of the applicant.

**Evaluation & Findings:** The dedication of right-of-way which occurred in 2012 was necessary in order to facilitate the reconstruction and enhancement of NW 142<sup>nd</sup> Terrace. This project provided on-street parking and sidewalk improvements which increased parking availability for activities at Skinner Field as well as other cultural and social events held in the downtown area.

- c. *No special privilege.* The granting of the variance will not confer any special privilege on the applicant that is denied to other lands or structures in the same zone district.

**Evaluation & Findings:** There are no other known instances of properties zoned Commercial Intensive (CI) that have had a structure rendered nonconforming as a result of the dedication of lands for additional road right-of-way.

- d. *Strict application deprives use.* Because of the conditions in Subsection 2.4.7(C)(4)(a) of this section, the application of these LDRs to the land would effectively prohibit or unreasonably restrict the utilization of the land and result in unnecessary and undue hardship.

**Evaluation & Findings:** According to the property owner, the strict application of the minimum front setback requirement of 20 feet would prevent structural improvements that would increase the structure's useful life and improve access for all users during inclement weather.

- e. *Minimum variance.* The granting of the variance is the minimum action that will make possible the reasonable use of the land or structure which is not contrary to the public interest, and which would carry out the spirit of these LDRs.

**Evaluation & Findings:** The proposed improvements to the structure represent the minimum action required to provide sufficient coverage over the recommended dimensions for a door landing as set forth in Florida Building Code.

- f. *Not detrimental.* The authorization of the variance will not result in substantial detriment to adjacent land, and the character of the zone district in which the land subject to the application is located.

**Evaluation & Findings:** The Lion's Club building is located on adjacent lands that are to the south of the structure and are in common ownership. The only other adjacent land that would be potentially affected by the variance is the lands to the north. This land is presently developed (Dollar General). The Dollar General storefront is oriented to the intersection of NW 142<sup>nd</sup> Terrace and US Highway 441. The proposed improvements to the structure would have no perceivable impact upon the adjacent lands.

The CI zoning district, while primarily intended to provide lands that facilitates highway-oriented development, permits private clubs and lodges, such as the Lion's Club and the Boy Scouts of America. The proposed building improvements are within the character of the existing use of the property and as permitted within the CI zoning district.

- g. *Consistency with these LDRs.* The granting of the variance will be generally consistent with the purposes and intent of these LDRs and the public interest.

**Evaluation & Findings:** The variance request is generally consistent with the intent of the LDRs and would serve the public interest. The structure is presently used and will continue to be used by the Boy Scouts of America, which is a service, community engagement, and leadership development program that is open and accessible to the community. The granting of this variance request will allow the Boy Scouts of America to renovate their existing meeting space to more effectively fulfill the mission of the organization, thereby furthering a public interest.

EXHIBIT "A"  
TO  
ALACHUA LIONS CLUB, INC. - SCOUT HUT  
ZONING VARIANCE PERMIT

SUPPORTING APPLICATION MATERIALS  
SUBMITTED BY CITY STAFF TO THE  
PLANNING AND ZONING BOARD

**RETURN THIS ORIGINAL INSTRUMENT TO:**

Darryl J. Tompkins, Esq.  
Darryl J. Tompkins, P.A.  
Post Office Box 519  
Alachua, Florida 32616  
(352) 372-2684

**AGREEMENT**

THIS AGREEMENT (the "Agreement") is made and executed this 27 day of February, 2012, by and between the **CITY OF ALACHUA**, a Florida municipal corporation (hereinafter referred to as "City") whose address is Post Office Box 9, Alachua, Florida 32616, and **Alachua Lions Club, Inc.**, a Florida non profit corporation (hereinafter referred to as "Lions Club") a non profit corporation, whose address is Post Office Box 1386, Alachua, Florida 32616.

**WITNESSETH:**

WHEREAS, the City is proposing to undertake certain road reconstruction and roadway improvements to NW 150 Avenue and NW 142 Terrace in the City of Alachua including but not limited to road resurfacing, installation of sidewalks, street lighting, landscaping, and construction of a traffic round about at the intersection of NW 150 Avenue and NW 142 Terrace (the "Project"); and

WHEREAS, the City will need to acquire additional road rights of way from various land owners in order to accomplish said improvements; and

WHEREAS, Lions Club owns the property legally described on the attached Exhibit "A" and the City desires to acquire a portion of said property for the additional right of way described in Exhibit "B" and a Drainage Easement across the property described in Exhibit "D"; and

WHEREAS, Lions Club is willing to deed the additional right of way described in Exhibit "B" and execute a Drainage Easement for the property in Exhibit "D" to the City conditioned upon certain provisions contained in this Agreement; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties mutually agree as follows:

1. Recitals. The foregoing recitals are true and correct and are hereby incorporated herein by this reference.

2. Lions Club Obligations.

2.1 Lions Club agrees to execute and deliver to the City a Special Warranty Deed in the form attached as Exhibit "C" to the City for the additional right of way and the Drainage Easement in the form attached as Exhibit "E" together with any other documents reasonably requested by the City or it's Counsel to effectuate the transfer. The City will pay all costs of document preparation and recording.

2.2 The executed Special Warranty Deed and Drainage Easement shall be held in escrow by the City or it's Counsel until the construction contract with the contractor of the City's choosing is executed at which time the deed and easement shall be recorded in the public records of Alachua County, Florida.

2.3. The Lions Club acknowledges that the Deed dated December 16, 1976 from Oak Hill Community Fair, Inc. "Grantor" to Alachua Lions Club Board of Directors and their successors and recorded in Official Records Book 1039 at Page 579 of the Public Records of Alachua County, Florida may not be insurable title and agrees to file a Quiet Title Suit for the property legally described in said Deed into Alachua Lions Club, Inc. within one (1) year of the date of this Agreement. The City shall be responsible for the costs and fees of said Quiet Title Suit.

3. City Obligations.

3.1 Consistent with City Laws and Policies, the City shall do the following which shall be completed on or before the Project is completed:

3.1.a. The City agrees to remove three (3) oak trees near the Lions Club building and four (4) other trees located near the Boys Scout Hut.

3.1.b. The City agrees to provide four (4) paved handicap parking spaces on the Lions Club property constructed to ADA specifications. (This work is currently shown on the project Construction Drawings.)

3.1.c. The City agrees to preserve and relocate, if necessary, the eyeglass collection box, the flag pole, and dedication marker located adjacent to the flag pole.

3.1.d. The City agrees to bear reasonable costs incurred by the Lions Club as a result of the project.

3.1.e. The City agrees to indemnify the Lions Club from liability or expenses resulting from City owned/maintained infrastructure constructed on Lions Club property.

3.1.f. The City agrees to provide 2,000 sf of (choose one) St. Augustine/Centipede/Bermuda/Bahia sod to the Lions Club to restore areas disturbed as a result of the work described in Items 1, 2, and 3 above.

3.1.g. The City plans to remove the chain link fence which is erected on the west side of the property parallel to NW 142 Terrace. If the Lions Club desires replacement of the fence within one (1) year of completion of construction of the roadway project, the City

agrees to replace the fencing with a fence that meets City land development regulations and the approval of the Lions Club.

4. Applicable Law, Enforcement, Jurisdiction and Venue. This Agreement shall be subject to the following provisions:

4.1 This Agreement, and the rights and obligations of the City and Lions Club hereunder, shall be governed by, construed under, and enforced in accordance with the laws of the State of Florida.

4.2 Venue for any litigation pertaining to the subject matter hereof shall be exclusively in the state courts in and for Alachua County, Florida.

5. Exhibits. All exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by reference.

6. Captions and Paragraph Headings. Captions and paragraph headings contained in this Agreement are for convenience and reference only, and in no way define, describe, extend or limit the scope of intent of this Agreement, nor the intent of any provision hereof.

7. Counterparts. This Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constituting one and same Agreement.

8. Merger. This Agreement constitutes the entire understanding of the parties. It supersedes any prior understandings, agreements, or obligations between them upon the subjects covered in this Agreement. There are no representations, promises, guarantees or warranties other than those set forth herein.

9. Effective Date and Duration. This Agreement shall become effective after it has been executed by both parties (the "Effective Date"). This Agreement may be terminated only by mutual consent of the parties. The parties further acknowledge the instant Agreement may be further extended by mutual agreement of the parties and in accordance with applicable state and local law.

10. Amendment. This Agreement may be amended by mutual consent of the parties.

11. Further Assurances. Each of the parties hereto agrees to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts, and assurances as shall be reasonably requested by the other party in order to carry out the intent of this Agreement and give effect thereto. Without limiting the specific rights and obligations set forth in this Agreement, the parties hereby declare their intention to cooperate with each other in effecting the terms of this Agreement, and to coordinate the performance of their respective obligations under the terms of this Agreement.

12. Notices. Any notices or reports required by this Development Agreement shall be sent to the following:

For the City: Traci Cain  
Alachua City Manager  
P.O. Box 9  
Alachua, Florida 32616

With a copy to: Darryl J. Tompkins, Esq.  
Darryl J. Tompkins, P.A.  
Post Office Box 519  
Alachua, Florida 32616

Lions Club: Alachua Lions Club, Inc.  
Mr. Gunter Hirsch, President  
Post Office Box 1386  
Alachua, Florida 32616

With a copy to: Marvin W. Bingham, Jr., PA  
Marvin W. Bingham, Jr., Esquire  
Post Office Box 1930  
Alachua, Florida 32616

13. Representations of the Parties. The City and Lions Club hereby represent and warrant to the other that each has the power and authority to execute, deliver and perform the terms and provisions of this Agreement and each has taken all necessary action to authorize the execution, delivery and performance of this Agreement. This Agreement will, when duly executed and delivered by the City and Lions Club, constitute a legal, valid and binding obligation enforceable against the parties hereto in accordance with the terms and conditions of this Agreement. Lions Club represents that they have voluntarily and willfully executed this Agreement for purposes of binding the Property described in Exhibit "A" and "B" to the terms and conditions set forth in this Agreement.

14. Successors and Assigns. This Agreement shall automatically be binding upon and shall inure to the benefit of the City and Lions Club and their respective successors and assigns.

The terms and conditions of this Agreement similarly shall be binding upon the Property and shall run with title to the same.

15. Written Amendments. This Agreement shall not be modified or amended except by written agreement duly executed by both parties hereto (or their successors or assigns) and approved by the City Commission.

16. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable to any extent by a court of competent jurisdiction, the same shall not affect in any respect the validity or enforceability of the remainder of this Agreement.

17. Recordation. This Agreement shall not be recorded in the Public Records of Alachua County, Florida.

18. Sovereign Immunity. Nothing contained in this Agreement shall be construed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statutes, or any other limitation on the City's potential liability under the state and federal law.

19. Interpretation. The parties hereby agree and acknowledge that they have both participated equally in the drafting of this Agreement and no party shall be favored or disfavored regarding the interpretation to this Agreement in the event of a dispute between the parties.

20. Permits. The failure of this Agreement to address any particular City, county, state, and/or federal permit, condition, term, or restriction shall not relieve Lions Club or the City of the necessity of complying with the law governing said permitting requirements, conditions, term, or restriction.

21. Third-Party Rights. This Agreement is not a third-party beneficiary contract and shall not in any way whatsoever create any rights on behalf of any third party.

22. Specific Performance. Strict compliance shall be required with each and every provision of this Agreement. The parties agree that failure to perform the obligations provided by this Agreement shall result in irreparable damage and that specific performance of these obligations may be obtained by a suit in equity.

23. Attorney's Fees. In connection with any arbitration or litigation arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs through all appeals to the extent permitted by law.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal on the date first above written.

