

ORDINANCE NO. 2026 - _____

AN ORDINANCE OF THE CITY OF TAMPA, FLORIDA, VACATING, CLOSING, DISCONTINUING AND ABANDONING THAT ALLEYWAY LOCATED NORTH OF SWANN AVENUE, SOUTH OF BAY STREET, EAST OF BREVARD AVENUE, AND WEST OF MAGNOLIA AVENUE, WITHIN THE REVISED MAP OF PACKWOODS SUBDIVISION, A SUBDIVISION IN THE CITY OF TAMPA, HILLSBOROUGH COUNTY, FLORIDA, AS MORE FULLY DESCRIBED IN SECTION 2 HEREOF, SUBJECT TO CERTAIN COVENANTS, CONDITIONS AND RESTRICTIONS AS MORE PARTICULARLY SET FORTH HEREIN; PROVIDING FOR ENFORCEMENT AND PENALTIES FOR VIOLATIONS; PROVIDING FOR DEFINITIONS, INTERPRETATIONS AND REPEALING CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, a Right-of-Way Vacating Application, under City Clerk File No. VAC 25-08, was submitted by Truett Gardner, on behalf of HP Puffy, LLC (the "Owner") as fee simple owner of the property located at 613 S. Magnolia Avenue (Folio No. 194381-000) which abuts that portion of the alleyway that is described in Section 2 hereof, asking that same be vacated, closed, discontinued and abandoned; and

WHEREAS, City Council ("City Council") of the City of Tampa (the "City") having duly held two public hearings and having been presented with competent and substantial evidence on the merits of the petition, finds that vacating of the subject alleyway, with conditions set forth below, is in the general public's best interest and that all requirements provided by law have been complied with.

NOW, THEREFORE,

**BE IT ORDAINED BY THE CITY COUNCIL
OF THE CITY OF TAMPA, FLORIDA:**

Section 1. RECITALS. That the Recitals set forth above are hereby adopted and incorporated into the body of this Ordinance as if fully set forth herein.

Section 2. VACATING. That portion of alleyway located North of Swann Avenue, South of Bay Street, East of Brevard Avenue and West of Magnolia Avenue, as more particularly described on the attached Exhibit "A" (the "Vacated ROW") which is incorporated herein by this reference, is hereby vacated, closed, discontinued and abandoned, and that the right of the public in and to same is hereby renounced, released, and disclaimed subject, however, to the following easement reservations:

1 a. Permanent TECO Easement: A permanent, non-exclusive
2 easement in, on, under, over and across the entire Vacated ROW for the use and
3 benefit of Tampa Electric Company ("TECO"), and its successors or assigns for the
4 installation, operation, repair, reconstruction and maintenance of and access to
5 facilities for, but not limited to, the transmission of electricity (this "Permanent
6 TECO Easement"). This Permanent TECO Easement is reserved for facilities either
7 principally used for, or appurtenant to, furnishing telecommunication services or
8 other TECO services which are now existing or hereafter installed or located on,
9 beneath or above the surface of the land subject to this Permanent TECO
10 Easement, and shall include full right of ingress and egress thereto and over,
11 across, under and through the Vacated ROW. No improvements, structures or
12 buildings, whether permanent or temporary (other than pavement and curbing),
13 and no landscaping (other than grass and low shrubbery), shall be constructed or
14 installed within the Vacated ROW without the prior written consent of TECO.
15

16 b. Permanent Spectrum Easement: A permanent, non-
17 exclusive easement in, on, under, over and across the entire length and width of
18 the entire Vacated ROW for the use and benefit of Charter Communications (d/b/a
19 "Spectrum"), and its respective successors or assigns for the installation,
20 operation, repair, reconstruction and maintenance of and access to cable
21 television and communication facilities, and other Spectrum facilities located
22 within said easement. This easement shall include full right of ingress and egress
23 thereto and over, across, under and through the Vacated ROW. Unless otherwise
24 agreed to by Owner and Spectrum, any relocation of Spectrum facilities at the
25 request of Owner shall be at the sole cost and expense of Owner. No
26 improvements or buildings, permanent or temporary (other than pavement and
27 curbing), shall be constructed and no landscaping (other than grass and low
28 shrubbery) shall be installed on the land subject to this easement without the prior
29 written consent of Spectrum.
30

31 **Section 3. RELEASE OF EASEMENT(S).** That subject to Section 4 below,
32 the easements reserved herein may be released by the City by submitting a
33 written request for a release of easement with the City in that manner prescribed
34 by the Standard Requirements and Procedures maintained by the City, or as may
35 otherwise be provided by law. The City shall review any properly submitted
36 request for Release of Easement but shall only grant the release upon an
37 affirmative conclusive determination by the City that the easement is either (1) no
38 longer required for the reserved purpose, or (2) that suitable alternate
39 accommodations are provided by Owner, at its sole cost and expense, which
40 meets with the City's approval to be given at its sole discretion. A Release of
41 Easement shall be evidenced by recording in the Office of the Clerk of the Circuit
42 Court of Hillsborough County, Florida.
43

