

4. MISCELLANEOUS ITEMS TO BE RECEIVED FOR FILING:

- a. City of Dunedin Notice of Public Hearing regarding proposed Ordinance No. 14-15 to be held September 25, 2014, annexing certain property.
- b. City of Largo Notice of Public Hearing held August 12, 2014, re proposed Ordinances Nos. 2014-74 through 2014-123 and 2014-125 through 2014-144 annexing certain property.
- c. City of Oldsmar Ordinance No. 2014-07 adopted July 15, 2014, annexing certain property.
- d. City of Seminole Notice of Ordinance Enactment and Public Hearings held August 12, 2014, re proposed Ordinances Nos. 12-2014 through 14-2014 voluntarily annexing certain property.
- e. City of Pinellas Park Notice of Public Hearing held August 14, 2014, regarding proposed Ordinance No. 3891 voluntarily annexing certain property.
- f. City of Pinellas Park Notices of Public Hearings to be held August 28, 2014, regarding proposed Ordinances Nos. 3892 and 3893 voluntarily annexing certain property.

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*If a copy of a report or CD is desired, please check the web page of the organization/municipality or contact Board Records at 464-3465.*

City of  
**PINELLAS PARK**

5141 78TH AVE. • P.O. BOX 1100  
PINELLAS PARK, FL 33780-1100



**FLORIDA**

PHONE • (727) 541-0700  
FAX • (727) 544-7448  
SUNCOM • 969-1011

July 14, 2014

Board of County Commissioners  
Pinellas County  
315 Court Street  
Clearwater, FL 33756

RE: SUBMITTAL OF VOLUNTARY ANNEXATION AGREEMENT TO PINELLAS COUNTY

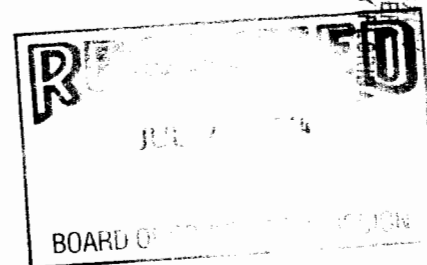
Please be advised that the City of Pinellas Park is proceeding with the voluntarily annexation of the following property. The first reading of the annexation ordinance will be at the 8/14/2014, City Council Meeting:

Owner:	Durbal, Inc.
Address:	5060 110 <sup>th</sup> Avenue North
Parcel:	16/30/16/69732/400/3610
Land Use Map Designation:	County = M-1 City = M-1
Ordinance No. (to be assigned):	First Reading — 8/14/2014 Public Hearing — 8/28/2014

Copies of the agreement, annexation ordinance, legal description, and map are enclosed. Please feel free to contact me personally if further information is required.

Sincerely,

Amanda Conte  
Community Business Coordinator  
City of Pinellas Park, FL  
(727) 541-0946



RECEIVED  
BOARD OF  
COMMISSIONERS  
PINELLAS COUNTY  
2014 JUL 22 PM 2:45



PRINTED ON RECYCLED PAPER

## **ANNEXATION AGREEMENT**

**THIS AGREEMENT** made and entered into this 18<sup>th</sup> day of July 2014, 2014, by and between the **CITY OF PINELLAS PARK, FLORIDA**, a municipal corporation, hereinafter called the "CITY" and **DURBAL, INC.**, hereinafter called the "OWNER". (*"OWNER" is used herein for singular or plural, the singular shall include the plural, and any gender shall include all genders, as context requires.*) "CITY" and "OWNER" are hereinafter collectively referred to as the "Parties" hereto. This Agreement shall be deemed to be entered into, dated and effective upon its execution by the Mayor and approved by the City Attorney of Pinellas Park, after City Council action approving of this Agreement.

**WHEREAS**, the OWNER fully warrants that they are the fee simple OWNER of the real property described in Exhibit "A" attached hereto (hereinafter referred to as "Property"), which is presently located in an unincorporated area of Pinellas County; and

**WHEREAS**, the Parties have determined that annexation of the Property would be beneficial to both Parties, and the Property currently does meet the requirements for voluntary annexation into the CITY as required by Florida Statutes, Chapter 171; and

**WHEREAS**, the OWNER desires that the Property be annexed into the municipal boundaries of the CITY, and the CITY desires to annex the Property.

**NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged by both Parties, it is hereby agreed by and between the Parties as follows:

1. All of the above recitals are incorporated herein and made a part hereof.
2. The OWNER shall forthwith execute and deliver to the CITY a Petition for Voluntary Annexation in accordance with Florida Statutes, Chapter 171. Further, the OWNER shall, when requested to do so by the CITY, perform all such actions as may be necessary to execute and complete the Voluntary Annexation by the CITY of the Property. The CITY shall, after the completion of such actions, commence the appropriate voluntary annexation proceedings.
3. Prior to annexation of the said Property by the CITY, the OWNER shall be permitted to commence and/or to proceed with the development of the said Property in strict accordance with the legal requirements of Pinellas County, Florida. However, upon annexation, all further or continuing development of the said Property (regardless of when the same is commenced) shall strictly comply with all applicable CITY ordinances, resolutions, and codes, including site plan review procedures for each individual structure. Nothing herein shall be construed to excuse or release OWNER from compliance with the applicable laws, rules, and regulations of any other governmental entities, including but not limited to legal requirements for obtaining environmental permits.
4. At the time of annexation, the CITY will convert the then-existing County zoning of M-1 and land use classification of IL to the CITY zoning of M-1 and land use classification of IL.
5. At the time of annexation of residential property into the City of Pinellas Park, the OWNER shall contact the CITY's Utility Billing Division, within fourteen (14) days, to establish customer solid waste and recycling collection services or, where applicable, shall expeditiously notify all renters who are responsible for establishing their own utility services of the necessity to contact

the CITY's Utility Billing Division to establish customer solid waste and recycling collection services. Details regarding solid waste collection service days will be supplied to the contracting customer at the time service has been established with the CITY. Also, arrangements will be made at that time to have a recycling container delivered to the property at no charge to the customer. The recycling containers will remain the property of the City of Pinellas Park. There will be no deposit required for CITY utilities on owner-occupied properties.

6. Nothing in this Agreement or otherwise shall be construed as requiring the CITY to construct or install any water or sanitary sewer lines or other improvements of any kind upon the above-referenced Property. The OWNER shall install water or sanitary sewer lines without cost to or reimbursement from the City.

**The following constitute the special provisions herein:**

7. For a period of three (3) years from the date of execution of this Agreement, the CITY shall waive the CITY's Business Tax Receipt fees for the use of the Property estimated to be One Hundred Dollars (\$100.00) per year.

The following constitute miscellaneous provisions herein:

8. The OWNER further acknowledges that this Agreement shall be recorded in the Public Records of Pinellas County, Florida, and shall constitute a covenant running with the Property.

9. This Agreement shall be binding upon the Parties, their successors, assigns, and legal representatives; provided, however, that nothing herein shall be construed to prevent the sale or other transfer of the Property by OWNER or any of its successors in title subject to the provisions hereof.

10. This document embodies the whole agreement of the Parties. There are no promises, terms, conditions, or allegations by either Party other than those contained herein; and this document shall supersede all previous communications, representations, and/or agreements, whether written or verbal between the Parties hereto. This Agreement may be modified only in writing executed by the Parties and/or their successors in title, as the case may be.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed on the day and year first above written.


**CITY OF PINELLAS PARK, FLORIDA**


\_\_\_\_\_  
**SANDRA L. BRADBURY, MAYOR**

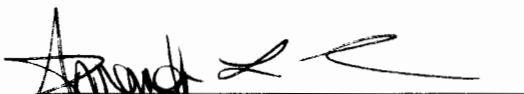
**ATTEST:**

\_\_\_\_\_  
**DIANE M. CORNA, MMC, CITY CLERK**

**DURBAL, INC.**

  
\_\_\_\_\_  
**Witness**

  
\_\_\_\_\_  
**RUDOLF G. SWOBODA, PRESIDENT**

  
\_\_\_\_\_  
**Witness**

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this \_\_\_\_\_, 2014, by  
**SANDRA L. BRADBURY, Mayor, and DIANE M. CORNA, MMC, City Clerk, of the CITY OF PINELLAS  
PARK, FLORIDA, a municipal corporation**, on behalf of whom the instrument was executed.

\_\_\_\_\_  
Notary Public signature

\_\_\_\_\_  
(Name of Notary typed, printed or stamped)

(SEAL ABOVE)

Personally known \_\_\_\_\_ or produced identification \_\_\_\_\_

Type of identification produced \_\_\_\_\_

ATTENTION NOTARY: Although the information requested is OPTIONAL, it could prevent fraudulent attachment of this certificate to an unauthorized document.

THIS CERTIFICATE MUST BE  
ATTACHED TO THE DOCUMENT  
DESCRIBED AT RIGHT:

Title or Type of Document Annexation Agreement

Number of Pages 5 Date of Document \_\_\_\_\_

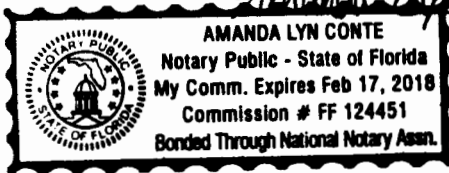
Signers Other Than Named Above NONE

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this July 18, 2014, by  
**RUDOLF G. SWOBODA, President of Durbal, Inc.**  
(Name of person acknowledging and title of position)

Amanda Lyn Conte  
Notary Public signature

Amanda Lyn Conte  
(Name of Notary typed, printed or stamped)



(SEAL ABOVE)

Personally known X or produced identification \_\_\_\_\_

Type of identification produced \_\_\_\_\_

ATTENTION NOTARY: Although the information requested is OPTIONAL, it could prevent fraudulent attachment of this certificate to an unauthorized document.