(Seal)  
Attest:

City Commission of the City of Alachua

By: Gib Coerper

Gib Coerper, Mayor


By: Shaci L Cain  
City Manager, City Clerk


Date: 2/27/12


Approved by City Attorney as to Form

By: Marian B. Rush

"GRANTOR"  
Alachua Lions Club, Inc., a Florida Non Profit  
Corporation

  
Printed Name: MARVIN W. BINGHAM, JR.

  
Printed Name: SHARRON D. RUTHERFORD

By:   
Gunter Hirsch, President



STATE OF FLORIDA  
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 27 day of January, 2012, by Gunter Hirsch, President of the Alachua Lions Club, Inc., a Florida non profit corporation, on behalf of the company. He is personally known to me or he has produced his Florida driver's license as identification.


  
Printed Name: MARVIN W. BINGHAM, JR.  
Notary Public  
My Commission Expires: 5.22.12



Exhibit "A"

Parcel A and the West 124.99 feet of Parcel D, all described below.

November 1, 1992  
City of Alachua to Alachua Lions Club, Inc.  
Parcel "A,"  
0.082 Ac.±

DESCRIPTION

A parcel of land partially situated in Block 19 of Downing's Addition to the City of Alachua as per plat recorded in Plat Book "C" at page 79-A of the Public Records of Alachua County, Florida and partially situated in the former right-of-way of NW 3rd Avenue (a 40 foot right-of-way vacated by City of Alachua Resolution No. R-93-01, dated October 19, 1992) said parcel of land being more particularly described as follows:

Commence at a nail and brass disk found and accepted as the intersection of the westerly right-of-way line of NW 1st Street (a 60-foot right-of-way formerly known as West Main Street) with the former southerly right-of-way line of the "Old Plant System Division of the Atlantic Coast Line Railroad" for a POINT OF BEGINNING and run S 55 deg. 58 min. 42 sec. East, along said former southerly right-of-way line, a distance of 156.50 feet to a set concrete monument (PLS No. 3973); thence run S 02 deg. 50 min. 42 sec. E, a distance of 250.84 feet, along the easterly line of the herein described Parcel "A," as shown on the attached survey by Charles L. Bevington, Florida Registered Land Surveyor No. 3973, to a concrete monument (PLS No. 3973) set at the intersection of said east line with the former centerline of the aforementioned right-of-way of NW 3rd Avenue; thence run S 87 deg. 26 min. 08 sec. West, along said former centerline, a distance of 125.00 feet to a nail found and accepted as the intersection of said former centerline of NW 3rd Avenue with the aforementioned easterly right-of-way line of NW 1st Street; thence run N 02 deg. 50 min. 15 sec. W, along said easterly right-of-way line, a distance of 354.13 feet to the POINT OF BEGINNING.

The above described land contains 0.082 acres, more or less, and is subject to and together with a blanket public utilities easement, exclusive to the City of Alachua, with said easement being limited to those utilities in place as of the date of this deed.

November 1, 1992  
PARCEL "D" - Hiatus Area

DESCRIPTION

A strip of land situated in Block 19 of Downing's Addition to the City of Alachua as per plat recorded in Plat Book "C," at page 79-A of the Public Records of Alachua County, Florida, said strip of land being more particularly described as follows:

Commence at a nail and brass disk found and accepted as the intersection of the easterly right-of-way line of NW 1st Street (a 60 foot right-of-way formerly known as West Main Street) with the former southerly right-of-way line of the "Old Plant System Division of the Atlantic Coast Line Railroad" for a POINT OF REFERENCE and run S 55 deg 58 min 42 sec E, a distance of 209.72 feet to the POINT OF BEGINNING; thence continue S 55 deg 58 min 42 sec E, along said former southerly right-of-way line, a distance of 15.30 feet to an intersection with the northerly line of the SW ¼ of the aforementioned Block 19, said northerly line also being the northerly lines of the lands described in Deed Book 112, page 454 and Deed Book 183, page 423 of said Public Records; thence run S 87 deg 26 min 08 sec W, along said northerly line, a distance of 179.72 feet to an intersection with the aforementioned easterly right-of-way line of NW 1st Street; thence run N 02 deg 58 min 15 sec W, along said easterly right-of-way line, a distance of 9.12 feet to an intersection with the southerly line of the land described in Deed Book 131, page 94 of said Public Records; thence run N 87 deg 26 min 08 sec E, along said southerly line, a distance of 167.51 feet to the POINT OF BEGINNING.

Exhibit "A" (Continued)

Together With

Block 17 less lots 1 to 8 inclusive Downing Addition to Alachua

A lot 100 feet North and South by 190 feet East and West in the Southwest corner of Block 19, Downing's Addition to Alachua, in Section 15, Township 8 South, Range 18 East, as per Plat Book "C", page 79-A of the public records of Alachua County, Florida.

(IT IS HEREBY STIPULATED THAT THIS LAND IS TO BE USED ONLY FOR A PUBLIC PURPOSE)

Exhibit "B"

A PARCEL OF LAND BEING A PORTION OF BLOCKS 17 AND 19 OF DOWNINGS ADDITION TO THE CITY OF ALACHUA, AS RECORDED IN PLAT BOOK "C", PAGE 79-A OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID BLOCK 17; THENCE NORTH 01°45'11" WEST, ALONG THE WESTERLY LINE OF SAID BLOCK 17 AND BLOCK 19, A DISTANCE OF 774.13 FEET TO THE NORTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1894, PAGE 731 OF SAID PUBLIC RECORDS; THENCE SOUTH 54°43'03" EAST, ALONG THE NORTHERLY LINE OF SAID LANDS, A DISTANCE OF 28.13 FEET; THENCE DEPARTING SAID NORTHERLY LINE, SOUTH 01°32'00" EAST, A DISTANCE OF 725.32 FEET; THENCE NORTH 88°38'13" EAST, A DISTANCE OF 260.36 FEET TO THE WEST LINE OF LOT 8 OF SAID BLOCK 17; THENCE SOUTH 01°21'47" EAST, ALONG SAID WEST LINE, A DISTANCE OF 32.00 FEET TO THE SOUTHERLY LINE OF SAID BLOCK 17; THENCE SOUTH 88°38'13" WEST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 279.82 FEET TO THE POINT OF BEGINNING.

Exhibit "C"

*Prepared By & Return To:*  
*Darryl J. Tompkins, P.A.*  
*P.O. Box 519*  
*Alachua, Florida 32616*

Parcel #03596-000-000 (portion of) and #03604-000-000 (portion of)

**SPECIAL WARRANTY DEED**

THIS SPECIAL WARRANTY DEED, made and executed as of the \_\_\_\_ day of \_\_\_\_\_, 2012 (the "Effective Date"), by **Alachua Lions Club, Inc., a Florida non profit corporation**, whose post office address is Post Office Box 1386, Alachua, Florida 32616 (hereinafter referred to as "Grantor"), to **City of Alachua, a municipality within Alachua County, Florida**, whose address is Post Office Box 9, Alachua, Florida 32616 (hereinafter referred to as "Grantee").

WITNESSETH:

That Grantor, its successors and assigns, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged by Grantor, have granted, bargained, sold, aliened, remised, released, conveyed, and confirmed, and do hereby grant, bargain, sell, alien, remise, release, convey, and confirm, to Grantee, and Grantee's personal representatives, heirs, successors and assigns forever, the following described parcel of real property located in Alachua County, Florida, to-wit:

**SEE EXHIBIT "A" ATTACHED HERETO AND  
INCORPORATED HEREIN BY REFERENCE (the "Real Property")**

SUBJECT TO THE FOLLOWING:

- A. Zoning restrictions, prohibitions and other requirements imposed by governmental authority;
- B. Restrictions and matters appearing on the plat and/or common to the subdivision;
- C. Taxes for the year 2012 and subsequent years.

**This conveyance is for Public Road Rights of Way and Public Utilities together with the right to construct, maintain, operate, improve and/or repair facilities and associated equipment for water, sewer, electric and drainage lines and other public utilities, any or all, on, along, through, across or under said lands.**

TOGETHER WITH all and singular the rights and appurtenances pertaining to the Real Property, together with every privilege, right, title, interest and estate, reversion, remainder, and easement thereto belonging or in anywise appertaining. Grantor will warrant and defend the property hereby conveyed against the lawful claims and demands of all persons claiming by, through, or under him, but against none other.

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

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be executed and delivered effective as of the Effective Date stated above.

Signed, Sealed and Delivered  
In the Presence of:

**"GRANTOR"**  
**Alachua Lions Club, Inc., a Florida Non Profit Corporation**

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
Gunter Hirsch, President

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by Gunter Hirsch, President of the Alachua Lions Club, Inc., a Florida non profit corporation, on behalf of the company. He is personally known to me or he has produced his Florida driver's license as identification.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

Acceptance of Special Warranty Deed for the road right of way between Alachua Lions Club, Inc., a Florida non profit corporation and City of Alachua.

At a meeting on the \_\_\_\_\_ day of \_\_\_\_\_, 2012  
the Alachua City Commissioners authorized the acceptance  
of this instrument of conveyance and authorized the Mayor  
to execute this acceptance.

Approved as to Form

\_\_\_\_\_  
Mayor Alachua City Commission

\_\_\_\_\_  
City of Alachua Attorney

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2012.  
Attest:

\_\_\_\_\_  
City Clerk

## Exhibit "A"

Revised: April 26, 2011  
Client: City of Alachua  
Job. No. 10-0120

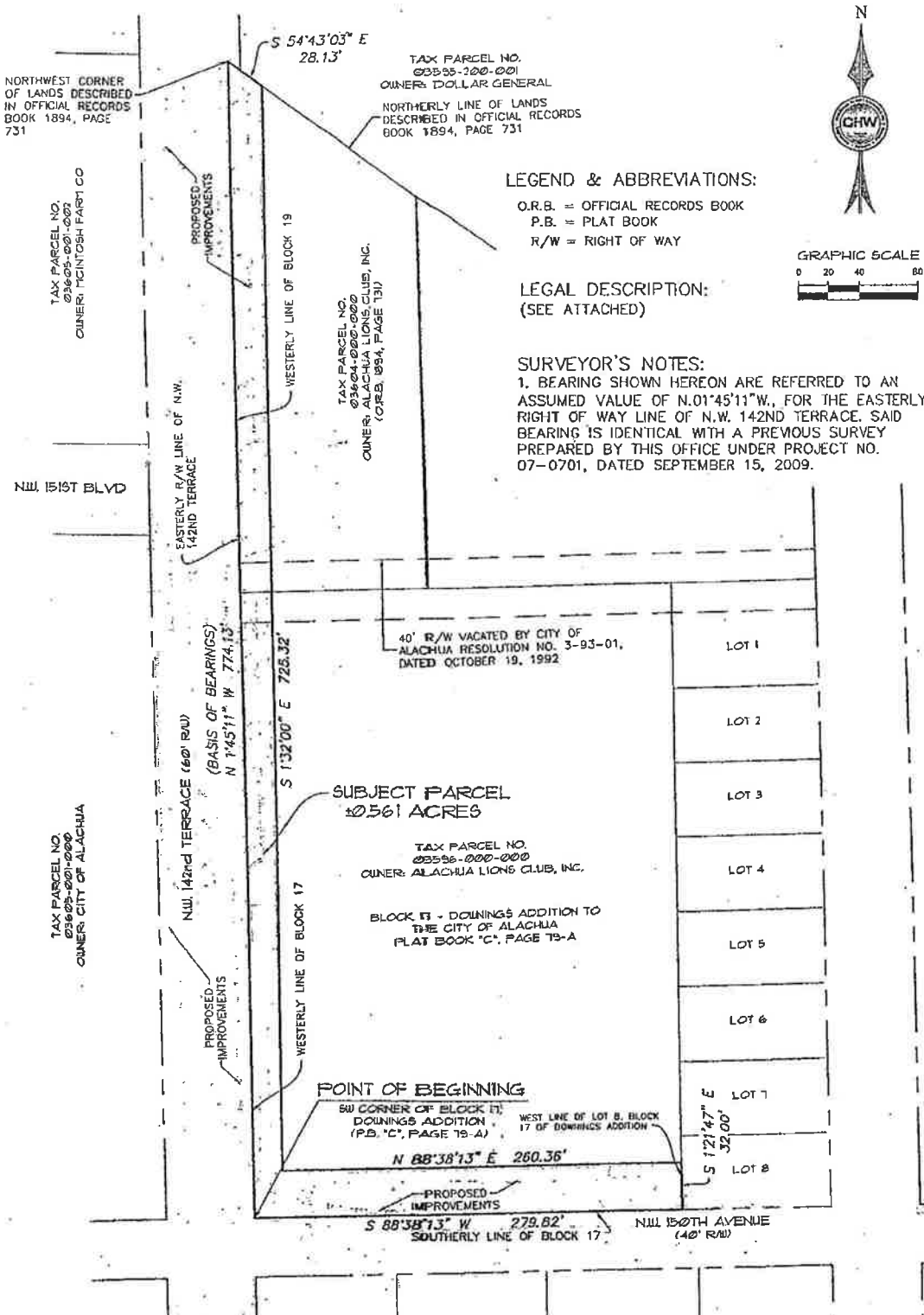
A PARCEL OF LAND BEING A PORTION OF BLOCKS 17 AND 19 OF DOWNINGS ADDITION TO THE CITY OF ALACHUA, AS RECORDED IN PLAT BOOK "C", PAGE 79-A OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGIN** AT THE SOUTHWEST CORNER OF SAID BLOCK 17; THENCE NORTH 01°45'11" WEST, ALONG THE WESTERLY LINE OF SAID BLOCK 17 AND BLOCK 19, A DISTANCE OF 774.13 FEET TO THE NORTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1894, PAGE 731 OF SAID PUBLIC RECORDS; THENCE SOUTH 54°43'03" EAST, ALONG THE NORTHERLY LINE OF SAID LANDS, A DISTANCE OF 28.13 FEET; THENCE DEPARTING SAID NORTHERLY LINE, SOUTH 01°32'00" EAST, A DISTANCE OF 725.32 FEET; THENCE NORTH 88°38'13" EAST, A DISTANCE OF 260.36 FEET TO THE WEST LINE OF LOT 8 OF SAID BLOCK 17; THENCE SOUTH 01°21'47" EAST, ALONG SAID WEST LINE, A DISTANCE OF 32.00 FEET TO THE SOUTHERLY LINE OF SAID BLOCK 17; THENCE SOUTH 88°38'13" WEST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 279.82 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PARCEL OF LANDS CONTAINS 0.561 ACRES, MORE OR LESS.

**ALL AS SHOWN ON THE MAP  
ATTACHED HERewith AND  
MADE A PART HEREOF**

**SKETCH TO ACCOMPANY LEGAL DESCRIPTION**  
 SITUATED IN SECTION 15, TOWNSHIP 8 SOUTH, RANGE 18 EAST, CITY OF ALACHUA,  
 ALACHUA COUNTY, FLORIDA  
 \*SKETCH - NOT A BOUNDARY SURVEY\*



**LEGEND & ABBREVIATIONS:**  
 O.R.B. = OFFICIAL RECORDS BOOK  
 P.B. = PLAT BOOK  
 R/W = RIGHT OF WAY

**LEGAL DESCRIPTION:**  
 (SEE ATTACHED)

**SURVEYOR'S NOTES:**  
 1. BEARING SHOWN HEREON ARE REFERRED TO AN ASSUMED VALUE OF N.01°45'11"W., FOR THE EASTERLY RIGHT OF WAY LINE OF N.W. 142ND TERRACE. SAID BEARING IS IDENTICAL WITH A PREVIOUS SURVEY PREPARED BY THIS OFFICE UNDER PROJECT NO. 07-0701, DATED SEPTEMBER 15, 2009.



4-26-2011: REVISED EAST LINE		TECHNICAL: SAH/CTM CHECKED BY: SAH FIELD BOOK & PAGE: N/A		CERTIFIED TO: CITY OF ALACHUA ALACHUA LIONS CLUB, INC.	
This map prepared by: STACY A. HALL		SURVEY DATE: 03-31-2010		SCALE: 1" = 80' COPY BEARING ON ONE HALF INCH OR GREATER PLANS IF ANY ONE HALF INCH OR GREATER PLANS ON THIS SHEET, ALL SET BACKS APPROXIMATE	
Certificate of Authorization No. LB-5075 NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A LICENSED SURVEYOR AND MAPPER		REVISION DATE: 4-26-2011		PROJECT NUMBER: 10-0120	
Professional Surveyor & Mapper, Fla. License No. 3784				Causseaux, Hewett, & Walpole, Inc. Engineering • Surveying • Planning 8011 NW 1st Place, Gainesville, Florida 32607 Phone: (352) 331-1576 • Fax: (352) 331-2476 • www.chw-inc.com LB 5075	

Exhibit "D"

A PARCEL OF LAND BEING A PORTION OF BLOCK 17 OF DOWNINGS ADDITION TO THE CITY OF ALACHUA, AS RECORDED IN PLAT BOOK "C", PAGE 79-A OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID BLOCK 17; THENCE NORTH 01°45'11" WEST, ALONG THE WESTERLY LINE OF SAID BLOCK 17, A DISTANCE OF 32.00 FEET; THENCE DEPARTING SAID WESTERLY LINE, NORTH 88°38'13" EAST, A DISTANCE OF 22.39 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01°06'12" WEST, A DISTANCE OF 387.99 FEET TO AN INTERSECTION WITH THE CENTERLINE OF A 40 FOOT RIGHT OF WAY VACATED BY THE CITY OF ALACHUA PER RESOLUTION NO. 3-93-01, DATED OCTOBER 19, 1992; THENCE NORTH 88°38'13" EAST, ALONG SAID CENTERLINE, A DISTANCE OF 255.89 FEET TO AN INTERSECTION WITH THE NORTHERLY PROJECTION OF LOTS 1 THROUGH 8, INCLUSIVE, OF AFOREMENTIONED BLOCK 17; THENCE SOUTH 01°21'47" EAST, ALONG SAID NORTHERLY PROJECTION AND ALONG THE WEST LINE OF LOTS 1 THROUGH 8, A DISTANCE OF 387.99 FEET; THENCE DEPARTING SAID WEST LINE, SOUTH 88°38'13" WEST, A DISTANCE OF 257.65 FEET TO THE POINT OF BEGINNING.

Exhibit "E"

DRAINAGE EASEMENT

THIS EASEMENT, made this \_\_\_\_ day of \_\_\_\_\_, A.D. 2011, between Alachua Lions Club, Inc., a Florida non profit corporation (the "Grantor"), whose mailing address is Post Office Box 1386, Alachua, Florida 32616, and City of Alachua, a municipality within Alachua County, Florida, (the "Grantee"), whose mailing address is Post Office Box 9, Alachua, Florida 32616.

WITNESSETH: That the Grantor, for and in consideration of the sum of ONE DOLLAR and other good and valuable considerations, each to the other paid, 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 discharging storm water from the right of way of the road ways and contiguous contributory areas in, over, upon, under and across the following described property, to-wit:

See Exhibit "A" attached hereto.

THIS EASEMENT is for an underground drainage facility to be constructed and maintained by Grantee at it's sole cost and expense and does not preclude the Grantor, it's successors or assigns, from using said described land and the surface area above the underground drainage facility in any way which is compatible with the rights granted to the Grantee by this easement. The Grantee, however, will not be responsible for any damages to the Grantor's use resulting for the exercise of the Grantee's rights under this easement.

The maintenance of the surface area above the described land, such as mowing and property management, shall remain as the Grantee's responsibility, and the Grantee shall also be responsible for the integrity of the structural portion of the drainage system.

The Grantor covenants not to interfere with the Grantee's activities within this easement area, and further covenants to indemnify and hold Grantee harmless from any and all damages and injuries, whether to person or property, resulting from interference with Grantee's activities in said easement area by the Grantor or the Grantor's agent or permittees.

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

IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed the day and year aforesaid.

Signed, Sealed and Delivered  
In the Presence of:

"GRANTOR"  
Alachua Lions Club, Inc., a Florida Non Profit  
Corporation

Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
Gunter Hirsch, President

Printed Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by Gunter Hirsch, President of the Alachua Lions Club, Inc., a Florida non profit corporation, on behalf of the company. He is personally known to me or he has produced his Florida driver's license as identification.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

Acceptance of Special Warranty Deed for the drainage easement between Alachua Lions Club, Inc., a Florida non profit corporation and City of Alachua.

At a meeting on the \_\_\_\_ day of \_\_\_\_\_, 2011  
the Alachua City Commissioners authorized the acceptance  
of this instrument of conveyance and authorized the Mayor  
to execute this acceptance.

Approved as to Form

\_\_\_\_\_  
Mayor Alachua City Commission

\_\_\_\_\_  
City of Alachua Attorney

Executed on this \_\_\_\_ day of \_\_\_\_\_, 2011.  
Attest:

\_\_\_\_\_  
City Clerk

Date: April 18, 2010  
Client: City of Alachua  
Job. No. 10-0120

A PARCEL OF LAND BEING A PORTION OF BLOCK 17 OF DOWNINGS ADDITION TO THE CITY OF ALACHUA, AS RECORDED IN PLAT BOOK "C", PAGE 79-A OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID BLOCK 17; THENCE NORTH 01°45'11" WEST, ALONG THE WESTERLY LINE OF SAID BLOCK 17, A DISTANCE OF 32.00 FEET; THENCE DEPARTING SAID WESTERLY LINE, NORTH 88°38'13" EAST, A DISTANCE OF 22.39 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01°06'12" WEST, A DISTANCE OF 387.99 FEET TO AN INTERSECTION WITH THE CENTERLINE OF A 40 FOOT RIGHT OF WAY VACATED BY THE CITY OF ALACHUA PER RESOLUTION NO. 3-93-01, DATED OCTOBER 19, 1992; THENCE NORTH 88°38'13" EAST, ALONG SAID CENTERLINE, A DISTANCE OF 255.89 FEET TO AN INTERSECTION WITH THE NORTHERLY PROJECTION OF LOTS 1 THROUGH 8, INCLUSIVE, OF AFOREMENTIONED BLOCK 17; THENCE SOUTH 01°21'47" EAST, ALONG SAID NORTHERLY PROJECTION AND ALONG THE WEST LINE OF LOTS 1 THROUGH 8, A DISTANCE OF 387.99 FEET; THENCE DEPARTING SAID WEST LINE, SOUTH 88°38'13" WEST, A DISTANCE OF 257.65 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LANDS CONTAINS 2.29 ACRES, MORE OR LESS.