1 **Section 4. USE OF VACATED ROW.** That any use of the Vacated ROW is
2 conditioned upon meeting all National Fire Protection Association (“NFPA”)
3 standards and codes at time of permitting.
4

5 **Section 5. TITLE TO UNDERLYING PROPERTY.** That if the City holds fee
6 title to any real property underlying the Vacated ROW, the vacation of same shall
7 not affect the status of that title. Any transfer of the City’s fee interest, if any, in
8 the Vacated ROW must be negotiated through the City’s Real Estate Department
9 in accordance with the City’s Land Disposition Policy as the same may be amended
10 from time to time.
11

12 **Section 6. COMPLIANCE WITH CITY’S LANDSCAPING, TREE REMOVAL**
13 **AND SITE CLEARING ORDINANCE.** That all development of the Vacated ROW is at
14 all times subject to compliance with the City’s Code of Ordinances, Chapters 13
15 and 27, Landscaping, Tree Removal and Site Clearing, as may be amended from
16 time to time.
17

18 **Section 7. BRICK PRESERVATION; REMOVAL; DISPLACEMENT.** That if any
19 portion of the Vacated ROW consists of vitrified brick and/or granite curbing, then
20 such vitrified brick roads and granite curbing shall remain unaltered unless
21 removal or replacement of the vitrified brick roads and granite curbing are
22 approved pursuant to procedure set forth in City of Tampa Code Section 22-305.
23 If the removal of any vitrified brick and granite curbing are allowed from any
24 portion of the Vacated ROW, then Owner shall provide, and cause to be delivered,
25 all vitrified bricks and granite curbing that are removed to the City’s Mobility
26 Department & Stormwater Services Division, for future use by the City. Such
27 vitrified bricks and granite curbing shall be palletized prior to delivery by Owner at
28 his/her sole cost and expense. The City’s Director of Mobility (or designee) shall
29 be the point of contact for all matters regarding this condition.
30

31 **Section 8. SPECIAL CONDITIONS.** That in the event Owner does not
32 commence vertical construction of a hotel/residential multi-family/business
33 professional office mixed-use building within the block encompassing the Vacated
34 ROW within five (5) years from the date this Ordinance is passed and ordained,
35 such compliance shall render this Ordinance automatically null and void and the
36 rights-of-way vacated hereby shall automatically revert in status to the City as
37 public right-of-way. If said right-of-way does in fact revert, the Owner (or its
38 successors) shall restore the right-of-way to the same condition that existed at the
39 time of this vacating, or to the current condition of adjacent public rights-of-way,
40 within thirty (30) days of the City’s written notice for restoration. The City shall
41 be entitled, but not required, to unilaterally execute and record a Recission of
42 Ordinance in the Public Records of Hillsborough County, Florida.
43
44

Section 9. COMPLIANCE WITH CONDITIONS. That the vacation of the Vacated ROW is expressly conditioned upon the compliance with and fulfillment of all terms and conditions contained herein, which terms and conditions shall be deemed covenants running with the land. If Owner fails to comply with these Ordinance conditions as provided herein, then this Ordinance shall be deemed null and void and Owner shall, at its sole cost and expense, restore the Vacated ROW to the same condition that existed at the time of the vacation of the Vacated ROW.

Section 10. SEVERABILITY. That should a court of competent jurisdiction declare any part of this Ordinance invalid, the remaining parts hereof shall be severed and remain in effect and shall not be affected by such determination as to the invalid part.

Section 11. RECORDING. That the City Clerk shall record a copy of this Ordinance in the Office of the Clerk of the Circuit Court of Hillsborough County, Florida.

Section 12. EFFECTIVE DATE. That this Ordinance shall take effect immediately upon becoming a law.

Section 13. REPEALING CONFLICTS. That all ordinances in conflict herewith are repealed to the extent of any conflict.

PASSED AND ORDAINED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA, ON _____.

ATTEST:

CITY CLERK/DEPUTY CITY CLERK

CHAIRMAN/CHAIRMAN PRO-TEM
CITY COUNCIL

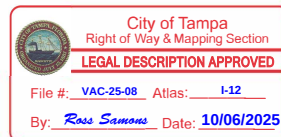
PREPARED AND APPROVED
AS TO LEGAL SUFFICIENCY BY:

APPROVED BY ME ON _____

e/s Ron Wigginton
Assistant City Attorney

JANE CASTOR, MAYOR

SKETCH OF DESCRIPTION (NOT A BOUNDARY SURVEY)

