

1 Introduced by the Council President at the request of the Mayor:
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4 **ORDINANCE 2021-880**

5 AN ORDINANCE CLOSING AND ABANDONING AND/OR
6 DISCLAIMING AN OPENED AND IMPROVED PORTION OF
7 THE EDGEWOOD DRIVE RIGHT-OF-WAY ESTABLISHED IN
8 THE BILTMORE NO. 8A PLAT, AS RECORDED IN PLAT
9 BOOK 14, PAGE 19 OF THE CURRENT PUBLIC RECORDS
10 OF DUVAL COUNTY, FLORIDA, IN COUNCIL DISTRICT
11 10, AT THE REQUEST OF NORFOLK SOUTHERN RAILWAY
12 COMPANY, SUBJECT TO RESERVATION UNTO THE CITY OF
13 JACKSONVILLE AND JEA OF AN ALL UTILITIES AND
14 FACILITIES EASEMENT OVER THE CLOSED PORTION OF
15 THE RIGHT-OF-WAY; PROVIDING FOR APPROVAL SUBJECT
16 TO CONDITIONS; PROVIDING AN EFFECTIVE DATE.
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18 **BE IT ORDAINED** by the Council of the City of Jacksonville:

19 **Section 1. Closure and Abandonment.** An opened and improved
20 portion of the Edgewood Drive right-of-way established in the Biltmore
21 No. 8A Plat, as recorded in Plat Book 14, Page 19 of the current
22 public records of Duval County, Florida, located in Council District
23 10, a description of which is attached hereto as **Exhibit 1** and
24 incorporated herein by this reference, is hereby closed and abandoned
25 and/or disclaimed as a right-of-way at the request of Norfolk Southern
26 Railway Company (the "Applicant"); provided however, there is
27 reserved unto the City of Jacksonville and JEA an all utilities and
28 facilities easement on, over, across, and under the closed right-of-
29 way for ingress and egress and for all utilities. The Applicant paid
30 the right-of-way closure application fee of \$2,091.00 and this amount
31 has been deposited into the General Fund. This closure request was

1 reviewed and approved by the various city, state, and utility agencies
2 that might have an interest in the right-of-way and there were no
3 objections to the Applicant's request.

4 **Section 2. Purpose.** The Applicant is requesting the
5 closure in order to expand its trailer lot parking at the Simpson
6 Yard Intermodal Facility which is located on property adjacent to the
7 closure area owned by Reading Company, LLC, a subsidiary of the
8 Applicant (R.E. No. 083993-0000), subject to the conditions set forth
9 herein.

10 **Section 3. Hold Harmless Covenant.** The closure and
11 abandonment by the City of its interests in the right-of-way is
12 subject to Applicant's execution and delivery to the City of a Hold
13 Harmless Covenant, in substantially the same form attached hereto as
14 **Exhibit 2** and incorporated herein by this reference. Accordingly,
15 the closure and abandonment of the right-of-way shall not be recorded
16 in the public records until execution and delivery to the City by the
17 Applicant of the required Hold Harmless Covenant.

18 **Section 4. Effective Date.** This Ordinance shall become
19 effective upon signature by the Mayor or upon becoming effective
20 without the Mayor's signature.

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22 Form Approved:

23
24 /s/ Mary E. Staffopoulos

25 Office of General Counsel

26 Legislation prepared by: Mary E. Staffopoulos

27 GC-#1468175-v1-Edgewood_Drive_ROW_Closure_(Norfolk_Southern_Railway) (2021).docx