**ALL AS SHOWN ON THE MAP  
ATTACHED HERewith AND  
MADE A PART HEREOF**

# SKETCH TO ACCOMPANY LEGAL DESCRIPTION

SITUATED IN SECTION 15, TOWNSHIP 8 SOUTH, RANGE 18 EAST, CITY OF ALACHUA,  
ALACHUA COUNTY, FLORIDA

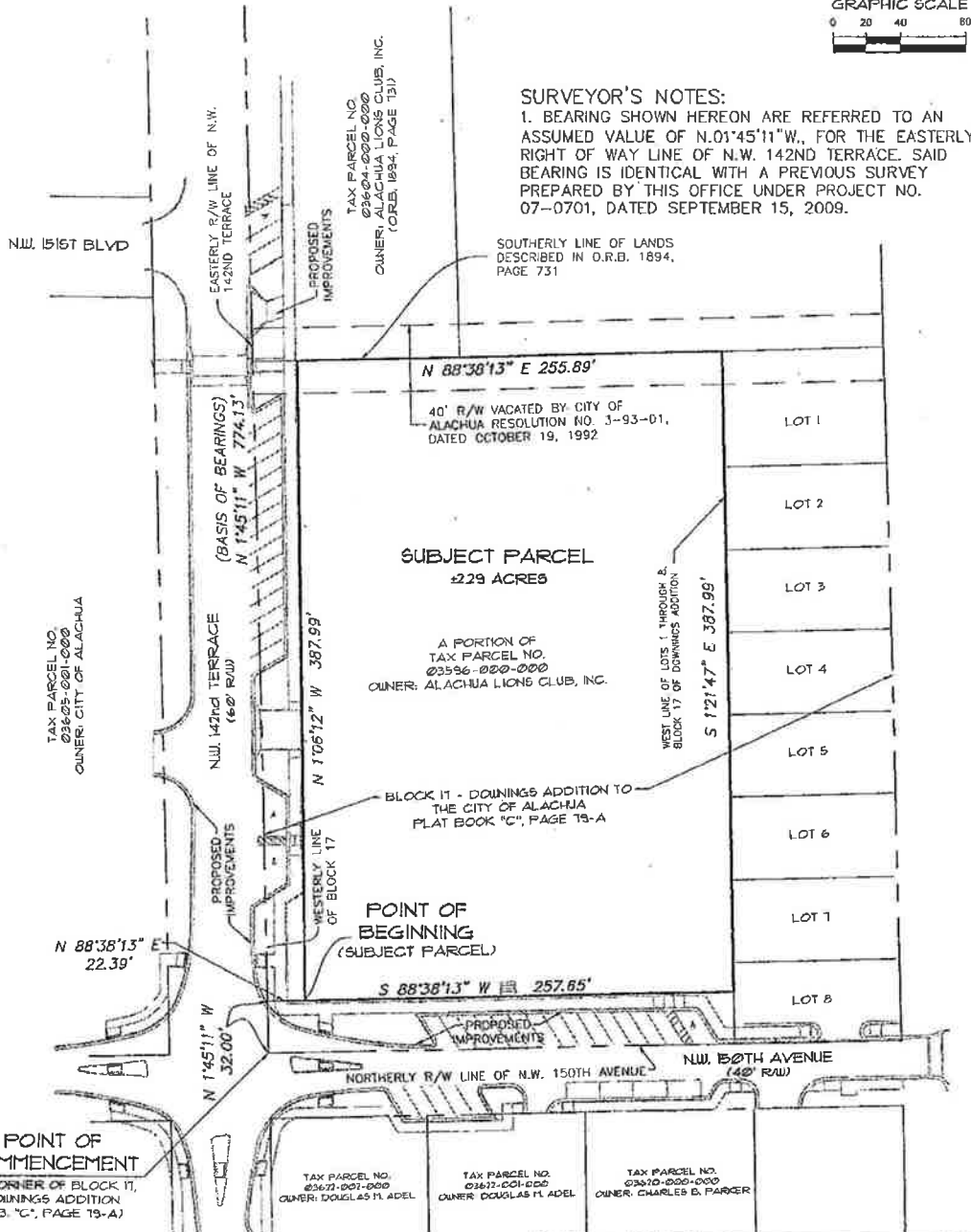
\*SKETCH - NOT A BOUNDARY SURVEY\*



## LEGEND & ABBREVIATIONS:

O.R.B. = OFFICIAL RECORDS BOOK  
P.B. = PLAT BOOK  
R/W = RIGHT OF WAY

LEGAL DESCRIPTION:  
(SEE ATTACHED)



BEARING AS SH OWNER N/A CHECKED BY KWH FIELD BOOK & PAGE N/A	CERTIFIED TO:  CITY OF ALACHUA ALACHUA LIONS CLUB, INC.
DATE 03-31-2010 REVISION DATE SCALE 1" = 80' NORTH SCALE BARS IN USE ONLY WITH THIS SURVEY. OTHERWISE IF NOT ONE BARS ONLY USE THE WEST ADJUST SCALE ACCURATELY.	<b>Causseaux, Hewett, &amp; Walpole, Inc.</b> Engineering • Surveying • Planning 8011 NW 1st Place, Gainesville, Florida 32607 Phone (352) 331-5575 • Fax (352) 331-5475 • www.chw-inc.com 18-5075

This map prepared by: KEVIN W. HEWETT

Certificate of Authorization No. L.E. 5095

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

Professional Surveyor & Mapper Fla. License No. 5095

PROJECT NUMBER: 10-0120

Doc Stamp-Deed: \$0.70



*Prepared By & Return To:*  
*Darryl J. Tompkins, P.A.*  
*P.O. Box 519*  
*Alachua, Florida 32616*

Parcel #03596-000-000 (portion of) and #03604-000-000 (portion of)

## **SPECIAL WARRANTY DEED**

THIS SPECIAL WARRANTY DEED, made and executed as of the 27 day of February 2012 (the "Effective Date"), by **Alachua Lions Club, Inc., a Florida non profit corporation**, whose post office address is Post Office Box 1386, Alachua, Florida 32616 (hereinafter referred to as "Grantor"), to **City of Alachua, a municipality within Alachua County, Florida**, whose address is Post Office Box 9, Alachua, Florida 32616 (hereinafter referred to as "Grantee").

WITNESSETH:

That Grantor, its successors and assigns, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged by Grantor, have granted, bargained, sold, aliened, remised, released, conveyed, and confirmed, and do hereby grant, bargain, sell, alien, remise, release, convey, and confirm, to Grantee, and Grantee's personal representatives, heirs, successors and assigns forever, the following described parcel of real property located in Alachua County, Florida, to-wit:

**SEE EXHIBIT "A" ATTACHED HERETO AND  
INCORPORATED HEREIN BY REFERENCE (the "Real Property")**

SUBJECT TO THE FOLLOWING:

- A. Zoning restrictions, prohibitions and other requirements imposed by governmental authority;
- B. Restrictions and matters appearing on the plat and/or common to the subdivision;
- C. Taxes for the year 2012 and subsequent years.

**This conveyance is for Public Road Rights of Way and Public Utilities together with the right to construct, maintain, operate, improve and/or repair facilities and associated equipment for water, sewer, electric and drainage lines and other public utilities, any or all, on, along, through, across or under said lands.**

TOGETHER WITH all and singular the rights and appurtenances pertaining to the Real Property, together with every privilege, right, title, interest and estate, reversion, remainder, and easement thereto belonging or in anywise appertaining. Grantor will warrant and defend the property hereby conveyed against the lawful claims and demands of all persons claiming by, through, or under him, but against none other.

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

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be executed and delivered effective as of the Effective Date stated above.

Signed, Sealed and Delivered  
In the Presence of:

**"GRANTOR"**  
**Alachua Lions Club, Inc., a Florida Non Profit Corporation**

  
Printed Name: **MARVIN W. BINGHAM, JR.**


  
Printed Name: **SHARRON D. RUTHERFORD**

By:   
Gunter Hirsch, President



STATE OF FLORIDA  
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of January, 2012, by Gunter Hirsch, President of the Alachua Lions Club, Inc., a Florida non profit corporation, on behalf of the company. He is personally known to me or he has produced his Florida driver's license as identification.

  
Printed Name: **MARVIN W. BINGHAM, JR.**  
Notary Public  
My Commission Expires: 5.22.12



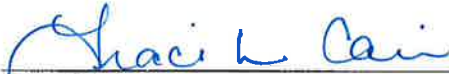
Acceptance of Special Warranty Deed for the road right of way between Alachua Lions Club, Inc., a Florida non profit corporation and City of Alachua.

At a meeting on the 27 day of February, 2012  
the Alachua City Commissioners authorized the acceptance  
of this instrument of conveyance and authorized the Mayor  
to execute this acceptance.

Approved as to Form

  
\_\_\_\_\_  
Mayor Alachua City Commission

Maurice B. Rush Executed on this 27 day of February, 2012.  
City of Alachua Attorney Attest:

  
\_\_\_\_\_  
City Clerk

## Exhibit "A"

Revised: April 26, 2011  
Client: City of Alachua  
Job. No. 10-0120

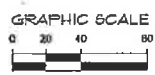
A PARCEL OF LAND BEING A PORTION OF BLOCKS 17 AND 19 OF DOWNINGS ADDITION TO THE CITY OF ALACHUA, AS RECORDED IN PLAT BOOK "C", PAGE 79-A OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGIN** AT THE SOUTHWEST CORNER OF SAID BLOCK 17; THENCE NORTH 01°45'11" WEST, ALONG THE WESTERLY LINE OF SAID BLOCK 17 AND BLOCK 19, A DISTANCE OF 774.13 FEET TO THE NORTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1894, PAGE 731 OF SAID PUBLIC RECORDS; THENCE SOUTH 54°43'03" EAST, ALONG THE NORTHERLY LINE OF SAID LANDS, A DISTANCE OF 28.13 FEET; THENCE DEPARTING SAID NORTHERLY LINE, SOUTH 01°32'00" EAST, A DISTANCE OF 725.32 FEET; THENCE NORTH 88°38'13" EAST, A DISTANCE OF 260.36 FEET TO THE WEST LINE OF LOT 8 OF SAID BLOCK 17; THENCE SOUTH 01°21'47" EAST, ALONG SAID WEST LINE, A DISTANCE OF 32.00 FEET TO THE SOUTHERLY LINE OF SAID BLOCK 17; THENCE SOUTH 88°38'13" WEST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 279.82 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PARCEL OF LANDS CONTAINS 0.561 ACRES, MORE OR LESS.