THIS CERTIFICATE MUST BE  
ATTACHED TO THE DOCUMENT  
DESCRIBED AT RIGHT:

Title or Type of Document Annexation Agreement

Number of Pages 5 Date of Document \_\_\_\_\_

Signers Other Than Named Above NONE

**APPROVED AS TO FORM AND CORRECTNESS:**

By: \_\_\_\_\_  
**JAMES W. DENHARDT, CITY ATTORNEY  
CITY OF PINELLAS PARK**

**ANNEXATION AGREEMENT**

**Durbal, Inc.**

**LEGAL DESCRIPTION**

PARCEL: 16/30/16/69732/400/3610  
LOCATED AT: 5060 110th Avenue North

THAT PORTION OF FARM 36, PINELLAS FARMS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 7, PAGES 4 AND 5, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, LYING IN THE NORTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 16, TOWNSHIP 30 SOUTH, RANGE 16 EAST, BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHEAST ¼ OF SECTION 16, TOWNSHIP 30 SOUTH, RANGE 16 EAST, SAID POINT BEING THE INTERSECTION OF 110<sup>TH</sup> AVENUE AND 52<sup>ND</sup> STREET, RUN NORTH 89°49'42" EAST ALONG THE CENTERLINE OF 110<sup>TH</sup> AVENUE 544.86'; THENCE LEAVING THE CENTERLINE OF 110<sup>TH</sup> AVENUE, RUN SOUTH 00°04'56" WEST 40.00' TO THE SOUTH RIGHT OF WAY LINE OF 110<sup>TH</sup> AVENUE, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE NORTH 89°49'42" EAST ALONG SAID RIGHT OF WAY LINE 75.32'; THENCE LEAVING SAID RIGHT OF WAY LINE, RUN SOUTH 00°04'56" WEST 297.39'; THENCE SOUTH 89°52'08" WEST 75.32; THENCE NORTH 00°04'56" EAST 297.34' TO THE POINT OF BEGINNING.

A PARCEL CONTAINING 0.51 ACRES M.O.L

**PETITION FOR ANNEXATION TO THE CITY OF PINELLAS PARK, FLORIDA**

The undersigned, being the sole OWNER (*"OWNER" is used herein for singular or plural, the singular shall include the plural, and any gender shall include all genders, as context requires*) of the following described real property located within Pinellas County, Florida, hereby consents and agrees to annexation of such property by the City of Pinellas Park, Florida, and further requests the City of Pinellas Park to forthwith undertake annexation proceedings to annex the said real property:

**PARCEL: 16/30/16/69732/400/3610**  
**(Located at 5060 110th Avenue North)**

**THAT PORTION OF FARM 36, PINELLAS FARMS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 7, PAGES 4 AND 5, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, LYING IN THE NORTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 16, TOWNSHIP 30 SOUTH, RANGE 16 EAST, BEING FURTHER DESCRIBED AS FOLLOWS:**

**COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHEAST ¼ OF SECTION 16, TOWNSHIP 30 SOUTH, RANGE 16 EAST, SAID POINT BEING THE INTERSECTION OF 110<sup>TH</sup> AVENUE AND 52<sup>ND</sup> STREET, RUN NORTH 89°49'42" EAST ALONG THE CENTERLINE OF 110<sup>TH</sup> AVENUE 544.86'; THENCE LEAVING THE CENTERLINE OF 110<sup>TH</sup> AVENUE, RUN SOUTH 00°04'56" WEST 40.00' TO THE SOUTH RIGHT OF WAY LINE OF 110<sup>TH</sup> AVENUE, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE NORTH 89°49'42" EAST ALONG SAID RIGHT OF WAY LINE 75.32'; THENCE LEAVING SAID RIGHT OF WAY LINE, RUN SOUTH 00°04'56" WEST 297.39'; THENCE SOUTH 89°52'08" WEST 75.32; THENCE NORTH 00°04'56" EAST 297.34' TO THE POINT OF BEGINNING.**

Containing 0.51 acres MOL

The names and addresses of the undersigned representing all of the legal owners of the above-described property are as follows:

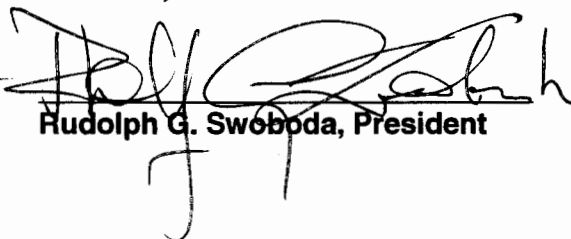
**Durbal, Inc.**  
**Care of: Rudolph G. Swoboda**  
**14115 63rd Way North**  
**Clearwater, FL 33760-3623**