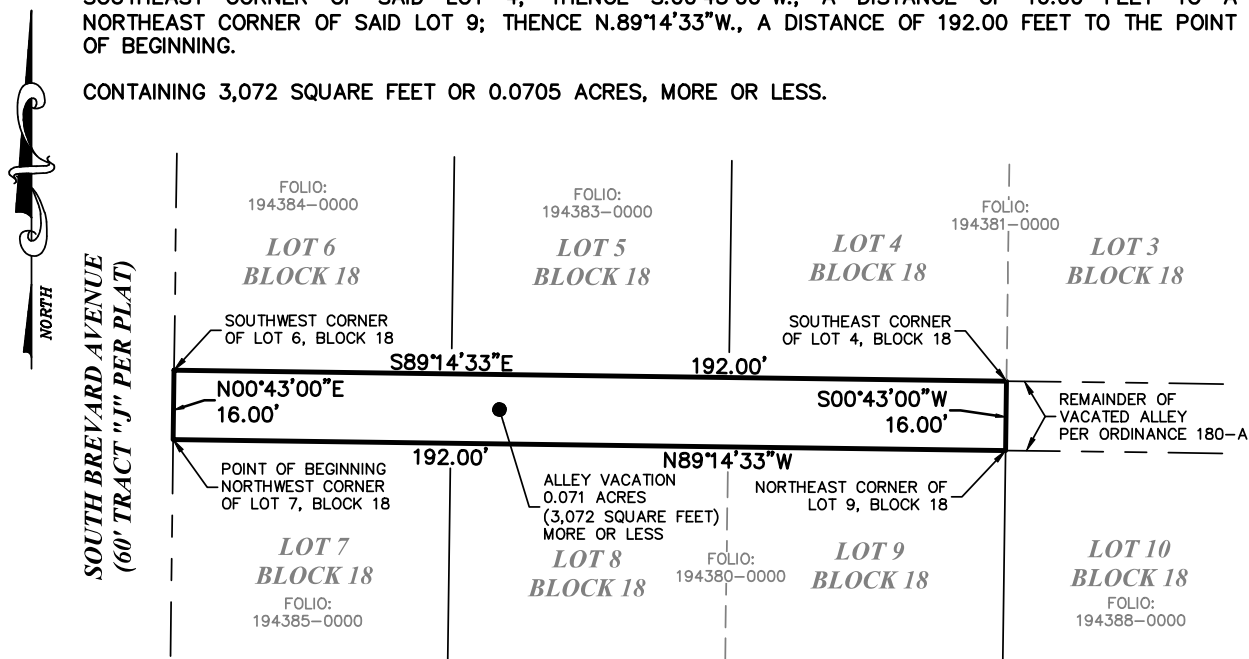


LEGAL DESCRIPTION:

THAT PART OF THE ALLEY LOCATED WITHIN BLOCK 18, REVISED MAP OF PACKWOODS SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 60, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, LYING BETWEEN LOTS 4, 5, 6, 7, 8, AND 9, BLOCK 18, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A NORTHWEST CORNER OF SAID LOT 7; THENCE N.00°43'00"E., A DISTANCE OF 16.00 FEET TO A SOUTHWEST CORNER OF SAID LOT 6; THENCE S.89°14'33"E., A DISTANCE OF 192.00 FEET TO A SOUTHEAST CORNER OF SAID LOT 4; THENCE S.00°43'00"W., A DISTANCE OF 16.00 FEET TO A NORTHEAST CORNER OF SAID LOT 9; THENCE N.89°14'33"W., A DISTANCE OF 192.00 FEET TO THE POINT OF BEGINNING.

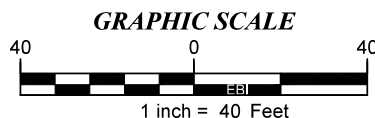
CONTAINING 3,072 SQUARE FEET OR 0.0705 ACRES, MORE OR LESS.



LEGEND
ABBREVIATIONS

ID	IDENTIFICATION
LB	LICENSED BUSINESS NUMBER
LS	LICENSED SURVEYOR
ORB	OFFICIAL RECORDS BOOK
(P)	PER PLAT
PSM	PROFESSIONAL SURVEYOR
AND MAPPER	
R/W	RIGHT-OF-WAY

BEARING BASIS:
BEARINGS SHOWN HEREON ARE
BASED ON STATE PLANE
COORDINATES, NORTH AMERICAN
DATUM 1983, ADJUSTMENT OF
2011, FLORIDA WEST ZONE.



SHEET NO.
1
OF 1



EBI Surveying

1304 West Fletcher Avenue

Tampa, Florida 33612

Phone: (813) 886-6080 / Fax: (813) 886-6081

Certificate of Authorization Number: LB-7652

SURVEY REPORT:

1. UNLESS DIGITALLY SIGNED AND SEALED, THIS SKETCH OF DESCRIPTION AND/OR REPORT OR THE COPIES HEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES ARE PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION WAS MADE UNDER MY DIRECTION AND MEETS THE STANDARDS OF PRACTICE REQUIREMENTS OF CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE.

THOMAS S Serbu Digitally signed by THOMAS Serbu
Date: 2025.02.13 15:11:18 -05'00'

THOMAS PATRICK SERBU
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NUMBER LS-4744
EMAIL: thomas@ebisurvey.com
DATE SIGNED: 2/13/25

SKETCH OF DESCRIPTION

ALLEY VACATION

BLOCK 18

REVISED MAP OF PACKWOODS
HILLSBOROUGH COUNTY, FLORIDA

DATE: 2/13/2025
DRAWN: EWB
CHECKED: TPS
REVISION:
FILE: GR01VacateSODX.dwg

PROJECT NUMBER:
GRTR0001