**ALL AS SHOWN ON THE MAP  
ATTACHED HEREWITH AND  
MADE A PART HEREOF**

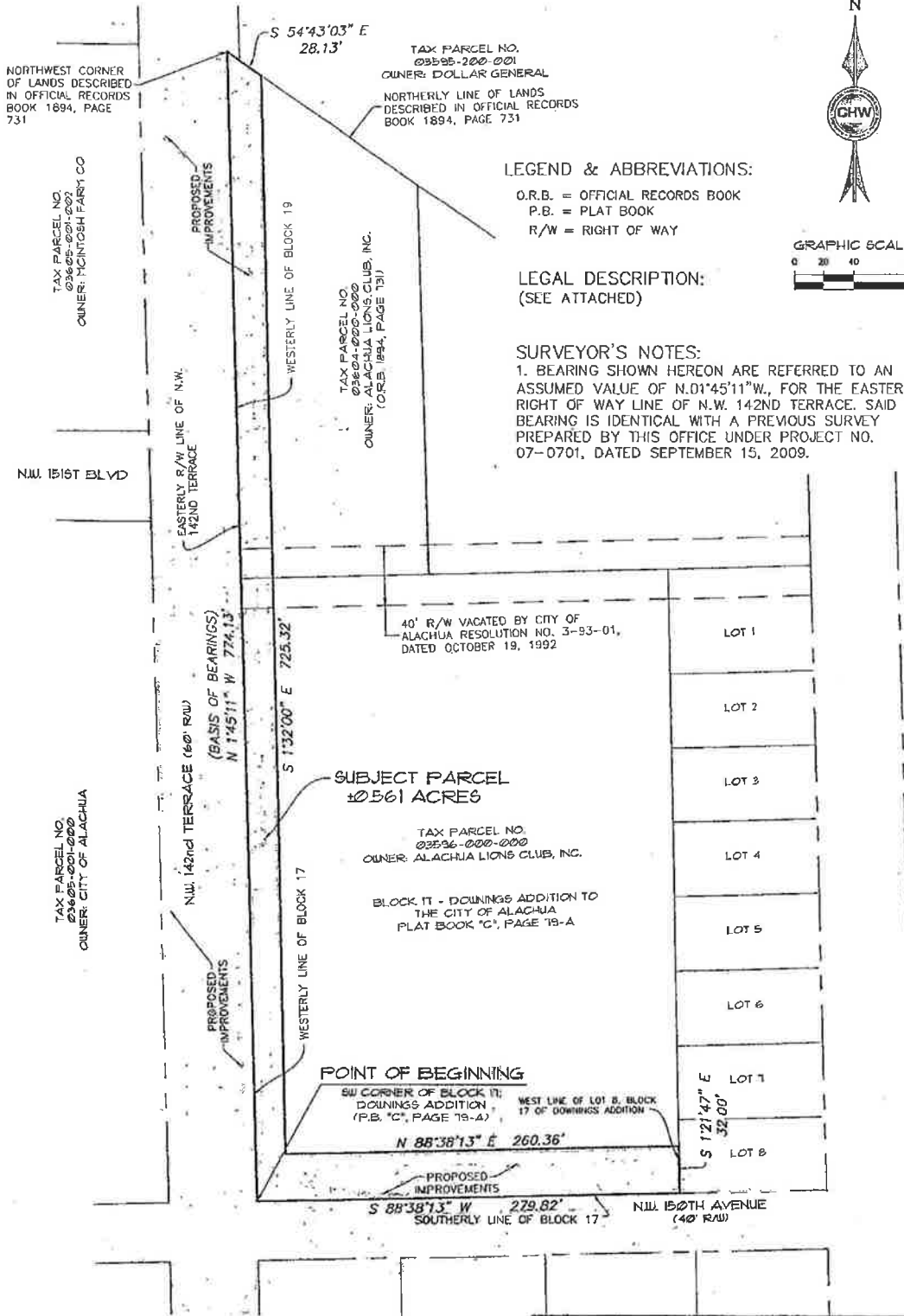
**SKETCH TO ACCOMPANY LEGAL DESCRIPTION**  
 SITUATED IN SECTION 15, TOWNSHIP 8 SOUTH, RANGE 18 EAST, CITY OF ALACHUA,  
 ALACHUA COUNTY, FLORIDA  
 \*SKETCH - NOT A BOUNDARY SURVEY\*



**LEGEND & ABBREVIATIONS:**  
 O.R.B. = OFFICIAL RECORDS BOOK  
 P.B. = PLAT BOOK  
 R/W = RIGHT OF WAY

**LEGAL DESCRIPTION:**  
 (SEE ATTACHED)

**SURVEYOR'S NOTES:**  
 1. BEARING SHOWN HEREON ARE REFERRED TO AN ASSUMED VALUE OF N.01°45'11"W., FOR THE EASTERLY RIGHT OF WAY LINE OF N.W. 142ND TERRACE. SAID BEARING IS IDENTICAL WITH A PREVIOUS SURVEY PREPARED BY THIS OFFICE UNDER PROJECT NO. 07-0701, DATED SEPTEMBER 15, 2009.



**POINT OF BEGINNING**  
 SW CORNER OF BLOCK 11,  
 DOWNINGS ADDITION,  
 (P.B. "C", PAGE 19-A)  
 WEST LINE OF LOT 8, BLOCK  
 17 OF DOWNINGS ADDITION  
**N 88°38'13" E 260.36'**

**S 88°38'13" W 279.82'**  
 SOUTHERLY LINE OF BLOCK 17

**S 121°47' E 32.00'**

DESIGNER:  
 AHH/KTM  
 CHECKED BY:  
 N/A  
 DRAWN BY:  
 SAH  
 FIELD BOOK & PLATS:  
 N/A

CERTIFIED TO:  
 CITY OF ALACHUA  
 ALACHUA LIONS CLUB, INC.

4-26-2011: REVISED EAST LINE

This map prepared by:  
 STACY A. HALL  
 Professional Surveyor & Mapper Fla. License No. 3784

SURVEY DATE:  
 03-31-2010  
 REVISION DATE:  
 4-26-2011  
 PROJECT NUMBER:  
 10-0120

Scale: 1" = 80'  
 VERIFY SOURCE:  
 HAS A TRUE MEASUREMENT  
 OF ORIGINAL, OR ACCURATE  
 & REPRODUCED TO THE BEST  
 OF MY ONE HALF INCH  
 OR ONE QUARTER INCH  
 SCALE, ACCORDINGLY.

**GHW**  
 Causseaux, Hewett, & Walpole, Inc.  
 Engineering • Surveying • Planning  
 6071 NW 1st Place, Gainesville, Florida 32607  
 Phone: (352) 331-6776 • Fax: (352) 331-2476 • www.chw-inc.com  
 LD 0576

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL BASED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

Doc Stamp-Deed: \$0.70



*Prepared By & Return To:*  
*Darryl J. Tompkins, P.A.*  
*P.O. Box 519*  
*Alachua, Florida 32616*

## DRAINAGE EASEMENT

**THIS EASEMENT**, made this 27 day of February, A.D. 2012, between **Alachua Lions Club, Inc., a Florida non profit corporation** (the "Grantor"), whose mailing address is Post Office Box 1386, Alachua, Florida 32616, and **City of Alachua, a municipality within Alachua County, Florida**, (the "Grantee"), whose mailing address is Post Office Box 9, Alachua, Florida 32616.

**WITNESSETH:** That the Grantor, for and in consideration of the sum of ONE DOLLAR and other good and valuable considerations, each to the other paid, 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 discharging storm water from the right of way of the road ways and contiguous contributory areas in, over, upon, under and across the following described property, to-wit:

**See Exhibit "A" attached hereto.**

**THIS EASEMENT** is for an underground drainage facility to be constructed and maintained by Grantee at it's sole cost and expense and does not preclude the Grantor, it's successors or assigns, from using said described land and the surface area above the underground drainage facility in any way which is compatible with the rights granted to the Grantee by this easement. The Grantee, however, will not be responsible for any damages to the Grantor's use resulting for the exercise of the Grantee's rights under this easement.

The maintenance of the surface area above the described land, such as mowing and property management, shall remain as the Grantee's responsibility, and the Grantee shall also be responsible for the integrity of the structural portion of the drainage system.

The Grantor covenants not to interfere with the Grantee's activities within this easement area, and further covenants to indemnify and hold Grantee harmless from any and all damages and injuries, whether to person or property, resulting from interference with Grantee's activities in said easement area by the Grantor or the Grantor's agent or permittees.


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

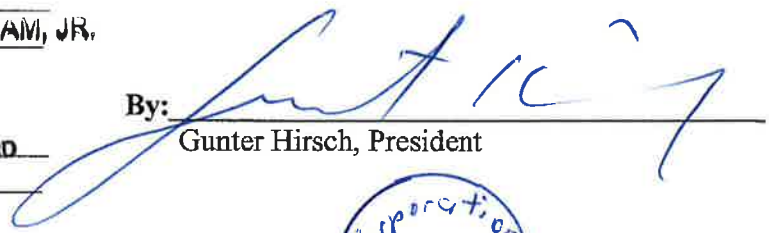
IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed the day and year aforesaid.

Signed, Sealed and Delivered  
In the Presence of:

**"GRANTOR"**  
**Alachua Lions Club, Inc., a Florida Non Profit  
Corporation**

  
Printed Name: MARVIN W. BINGHAM, JR.

  
Printed Name: SHARRON D. RUTHERFORD

By:   
Gunter Hirsch, President



STATE OF FLORIDA  
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 27 day of January, 2012, by Gunter Hirsch, President of the Alachua Lions Club, Inc., a Florida non profit corporation, on behalf of the company. He is personally known to me or he has produced his Florida driver's license as identification.

  
Printed Name: MARVIN W. BINGHAM, JR.  
Notary Public  
My Commission Expires: 5.22.12



Acceptance of ~~Special Warranty Deed~~ for the drainage easement between Alachua Lions Club, Inc., a Florida non profit corporation and City of Alachua.

At a meeting on the 27 day of February, 2012 the Alachua City Commissioners authorized the acceptance of this instrument of conveyance and authorized the Mayor to execute this acceptance.

Approved as to Form

  
\_\_\_\_\_  
Mayor Alachua City Commission

  
\_\_\_\_\_  
City of Alachua Attorney

Executed on this 27 day of February, 2012.  
Attest:

  
\_\_\_\_\_  
City Clerk

Date: April 18, 2010  
Client: City of Alachua  
Job. No. 10-0120

A PARCEL OF LAND BEING A PORTION OF BLOCK 17 OF DOWNINGS ADDITION TO THE CITY OF ALACHUA, AS RECORDED IN PLAT BOOK "C", PAGE 79-A OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID BLOCK 17; THENCE NORTH 01°45'11" WEST, ALONG THE WESTERLY LINE OF SAID BLOCK 17, A DISTANCE OF 32.00 FEET; THENCE DEPARTING SAID WESTERLY LINE, NORTH 88°38'13" EAST, A DISTANCE OF 22.39 FEET TO THE **POINT OF BEGINNING**; THENCE NORTH 01°06'12" WEST, A DISTANCE OF 387.99 FEET TO AN INTERSECTION WITH THE CENTERLINE OF A 40 FOOT RIGHT OF WAY VACATED BY THE CITY OF ALACHUA PER RESOLUTION NO. 3-93-01, DATED OCTOBER 19, 1992; THENCE NORTH 88°38'13" EAST, ALONG SAID CENTERLINE, A DISTANCE OF 255.89 FEET TO AN INTERSECTION WITH THE NORTHERLY PROJECTION OF LOTS 1 THROUGH 8, INCLUSIVE, OF AFOREMENTIONED BLOCK 17; THENCE SOUTH 01°21'47" EAST, ALONG SAID NORTHERLY PROJECTION AND ALONG THE WEST LINE OF LOTS 1 THROUGH 8, A DISTANCE OF 387.99 FEET; THENCE DEPARTING SAID WEST LINE, SOUTH 88°38'13" WEST, A DISTANCE OF 257.65 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PARCEL OF LANDS CONTAINS 2.29 ACRES, MORE OR LESS.