**OWNER'S SIGNATURE:**

**DURBAL, INC.**



**Witness**

  
**Rudolph G. Swoboda, President**



**Witness**



**AX14-18  
ANNEXATION DATA SHEET**

1. **PARCEL:**  
16/30/16/69732/400/3610
2. **OWNER:**  
Durbal, Inc.
3. **STREET ADDRESSES OF PROPERTY:**  
Located at 5060 110<sup>th</sup> Avenue North
4. **SIZE OF PROPERTY:**  
Agreement = 0.51 Acres MOL  
Ordinance = 0.51 Acres MOL
5. **COUNTY ZONING / LAND USE:**  
M-1/IL
6. **CITY ZONING / LAND USE:**  
M-1/IL
7. **EXISTING PROPERTY IMPROVEMENTS:**  
6,174 square foot building
8. **EXISTING BUSINESS ON PROPERTY:**  
1<sup>st</sup> Response Towing & Recovery
9. **EXISTING PROPERTY USE:**  
Commercial
10. **ANNEXATION AGREEMENT PROVISIONS:**
  - ◆ For a period of three (3) years from the date of execution of this Agreement, the City shall waive the City's Business Tax Receipt fees for the use of the Property estimated to be One Hundred Dollars (\$100.00) per year.
11. **OTHER PERTINENT INFORMATION:**  
Contiguous
12. **PROPOSED PROPERTY USE:**  
Same
13. **PROPOSED PROPERTY IMPROVEMENTS:**  
None

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE ANNEXING INTO THE CITY OF PINELLAS PARK, FLORIDA, A CERTAIN PARCEL OF LAND GENERALLY LOCATED AT 5060 110<sup>TH</sup> AVENUE NORTH, LEGALLY DESCRIBED AS ATTACHED HERETO IN EXHIBIT "A" AND MADE A PART HEREOF, LYING WITHIN SECTION 16, TOWNSHIP 30 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA; PROVIDING FOR AMENDMENT OF THE LEGAL DESCRIPTION OF THE CORPORATE BOUNDARIES OF THE CITY OF PINELLAS PARK, FLORIDA; PROVIDING FOR THE ASSIGNMENT OF CITY ZONING CLASSIFICATION; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS OF ORDINANCES CONFLICTING HERewith; PROVIDING FOR AN EFFECTIVE DATE. (DURBAL, INC AX14-18)

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WHEREAS, the Owner of a certain parcel of land lying in an unincorporated area of Pinellas County, Florida, and contiguous to the City of Pinellas Park have petitioned City Council requesting that said land be annexed into the City of Pinellas Park, Florida; and

WHEREAS, all requirements of Florida Statutes, Chapter 171, pertaining to the voluntary annexation have been complied with.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PINELLAS PARK, PINELLAS COUNTY, FLORIDA, AS FOLLOWS:

SECTION ONE: That the land lying in an unincorporated area of Pinellas County, Florida, and contiguous to the City of Pinellas Park, generally located at 5060 110<sup>th</sup> Avenue North, and legally described as attached hereto in Exhibit "A" and made a part hereof, lying within Section 16, Township 30 South, Range 16 East, Pinellas County, Florida, is hereby annexed into the City of Pinellas Park.

SECTION TWO: That the legal description of the corporate boundaries of the City of Pinellas Park, Florida, is hereby amended to include the land herein annexed. The legal description of the City of Pinellas Park, Florida, contained in the City Charter, and all official City maps and other official documents shall be amended accordingly.

SECTION THREE: That the land herein annexed shall be assigned the City zoning classification of M-1 which is the closest compatible to the County M-1 zoning on the subject parcel at the time of annexation.

SECTION FOUR: That the City Zoning Map is hereby amended to conform to the provisions of this Ordinance.

SECTION FIVE: That all Ordinances or parts of Ordinances in conflict with the provisions of this Ordinance be, and they are hereby, repealed insofar as the same affects this Ordinance.

SECTION SIX: That this Ordinance shall become effective immediately upon its final passage and adoption.

FIRST READING \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014

PUBLISHED MAP & TITLE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014

PUBLISHED MAP ONLY \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014

PUBLIC HEARING \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014

PASSED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014

ATTEST:

\_\_\_\_\_  
**SANDRA L. BRADBURY, MAYOR**

\_\_\_\_\_  
**DIANE M. CORNA, MMC, CITY CLERK**

## ANNEXATION ORDINANCE LEGAL

### **Durbal, Inc. AX14-18**

PARCEL: 16/30/16/69732/400/3610

Located at 5060 110<sup>th</sup> Avenue North

THAT PORTION OF FARM 36, PINELLAS FARMS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 7, PAGES 4 AND 5, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, LYING IN THE NORTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 16, TOWNSHIP 30 SOUTH, RANGE 16 EAST, BEING FURTHER DESCRIBED AS FOLLOWS:

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A PARCEL CONTAINING 0.51 ACRES M.O.L.