**ALL AS SHOWN ON THE MAP  
ATTACHED HEREWITH AND  
MADE A PART HEREOF**

**SKETCH TO ACCOMPANY LEGAL DESCRIPTION**  
 SITUATED IN SECTION 15, TOWNSHIP 8 SOUTH, RANGE 18 EAST, CITY OF ALACHUA,  
 ALACHUA COUNTY, FLORIDA  
 \*SKETCH - NOT A BOUNDARY SURVEY\*



**LEGEND & ABBREVIATIONS:**

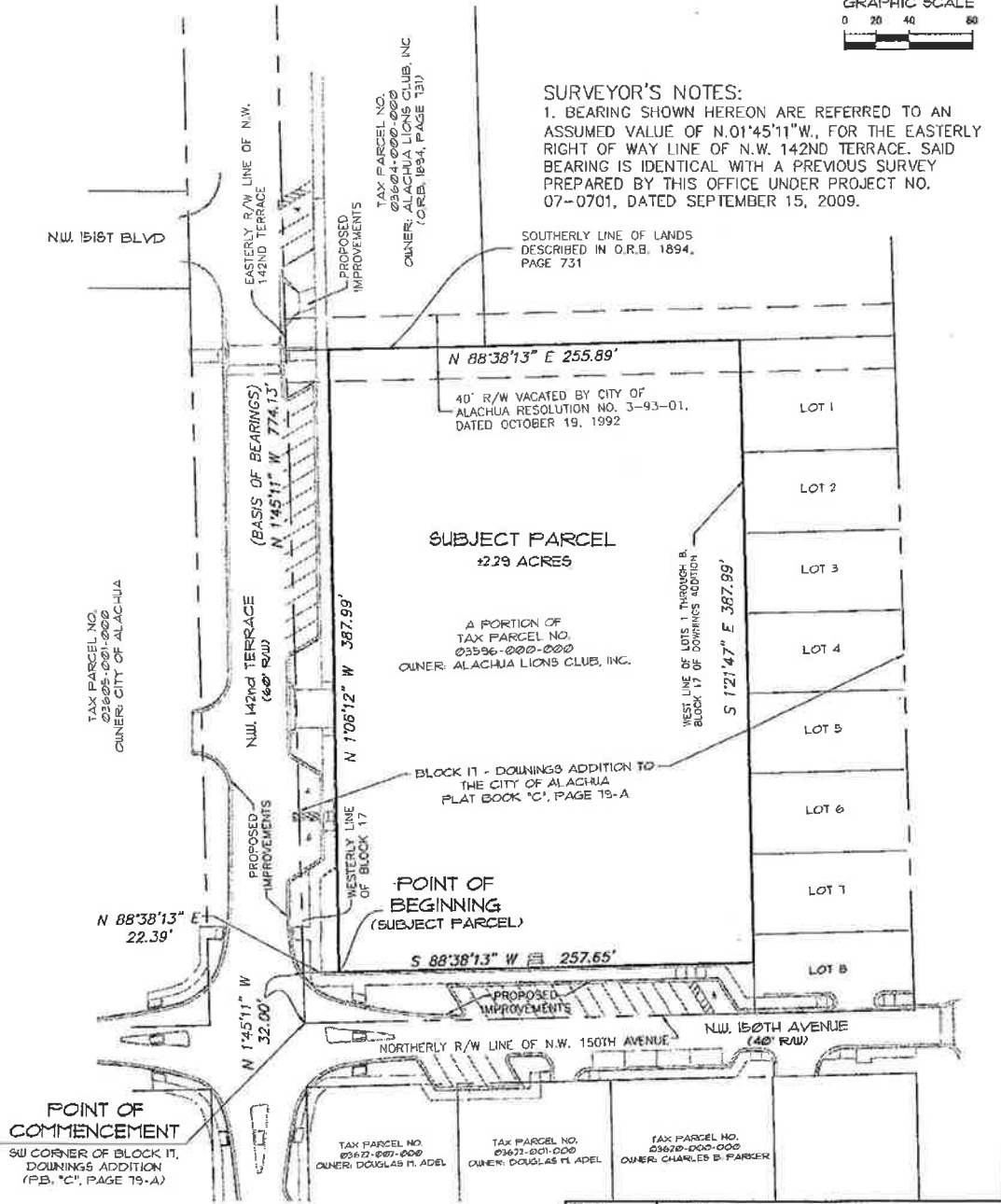
O.R.B. = OFFICIAL RECORDS BOOK  
 P.B. = PLAT BOOK  
 R/W = RIGHT OF WAY

**LEGAL DESCRIPTION:**  
 (SEE ATTACHED)



**SURVEYOR'S NOTES:**

1. BEARING SHOWN HEREON ARE REFERRED TO AN ASSUMED VALUE OF N.01°45'11"W., FOR THE EASTERLY RIGHT OF WAY LINE OF N.W. 142ND TERRACE. SAID BEARING IS IDENTICAL WITH A PREVIOUS SURVEY PREPARED BY THIS OFFICE UNDER PROJECT NO. 07-0701, DATED SEPTEMBER 15, 2009.



REVISION:	AMH
DATE:	N/A
BY:	KWH
REASON:	N/A

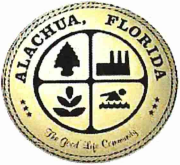
APPROVED BY:  
 CITY OF ALACHUA  
 ALACHUA LIONS CLUB, INC.

This map prepared by  
 KEVIN W. HEWETT  
 Certificate of Authorization No. L.S. 5075  
 NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

PROFESSIONAL SURVEYOR & MAPPER Fla. License No. 6083

SURVEY DATE: 03-31-2010  
 REVISION DATE:  
 PROJECT NUMBER: 10-0120

**Causseaux, Hewett, & Walpole, Inc.**  
 Engineering • Surveying • Planning  
 6011 NW 1st Place, Gainesville, Florida 32607  
 Phone: (352) 339-1976 • Fax: (352) 331-2476 • www.chw-inc.com  
 LB-5075



# City of Alachua Variance Permit Application

FOR PLANNING USE ONLY	
Case #:	_____
Application Fee: \$	_____
Filing Date:	_____ Acceptance Date: _____
Review Type:	<input type="checkbox"/> P&Z <input type="checkbox"/> CC <input type="checkbox"/> BOA

Reference City of Alachua Land Development Regulations Article 2.4.7

Type of Variance:  Zoning Variance  
 Subdivision Variance

### A. PROJECT

1. Project Name: Alachua Lions Club Scout Hut Building Improvements
2. Address of Subject Property: 15125 NW 142nd Terrace
3. Parcel ID Number(s): 03604-000-000
4. Existing Use of Property: Civic
5. Existing Zoning Classification: Commercial Intensive (CI)
6. Existing Future Land Use Map Designation: Recreation
7. Number of Acres: +/- 0.73

### B. APPLICANT

1. Applicant's Status  Owner (title holder)  Agent
2. Name of Applicant(s) or Contact Person(s): Mike DaRoza Title: \_\_\_\_\_  
Company (if applicable): City of Alachua  
Mailing address: PO Box 9  
City: Alachua State: FL ZIP: 32616  
Telephone: ( ) 386-418-6100 FAX: ( ) \_\_\_\_\_ e-mail: \_\_\_\_\_
3. If the applicant is agent for the property owner\*:  
Name of Owner (title holder): Alachua Lions Club, Inc.  
Mailing Address: PO Box 1386  
City: Alachua State: FL ZIP: 32615

\* Must provide executed Property Owner Affidavit authorizing the agent to act on behalf of the property owner.

### C. ADDITIONAL INFORMATION

1. Is there any additional contact for sale of, or options to purchase, the subject property?  Yes  No  
If yes, list names of all parties involved: \_\_\_\_\_  
If yes, is the contract/option contingent or absolute?  Contingent  Absolute

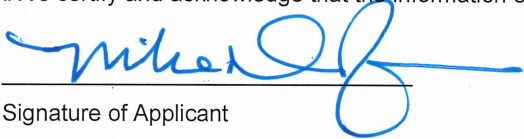
### D. ATTACHMENTS

1. Statement of variance:
  - a. Zoning Variance – include the section of Article(s) 5 and/or 6 of the Land Development Regulations under which the variance is sought and state the grounds on which it is requested, with particular reference of the findings which the Board of Adjustment must make (reference Article 2.4.7 of the Land Development Regulations).
  - b. Subdivision Variance – include the section of Article 7 of the Land Development Regulations under which the variance is sought and state the grounds on which it is requested, with particular reference of the findings which the Board of Adjustment must make (reference Article 2.4.7 of the Land Development Regulations).
2. Analysis of compliance with the Standards for Zoning & Subdivision Variances, as defined in Section 2.4.7(C)(4) and Section 2.4.7(D)(4) of the Land Development Regulations:
  - a. **Extraordinary and Exceptional Conditions-** There are extraordinary and exceptional conditions (such as topographic conditions, narrowness, shallowness, or the shape of a parcel of land) pertaining to the particular piece of land for which the variance is sought, that do not generally apply to other land or structures in the vicinity.

- b. **Not Result of Action by Applicant-** The special circumstances are not the result of the actions of the applicant.
  - c. **No Special Privilege-** The granting of the variance will not confer any special privilege on the applicant that is denied to other lands or structures in the same zone district.
  - d. **Strict Application Deprives Use-** Because of the conditions in subsection (a) above, the application of these LDRs to the land would effectively prohibit or unreasonably restrict the utilization of the land and result in unnecessary and undue hardship.
  - e. **Minimum Variance-** The granting of the variance is the minimum action that will make possible the reasonable use of the land or structure which is not contrary to the public interest, and which would carry out the spirit of these LDRs.
  - f. **Not Detrimental-** The authorization of the variance will not result in substantial detriment to adjacent land, and the character of the zone district in which the land subject to the application is located.
  - g. **Consistency with these LDRs-** The granting of the variance will be generally consistent with the purposes and intent of these LDRs and the public interest.
3. A current aerial map of the property (may be obtained from the Alachua County Property Appraiser).
  4. Three (3) sets of labels for all property owners within 400 feet of the subject property boundaries – even if property within 400 feet falls outside of City limits. (Obtain from the Alachua County Property Appraiser).
  5. Legal description with tax parcel number.
  6. Proof of ownership.
  7. Proof of payment of taxes.
  8. **Fee.** Please see fee schedule for fee determination: No application shall be accepted for processing until the required application fee is paid in full by the applicant. Any necessary technical review will be billed to the applicant at the rate of the reviewing entity. The invoice shall be paid in full prior to any legislative and/or quasi-judicial action of any kind on the petition, appeal, or development application.

**All 8 attachments are required for a complete application.** A completeness review of the application will be conducted within 5 business days of receipt. If the application is determined to be incomplete, the application and fee will be returned to the applicant.

I/We certify and acknowledge that the information contained herein is true and correct to the best of my/our knowledge.



Signature of Applicant

Mike DaRoza

Typed or printed name and title of applicant

Signature of Co-applicant

Typed or printed name of co-applicant

State of Florida County of Alachua

The foregoing application is acknowledged before me this 10th day of February, 2022, by Mike DaRoza

\_\_\_\_\_, who is/are personally known to me, or who has/have produced \_\_\_\_\_ as identification.

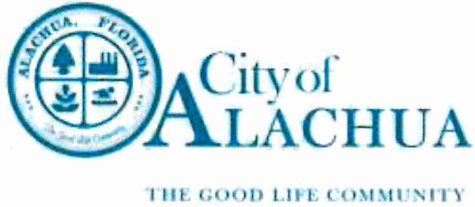
NOTARY SEAL



KRISTY LEE THORNTON  
Commission # GG 178433  
Expires March 17, 2022  
Bonded Thru Budget Notary Services



Signature of Notary Public, State of Florida



# Authorized Agent Affidavit

**A. PROPERTY INFORMATION**

Address of Subject Property: 15125 NW 142nd Terrace, Alachua, FL 32615  
Parcel ID Number(s): 03604-000-000  
Acreage: +/- 0.73

**B. PERSON PROVIDING AGENT AUTHORIZATION**

Name: Dayna Miller Title: President  
Company (if applicable): Alachua Lions Club, Inc.  
Mailing Address: PO 1386  
City: Alachua State: FL ZIP: 32616  
Telephone: \_\_\_\_\_ FAX: \_\_\_\_\_ e-mail: \_\_\_\_\_

**C. AUTHORIZED AGENT**

Name: Mike DaRoza Title: City Manager  
Company (if applicable): City of Alachua  
Mailing address: PO Box 9  
City: Alachua State: FL ZIP: 32615  
Telephone: 386-418-6100 FAX: \_\_\_\_\_ e-mail: \_\_\_\_\_

**D. REQUESTED ACTION:**

Authorization to apply for Zoning Variance Permit for the Scout Hut project.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I hereby certify that I am the property owner of record, or I have received authorization from the property owner of record to file an application for a development permit related to the property identified above. I authorize the agent listed above to act on my behalf for purposes of this application.

Dayna L. Miller  
Signature of Applicant

\_\_\_\_\_  
Signature of Co-applicant

Dayna Miller President, Alachua Lions Club  
Typed or printed name and title of applicant

\_\_\_\_\_  
Typed or printed name of co-applicant

State of Florida County of Alachua

The foregoing application is acknowledged before me this 10th day of February, 2022, by Dayna Miller

\_\_\_\_\_, who is/are personally known to me, or who has/have produced \_\_\_\_\_  
as identification.



NOTARY SEAL  
KRISTY LEE THORNTON  
Commission # GG 178433  
Expires March 17, 2022  
Bonded Thru Budget Notary Services

Kristy Lee Thornton  
Signature of Notary Public, State of Florida

## **Statement of Variance**

This application for a Zoning Variance Permit proposes to reduce the minimum front setback requirement as set forth in Table 5.1-3 of the City of Alachua Land Development Regulations from 20 feet to 10 feet. The purpose of the proposed setback reduction is to accommodate the addition of a covered entry and a covered patio on the existing Scout Hut building located on the subject property.

## **Analysis of Compliance with the Standards for a Zoning Variance Permit**

2.4.7(C)(4) *Zoning variance permit standards.* A zoning variance permit shall be approved only upon a finding that the applicant demonstrates all of the following standards are met:

- a. *Extraordinary and exceptional conditions.* There are extraordinary and exceptional conditions (such as topographic conditions, narrowness, shallowness, or the shape of a parcel of land) pertaining to the particular piece of land for which the variance is sought that do not generally apply to other land or structures in the vicinity.

**Response:** In 2012, the City entered into an agreement with Alachua Lions Club, Inc. to, among other purposes, acquire additional road right-of-way for a proposed road reconstruction and enhancement project of NW 142<sup>nd</sup> Terrace. Redevelopment of the roadway included the addition of on-street parking and sidewalks. A strip of land approximately 22 feet wide was transferred from Alachua Lions Club, Inc. to the City for additional right-of-way in order to facilitate this project. Prior to the widening of the NW 142<sup>nd</sup> Terrace right-of-way, the Scout Hut building was located outside of the front setback area, however, this transfer of land caused the Scout Hut building to be rendered a nonconforming structure.

- b. *Not result of action by applicant.* The special circumstances are not the result of the actions of the applicant.

**Response:** The dedication of right-of-way which occurred in 2012 was necessary in order to facilitate the reconstruction and enhancement of NW 142<sup>nd</sup> Terrace. This project provided on-street parking and sidewalk improvements which increased parking availability for activities at Skinner Field as well as other cultural and social events held in the downtown area.

- c. *No special privilege.* The granting of the variance will not confer any special privilege on the applicant that is denied to other lands or structures in the same zone district.

**Response:** There are no other known instances of properties zoned Commercial Intensive (CI) that have had a structure rendered nonconforming as a result of the dedication of lands for additional road right-of-way.

- d. *Strict application deprives use.* Because of the conditions in Subsection 2.4.7(C)(4)(a) of this section, the application of these LDRs to the land would effectively prohibit or unreasonably restrict the utilization of the land and result in unnecessary and undue hardship.

**Response:** The strict application of the minimum front setback requirement of 20 feet would prevent structural improvements that would increase the structure's useful life and improve access for all users during inclement weather.

- e. *Minimum variance.* The granting of the variance is the minimum action that will make possible the reasonable use of the land or structure which is not contrary to the public interest, and which would carry out the spirit of these LDRs.

**Response:** The proposed improvements to the structure represent the minimum action required to provide sufficient coverage over the recommended dimensions for a door landing as set forth in Florida Building Code.

- f. *Not detrimental.* The authorization of the variance will not result in substantial detriment to adjacent land, and the character of the zone district in which the land subject to the application is located.

**Response:** The Lion's Club building is located on adjacent lands that are to the south of the structure and are in common ownership. The only other adjacent land that would be potentially affected by the variance is the lands to the north. This land is presently developed (Dollar General). The Dollar General storefront is oriented to the intersection of NW 142<sup>nd</sup> Terrace and US Highway 441. The proposed improvements to the structure would have no perceivable impact upon the adjacent lands.

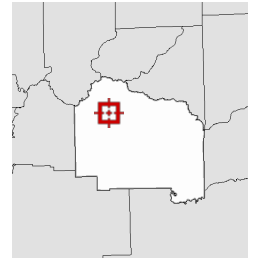
The CI zoning district, while primarily intended to provide lands that facilitates highway-oriented development, permits private clubs and lodges, such as the Lion's Club and the Boy Scouts of America. The proposed building improvements are within the character of the existing use of the property and as permitted within the CI zoning district.

- g. *Consistency with these LDRs.* The granting of the variance will be generally consistent with the purposes and intent of these LDRs and the public interest.

**Response:** The variance request is generally consistent with the intent of the LDRs and would serve the public interest. The structure is presently used and will continue to be used by the Boy Scouts of America, which is a service, community engagement, and leadership development program that is open and accessible to the community. The granting of this variance request will allow the Boy Scouts of America to renovate their existing meeting space to more effectively fulfill the mission of the organization, thereby furthering a public interest.



**Overview**



**Legend**

- Parcels
- Lakes

<b>Parcel ID</b> 03604-000-000	<b>Prop ID</b> 14501	<b>Owner Address</b> ALACHUA LIONS CLUB INC
<b>Sec/Twp/Rng</b> 15-08-18	<b>Class</b> CLB/LDG/UN HALL	PO BOX 1386
<b>Property Address</b> 15125 NW 142ND TER ALACHUA	<b>Acreage</b> 0.74	ALACHUA, FL 32616
<b>District</b> 1700 - ALACHUA		
<b>Brief Tax Description</b>	COM INT ELY R/W NW 1ST ST AND S R/W FORMER ACL RR POB S 55 DEG E 156.50 FT S 260.84 FT TO C/L OF NW 3RD AVE W 125.00 FT N 354.13 FT TO POB (LESS R/W PER OR 4171/0604) OR 1894/0731	
	(Note: Not to be used on legal documents)	

Date created: 2/16/2022  
Last Data Uploaded: 2/16/2022 3:44:49 AM

Developed by **Schneider**  
GEOSPATIAL

## **Legal Description**

A PARCEL OF LAND SITUATED IN BLOCK 19 OF DOWNINGS ADDITION TO THE CITY OF ALACHUA AS PER PLAT RECORDED IN PLAT BOOK "C" AT PAGE 79-A OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A NAIL AND BRASS DISK FOUND AND ACCEPTED AS THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF NW 1<sup>ST</sup> STREET (A 60 FOOT RIGHT-OF-WAY FORMERLY KNOWN AS WEST MAIN STREET) WITH THE FORMER SOUTHERLY RIGHT-OF-WAY LINE OF THE "OLD PLANT SYSTEM DIVISION OF THE ATLANTIC COAST LINE RAILROAD" FOR A POINT OF REFERENCE AND RUN S.55°58'42"E., ALONG SAID FORMER SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 87.98 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S.55°58'42"E., ALONG SAID FORMER SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 68.52 FEET TO AN INTERSECTION WITH THE EASTERLY LINE OF PARCEL "A" AS SHOWN ON THE ATTACHED SURVEY BY CHARLES L. BEVINGTON, FLORIDA REGISTERED LAND SURVEYOR NO. 3973; THENCE DEPARTING SAID EASTERLY LINE, S.87°26'08"W., A DISTANCE OF 54.73 FEET; THENCE N.02°58'15" W., A DISTANCE OF 40.84 FEET TO THE POINT OF BEGINNING.

This instrument prepared by:  
MARVIN W. BINGHAM, JR., PA  
P.O. Box 1930  
Alachua, Florida 32616



Tax Parcel #:

---

### QUIT CLAIM DEED

*THIS INDENTURE* made the 6<sup>th</sup> day of May, 2013 by City of Alachua, a municipality within Alachua County, Florida, whose post office address is Post Office Box 9, Alachua, Florida 32616, hereinafter called Grantor, to Alachua Lions Club, Inc., a Florida Non Profit Corporation, whose post office address is Post Office Box 1386, Alachua, Florida 32616, hereinafter called Grantee:

*WITNESSETH* that said Grantor, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00), in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has remised, released and quit claimed, and by these presents does remise, release and quitclaim unto said Grantee all the right, title, interest, claim and demand which said Grantor has in and to the following described lot, piece or parcel of land, situate lying and being in the County of Alachua, State of Florida, to wit:

See Exhibit A, attached hereto and made a part hereof

This Deed is being recorded to eliminate any cloud on title by virtue of an error in the legal description contained in that certain Warranty Deed dated January 29, 1993 between the parties and recorded in Official Records Book 1894, Page 734 of the Public Records of Alachua County, Florida

*TO HAVE AND TO HOLD* the same, together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate right, title, interest and claim whatsoever of said Grantor, either in law or equity, to the only proper use, benefit and behalf of said Grantee.

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

Signed, sealed and delivered  
in our presence:

City of Alachua, a municipality within  
Alachua County, Florida

G. B. Wilson

Witness

Print: G. B. Wilson

By: Gib Coerper  
Gib Coerper, Mayor

Kimberly Vermillion

Witness

Print: Kimberly Vermillion

STATE OF FLORIDA  
COUNTY OF ALACHUA

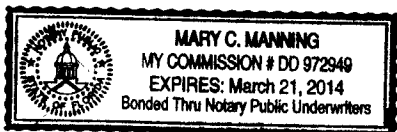
The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of May, 2013 by Gib Coerper, Mayor of City of Alachua, a municipality within Alachua County, Florida, on behalf of said municipality, who is  personally known to me or  who has produced a Florida Driver's License as identification.

Notary Public - State of Florida

Sign: Mary C. Manning

My Commission Expires

Print: Mary C. Manning



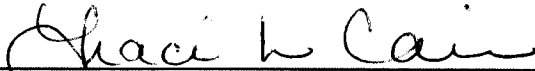
## Approval of Quit Claim Deed between City of Alachua and Alachua Lions Club, Inc.

At a meeting on the 6<sup>th</sup> day of May, 2013,  
the Alachua City Commission authorized the execution of  
this instrument of conveyance and authorized the  
Mayor to execute this acknowledgment.

  
\_\_\_\_\_  
Mayor Alachua City Commission

Executed this 6<sup>th</sup> day of May, 2013

Attest:

  
\_\_\_\_\_  
City Manager / City Clerk

Approved as to form

By: Marian B. Rush  
City Attorney



*Focused on Excellence  
Delivered with Integrity*

EXHIBIT A

## LEGAL DESCRIPTION

Quit Claim: City of Alachua to Lions Club

A PARCEL OF LAND SITUATED IN BLOCK 19 OF DOWNINGS ADDITION TO THE CITY OF ALACHUA AS PER PLAT RECORDED IN PLAT BOOK "C" AT PAGE 79-A OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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ACCOUNT NUMBER	PROPERTY ADDRESS	MILLAGE CODE
03604 000 000	15115 NW 142ND TER	1700

ALACHUA LIONS CLUB INC  
PO BOX 1386  
ALACHUA, FL 32616

**EXEMPTIONS:**  
CONSTITUTIONAL  
CHARITABLE,  
RELIGIOUS, SCIENTIFIC  
O



AD VALOREM TAXES					
TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION(S)	TAXABLE VALUE	TAXES LEVIED
COUNTY GENERAL	7.8662	219,810	219,810	0	0.00
LIBRARY GENERAL	1.0856	219,810	219,810	0	0.00
SCHOOL CAP36 PROJECT	1.5000	219,810	219,810	0	0.00
SCHOOL DISCRNRY & CN	0.7480	219,810	219,810	0	0.00
SCHOOL GENERAL	3.5950	219,810	219,810	0	0.00
SCHOOL VOTED	1.0000	219,810	219,810	0	0.00
CHILDREN'S TRUST	0.5000	219,810	219,810	0	0.00
SUWANNEE RIVER WATER MGT DIST	0.3615	219,810	219,810	0	0.00
CITY OF ALACHUA	5.3900	219,810	219,810	0	0.00
<b>TOTAL MILLAGE</b>					<b>22.0463</b>
<b>AD VALOREM TAXES</b>					<b>\$0.00</b>