16-30-16-69732-400-3610  
5060 110<sup>th</sup> Avenue North

AX14-18

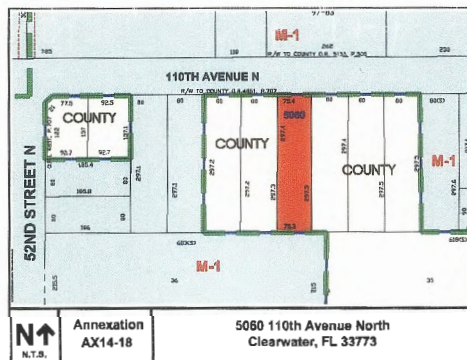


**CITY OF PINELLAS PARK  
NOTICE OF PUBLIC HEARING**

Notice is hereby given that the City Council of Pinellas Park, Florida, will hold a **PUBLIC HEARING** upon **ORDINANCE NO. 3892** at City Hall, 5141 78th Avenue, Pinellas Park, Florida on the **28<sup>th</sup>** day of **AUGUST 2014**, at 7:30 P.M., the title of said item being as follows:

**ORDINANCE NO. 3892**

**AN ORDINANCE ANNEXING INTO THE CITY OF PINELLAS PARK, FLORIDA, A CERTAIN PARCEL OF LAND GENERALLY LOCATED AT 5060 110<sup>TH</sup> AVENUE NORTH, LEGALLY DESCRIBED AS ATTACHED HERETO IN EXHIBIT "A" AND MADE A PART HEREOF, LYING WITHIN SECTION 16, TOWNSHIP 30 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA; PROVIDING FOR AMENDMENT OF THE LEGAL DESCRIPTION OF THE CORPORATE BOUNDARIES OF THE CITY OF PINELLAS PARK, FLORIDA; PROVIDING FOR THE ASSIGNMENT OF CITY ZONING CLASSIFICATION; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS OF ORDINANCES CONFLICTING HERewith; PROVIDING FOR AN EFFECTIVE DATE. (DURBAL, INC AX14-18)**



These documents are available for review in the City Clerk's Office. Interested parties are invited to attend this meeting and be heard. If a person decides to appeal any decision made by the board, agency or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Physically handicapped person who require special assistance or accommodations to attend the hearing should contact the City in writing at least 48 hours in advance to ensure that such accommodations are made available.

**DIANE M. CORNA, MMC  
CITY CLERK  
CITY OF PINELLAS PARK**

To be published in the St. Petersburg Times – Local News Section

on the following date(s) Friday August 15, 2014 and Friday August 22, 2014

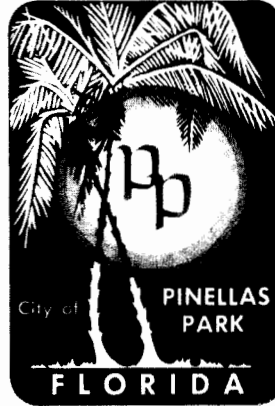
Date: Thursday, July 17, 2014

City of

# PINELLAS PARK

5141 78TH AVE. • P.O. BOX 1100

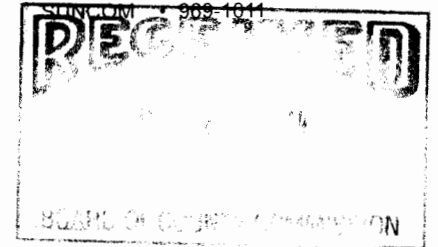
PINELLAS PARK, FL 33780-1100



## FLORIDA

PHONE • (727) 541-0700

FAX • (727) 544-7448



July 16, 2014

Board of County Commissioners  
Pinellas County  
315 Court Street  
Clearwater, FL 33756

RE: SUBMITTAL OF VOLUNTARY ANNEXATION PETITION TO PINELLAS COUNTY

Please be advised that the City of Pinellas Park is proceeding with the voluntarily annexation of the following property. The first reading of the annexation ordinance will be at the 8/14/2014, City Council Meeting:

Owner:	Glen R. Walker, Janet A. Walker & Marc N. Walker
Address:	6006 107 <sup>th</sup> Avenue North
Parcel:	17/30/16/33399/000/0200
Land Use Map Designation:	County = RL City = RL
Ordinance No. (to be assigned):	First Reading — 8/14/2014 Public Hearing — 8/28/2014

Copies of the petition, annexation ordinance, legal description, and map are enclosed. Please feel free to contact me personally if further information is required.

Sincerely,

Shannon Coughlin  
Community Development Analyst  
City of Pinellas Park, FL  
(727) 541-0702

RECEIVED  
BOARD OF  
2014 JUL 22 PM 2:44  
BOARD OF COUNTY  
COMMISSIONERS  
PINELLAS COUNTY FLORIDA



PRINTED ON RECYCLED PAPER

## **ANNEXATION AGREEMENT**

**THIS AGREEMENT** made and entered into this 15 day of July, 2014, by and between the **CITY OF PINELLAS PARK, FLORIDA**, a municipal corporation, hereinafter called the "CITY" and **GLEN R. WALKER, JANET A. WALKER AND MARC N. WALKER**, hereinafter called the "OWNER". (*"OWNER" is used herein for singular or plural, the singular shall include the plural, and any gender shall include all genders, as context requires.*) "CITY" and "OWNER" are hereinafter collectively referred to as the "Parties" hereto. This Agreement shall be deemed to be entered into, dated and effective upon its execution by the Mayor and approved by the City Attorney of Pinellas Park, after City Council action approving of this Agreement.

**WHEREAS**, the OWNER fully warrants that he is the fee simple OWNER of the real property described in Exhibit "A" attached hereto (hereinafter referred to as "Property"), which is presently located in an unincorporated area of Pinellas County; and

**WHEREAS**, the Parties have determined that annexation of the Property would be beneficial to both Parties, and the Property currently (does X or does not   ) meet the requirements for voluntary annexation into the CITY as required by Florida Statutes, Chapter 171; and

**WHEREAS**, the OWNER desires that the Property be annexed into the municipal boundaries of the CITY, and the CITY desires to annex the Property.

**NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged by both Parties, it is hereby agreed by and between the Parties as follows:

1. All of the above recitals are incorporated herein and made a part hereof.
2. The OWNER shall forthwith execute and deliver to the CITY a Petition for Voluntary Annexation in accordance with Florida Statutes, Chapter 171. Further, the OWNER shall, when requested to do so by the CITY, perform all such actions as may be necessary to execute and complete the Voluntary Annexation by the CITY of the Property. The CITY shall, after the completion of such actions, commence the appropriate voluntary annexation proceedings.
3. Prior to annexation of the said Property by the CITY, the OWNER shall be permitted to commence and/or to proceed with the development of the said Property in strict accordance with the legal requirements of Pinellas County, Florida. However, upon annexation, all further or continuing development of the said Property (regardless of when the same is commenced) shall strictly comply with all applicable CITY ordinances, resolutions, and codes, including site plan review procedures for each individual structure. Nothing herein shall be construed to excuse or release OWNER from compliance with the applicable laws, rules, and regulations of any other governmental entities, including but not limited to legal requirements for obtaining environmental permits.
4. At the time of annexation, the CITY will convert the then-existing County zoning of R-6 and land use classification of RL to the CITY zoning of T-1 and land use classification of RL.
5. At the time of annexation of residential property into the City of Pinellas Park, the OWNER shall contact the CITY's Utility Billing Division, within fourteen (14) days, to establish customer solid waste and recycling collection services or, where applicable, shall expeditiously notify



all renters who are responsible for establishing their own utility services of the necessity to contact the CITY's Utility Billing Division to establish customer solid waste and recycling collection services. Details regarding solid waste collection service days will be supplied to the contracting customer at the time service has been established with the CITY. Also, arrangements will be made at that time to have a recycling container delivered to the property at no charge to the customer. The recycling containers will remain the property of the City of Pinellas Park. There will be no deposit required for CITY utilities on owner-occupied properties.

6. Nothing in this Agreement or otherwise shall be construed as requiring the CITY to construct or install any water or sanitary sewer lines or other improvements of any kind upon the above-referenced Property. The OWNER shall install water or sanitary sewer lines without cost to or reimbursement from the City.

**The following constitute the special provisions herein:**

7. For a period of twelve (12) months from the date of execution of this Agreement, the CITY shall waive all CITY land development fees applicable for the construction of a new single-family home on the property. This waiver of fees is estimated to be, and not to exceed, Three Thousand Dollars (\$3,000.00).

**The following constitute miscellaneous provisions herein:**

8. The OWNER further acknowledges that this Agreement shall be recorded in the Public Records of Pinellas County, Florida, and shall constitute a covenant running with the Property.

9. This Agreement shall be binding upon the Parties, their successors, assigns, and legal representatives; provided, however, that nothing herein shall be construed to prevent the sale or other transfer of the Property by OWNER or any of its successors in title subject to the provisions hereof.

10. This document embodies the whole agreement of the Parties. There are no promises, terms, conditions, or allegations by either Party other than those contained herein; and this document shall supersede all previous communications, representations, and/or agreements, whether written or verbal between the Parties hereto. This Agreement may be modified only in writing executed by the Parties and/or their successors in title, as the case may be.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed on the day and year first above written.