LEGAL DESCRIPTION
COM INT ELY R/W NW 1ST ST AND S R/W FORMER ACL RR POB S 55 DEG E 156.50 FT S 260 See Additional Legal on Tax Roll

NON-AD VALOREM ASSESSMENTS			
LEVYING AUTHORITY	UNIT	RATE	AMOUNT
802 BOCC SOLID WASTE MGMT	1.000	@ 62.2600	62.26
<b>NON-AD VALOREM ASSESSMENTS</b>			<b>\$62.26</b>

<b>PAY ONLY ONE AMOUNT.</b>	<b>COMBINED TAXES AND ASSESSMENTS</b>	<b>\$62.26</b>
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IF PAID/POSTMARKED BY PLEASE PAY	Nov 30, 2021 \$0.00			
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**JOHN POWER, CFC** 2021 PAID REAL ESTATE 14501  
ALACHUA COUNTY TAX COLLECTOR NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS  
PLEASE PAY IN U.S. FUNDS TO JOHN POWER, TAX COLLECTOR • P.O. Box 44310 • Jacksonville, FL 32231-4310

ACCOUNT NUMBER	PROPERTY ADDRESS
03604 000 000	15115 NW 142ND TER

ALACHUA LIONS CLUB INC  
PO BOX 1386  
ALACHUA, FL 32616

PAY ONLY ONE AMOUNT	
IF PAID/POSTMARKED BY	PLEASE PAY
<input type="checkbox"/> Nov 30, 2021	\$0.00
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	

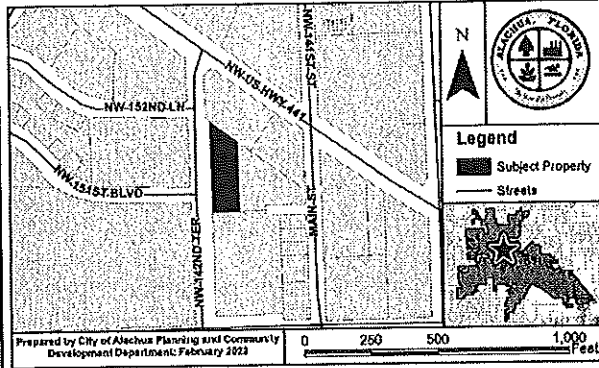
WANT TO RECEIVE YOUR BILL ELECTRONICALLY NEXT YEAR? VISIT  
[www.AlachuaCollector.com](http://www.AlachuaCollector.com) AND SIGN UP FOR E-BILLS!



# City of ALACHUA

## NOTICE OF PUBLIC HEARING BEFORE THE BOARD OF ADJUSTMENT OF THE CITY OF ALACHUA, FLORIDA

Notice is hereby given that the Board of Adjustment of the City of Alachua will hold a public hearing on February 28, 2022 at 5:30 p.m. The hearing will be held in the James A. Lewis Commission Chambers in City Hall, located at 15100 NW 142nd Terrace, Alachua, Florida, to consider the following: A request by the City of Alachua, applicant and agent for Alachua Lions Club, Inc., property owner, for consideration of a request for a Zoning Variance Permit to reduce the minimum front setback requirement as set forth in Table 5.1-3 of the City of Alachua Land Development Regulations from 20 feet to 10 feet. The purpose of the proposed setback reduction is to accommodate a proposed covered entry and a proposed covered patio on an existing building located at 15125 NW 142nd Terrace. Tax Parcel Number 03604-000-000. FLUM: Recreation; Zoning: Commercial Intensive (CI).



At the public hearing, all interested parties may appear and be heard with respect to the application. Copies of the application are available for public inspection at the Planning and Community Development Department, 15100 NW 142nd Terrace, Alachua, Florida, on any regular business day between the hours of 7:30 a.m. to 6:00 p.m. Written comments on the application may be sent to the following address: City of Alachua, Planning and Community Development, P.O. Box 9, Alachua, FL 32616. Notice is given pursuant to Section 286.0105, Florida Statutes, that, in order to appeal any decision made at the public hearing, you will need a record of the proceedings, and that, for such purpose, you may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is to be based. In accordance with the Americans with Disabilities Act, any persons with a disability requiring reasonable accommodation in order to participate in this meeting should call the City Clerk at (386) 418-6100 x 101 at least 48 hours prior to the public hearing.

(Published: Alachua County Today - February 17, 2022)

by changing the Future Land Use classification on property previously voluntarily annexed to 000-000, 04155-002-000, 04152-000-000, 041

AN ORDINANCE OF THE CITY OF NI AN AMENDMENT TO THE FUTURE I THE EXPEDITED AMENDMENT PROC CONFORMANCE WITH SECTIONS 163 LAND USE CLASSIFICATION FROM A) PER 5 ACRES), TO CITY OF NEWBEF CERTAIN LANDS WITHIN THE CORP THERE TO; TAX PARCELS 04155-000 APPROXIMATELY 194.44 ACRES; PRO AN EFFECTIVE DATE.

ITEM 4: Ordinance 2022-14/LDR 21-41, ar the zoning from ALACHUA COUNTY AGF annexed to the City as shown on the location 000-000, 04155-001-000, and 04155-001-001

AN ORDINANCE OF THE CITY OF CONTIGUOUS ACRES, MORE OR LE AMENDING THE OFFICIAL ZONING. FOR REZONING FROM THE ALACH DISTRICT ON CERTAIN LANDS WIT 04155-000-000, 04155-002-000, 04152-0 ORDINANCES IN CONFLICT; AND PR



The public hearings may be continued to on of a public hearing shall be announced d continuation exceeds six calendar weeks fr

At the aforementioned public hearings, all 5440, or email EconomicDevelopment@N the public hearings, or to to inquire about e referenced public hearings, they will need e proceedings are made, which record includ

In accordance with the Americans with D should contact MV Transportation, Inc. at System at (800) 955-8770.

**AFFIDAVIT FOR POSTED LAND USE SIGN**

I Justin Tabor, POSTED THE LAND USE  
(name)  
SIGN ON 2/14/2022 FOR THE Lions Club Scout Hut Zoning Variance Permit  
(date) (state type of action and project name)  
LAND USE ACTION.

AS PER ARTICLE 2.2.9 D OF THE LAND DEVELOPMENT REGULATIONS.

THIS WILL BE INCLUDED IN THE STAFF REPORT.

  
(signature)

2 (two)  
(number of signs)

# IMPORTANT INFORMATION REGARDING POSTED NOTICE SIGNS

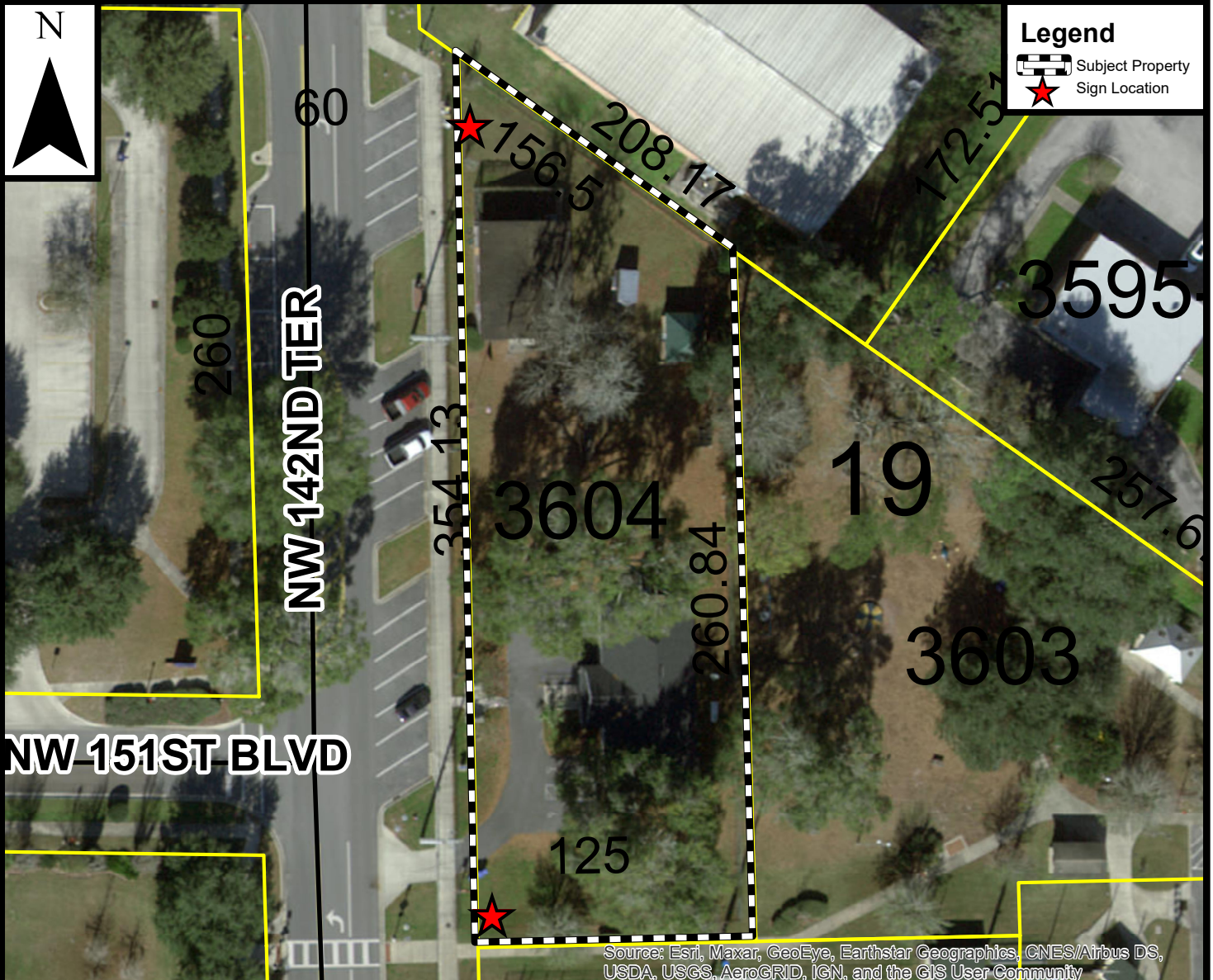
Pursuant to Section 2.2.9(D) of the City's Land Development Regulations, posted notice signs must be placed on the land that is the subject of the application, along each street which is adjacent to or runs through the land in a manner that makes them clearly visible. Signs shall be posted at intervals of not more than 400 feet when the land subject to the application has less than 1,500 feet of road frontage. When the land subject to the application has 1,500 feet or more of road frontage, signs shall be posted at intervals of not more than 1,320 feet.

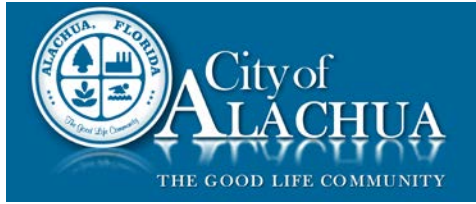
Signs shall be inspected by the City subsequent to their posting. The applicant shall be responsible for ensuring that the posted notice is maintained on the land subject to the application until the completion of the final public hearing on the application.

***Signs must be removed by the applicant and returned to the City within ten days after the final decision on the application.***



## Lions Club Scout Hut Zoning Variance Permit





Board of Adjustment Meeting Sign In  
March 14, 2022

	<b>Name</b> <i>(Please Print)</i>
<i>(Please Print)</i>	<i>(Please Print)</i>
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