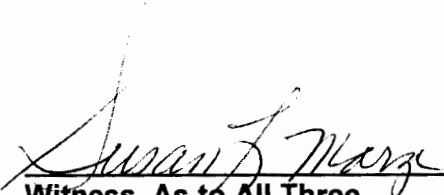
**CITY OF PINELLAS PARK, FLORIDA**

\_\_\_\_\_  
**SANDRA L. BRADBURY, MAYOR**

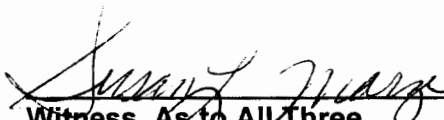
**ATTEST:**

\_\_\_\_\_  
**DIANE M. CORNA, MMC, CITY CLERK**

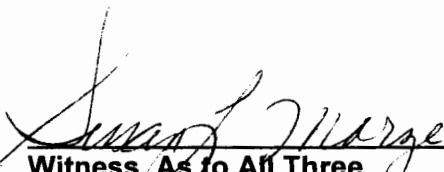
**OWNER:**

  
\_\_\_\_\_  
**Witness, As to All Three**

  
\_\_\_\_\_  
**GLEN R. WALKER, Owner**

  
\_\_\_\_\_  
**Witness, As to All Three**

  
\_\_\_\_\_  
**JANET A. WALKER, Owner**

  
\_\_\_\_\_  
**Witness, As to All Three**

  
\_\_\_\_\_  
**MARC N. WALKER, Owner**

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this \_\_\_\_\_, 2014, by  
**SANDRA L. BRADBURYR, Mayor, and DIANE M. CORNA, MMC, City Clerk, of the CITY OF  
PINELLAS PARK, FLORIDA, a municipal corporation, on behalf of whom the instrument was executed.**

\_\_\_\_\_  
Notary Public signature

\_\_\_\_\_  
(Name of Notary typed, printed or stamped)

(SEAL ABOVE)

Personally known \_\_\_\_\_ or produced identification \_\_\_\_\_

Type of identification produced \_\_\_\_\_

ATTENTION NOTARY: Although the information requested is OPTIONAL, it could prevent fraudulent attachment of this certificate to an unauthorized document.

THIS CERTIFICATE MUST BE  
ATTACHED TO THE DOCUMENT  
DESCRIBED AT RIGHT:

Title or Type of Document Annexation Agreement

Number of Pages 5 Date of Document \_\_\_\_\_

Signers Other Than Named Above NONE

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 15th day of July, 2014, by  
**GLEN R. WALKER, JANET A. WALKER AND MARC N. WALKER, Owners** (Name of persons  
acknowledging and title of position)

Shannon D. Coughlin  
Notary Public signature

Shannon D. Coughlin  
(Name of Notary typed, printed or stamped)



(SEAL ABOVE)

Personally known X or produced identification \_\_\_\_\_

Type of identification produced \_\_\_\_\_

ATTENTION NOTARY: Although the information requested is OPTIONAL, it could prevent fraudulent attachment of this certificate to an unauthorized document.

THIS CERTIFICATE MUST BE  
ATTACHED TO THE DOCUMENT  
DESCRIBED AT RIGHT:

Title or Type of Document Annexation Agreement

Number of Pages 5 Date of Document \_\_\_\_\_

Signers Other Than Named Above NONE

**APPROVED AS TO FORM AND CORRECTNESS:**

By: \_\_\_\_\_  
**JAMES W. DENHARDT, CITY ATTORNEY**

**ANNEXATION AGREEMENT**

**GLEN R. WALKER, JANET A. WALKER AND MARC N. WALKER**

**LEGAL DESCRIPTION**

**PARCEL: 17/30/16/33399/000/0200**  
**(Located at 6006 107<sup>th</sup> Avenue North)**

LOT 20, GREENTREE MANOR, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 68, PAGE 23, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS: FROM THE NORTHWEST CORNER OF LOT 20, GREENTREE MANOR, FURTHER DESCRIBED ABOVE, SAID POINT BEING THE POINT OF BEGINNING, RUN SOUTH 00°17'07" WEST 100.00'; THENCE SOUTH 89°41'01" EAST 60.00' TO THE WEST RIGHT OF WAY LINE OF 60<sup>th</sup> STREET NORTH; THENCE NORTH 00°17'07" EAST ALONG SAID RIGHT OF WAY LINE 100.00' TO THE SOUTH RIGHT OF WAY LINE OF 107<sup>th</sup> AVENUE NORTH, THENCE LEAVING THE WEST RIGHT OF WAY LINE OF 60<sup>th</sup> STREET, RUN NORTH 89°41'01" WEST ALONG THE SOUTH RIGHT OF WAY LINE OF 107<sup>th</sup> AVENUE 60.00' TO THE POINT OF BEGINNING.

A PARCEL CONTAINING 0.14 ACRES M.O.L.

**PETITION FOR ANNEXATION TO THE CITY OF PINELLAS PARK, FLORIDA**

The undersigned, being the sole OWNER ("OWNER" is used herein for singular or plural, the singular shall include the plural, and any gender shall include all genders, as context requires) of the following described real property located within Pinellas County, Florida, hereby consents and agrees to annexation of such property by the City of Pinellas Park, Florida, and further requests the City of Pinellas Park to forthwith undertake annexation proceedings to annex the said real property:

**PARCEL: 17/30/16/33399/000/0200**  
**(Located at 6006 107<sup>th</sup> Avenue North)**

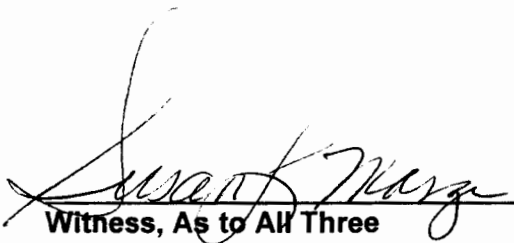
**GREENTREE MANOR, LOT 20**

Containing 0.14 acres MOL

The names and addresses of the undersigned representing all of the legal owners of the above-described property are as follows:

**Glen R. Walker, Janet A. Walker and Marc N. Walker**  
**5927 111<sup>th</sup> Place**  
**Pinellas Park, FL 33782-2105**  
**(727) 510-4647**

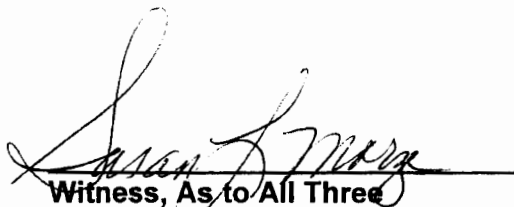
**OWNER:**

  
 Witness, As to All Three

  
 GLEN R. WALKER, Owner

  
 Witness, As to All Three

  
 JANET A. WALKER, Owner

  
 Witness, As to All Three

  
 MARC N. WALKER, Owner

## ANNEXATION DATA SHEET

1. **PARCEL:**  
17/30/16/33399/000/0200
2. **OWNER:**  
Glen R. Walker, Janet A. Walker and Marc N. Walker
3. **STREET ADDRESSES OF PROPERTY:**  
Located at 6006 107<sup>th</sup> Avenue North
4. **SIZE OF PROPERTY:**  
Agreement = 0.14 Acres MOL  
Ordinance = 0.14 Acres MOL
5. **COUNTY ZONING / LAND USE:**  
R-6 / RL
6. **CITY ZONING / LAND USE:**  
T-1 / RL
7. **EXISTING PROPERTY IMPROVEMENTS:**  
Mobile home
8. **EXISTING BUSINESS ON PROPERTY:**  
None
9. **EXISTING PROPERTY USE:**  
Residential
10. **ANNEXATION AGREEMENT PROVISIONS:**
  - ♦ For a period of twelve (12) months from the date of execution of this Agreement, the City shall waive all City land development fees applicable for the placement of a new mobile or modular home, or the construction of a new single-family home, on the currently vacant property. This waiver of fees is estimated to be, and not to exceed, Three Thousand Dollars (\$3,000.00).
11. **OTHER PERTINENT INFORMATION:**  
Contiguous
12. **PROPOSED PROPERTY USE:**  
Same
13. **PROPOSED PROPERTY IMPROVEMENTS:**  
New single-family home

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE ANNEXING INTO THE CITY OF PINELLAS PARK, FLORIDA, A CERTAIN PARCEL OF LAND GENERALLY LOCATED AT 6006 107<sup>TH</sup> AVENUE NORTH, LEGALLY DESCRIBED AS ATTACHED HERETO IN EXHIBIT "A" AND MADE A PART HEREOF, LYING WITHIN SECTION 17, TOWNSHIP 30 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA; PROVIDING FOR AMENDMENT OF THE LEGAL DESCRIPTION OF THE CORPORATE BOUNDARIES OF THE CITY OF PINELLAS PARK, FLORIDA; PROVIDING FOR THE ASSIGNMENT OF CITY ZONING CLASSIFICATION; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS OF ORDINANCES CONFLICTING HERewith; PROVIDING FOR AN EFFECTIVE DATE. (Glen R. Walker, Janet A. Walker & Marc N. Walker AX14-19)

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WHEREAS, the Owner of a certain parcel of land lying in an unincorporated area of Pinellas County, Florida, and contiguous to the City of Pinellas Park have petitioned City Council requesting that said land be annexed into the City of Pinellas Park, Florida; and

WHEREAS, all requirements of Florida Statutes, Chapter 171, pertaining to the voluntary annexation have been complied with.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PINELLAS PARK, PINELLAS COUNTY, FLORIDA, AS FOLLOWS:

SECTION ONE: That the land lying in an unincorporated area of Pinellas County, Florida, and contiguous to the City of Pinellas Park, generally located at 6006 107th Avenue North, and legally described as attached hereto in Exhibit "A" and made a part hereof, lying within Section 17, Township 30 South, Range 16 East, Pinellas County, Florida, is hereby annexed into the City of Pinellas Park.

SECTION TWO: That the legal description of the corporate boundaries of the City of Pinellas Park, Florida, is hereby amended to include the land herein annexed. The legal description of the City of Pinellas Park, Florida, contained in the City Charter, and all official City maps and other official documents shall be amended accordingly.

SECTION THREE: That the land herein annexed shall be assigned the City zoning classification of T-1 which is the closest compatible to the County R-6 Residential zoning on the subject parcel at the time of annexation.

SECTION FOUR: That the City Zoning Map is hereby amended to conform to the provisions of this Ordinance.

SECTION FIVE: That all Ordinances or parts of Ordinances in conflict with the provisions of this Ordinance be, and they are hereby, repealed insofar as the same affects this Ordinance.

SECTION SIX: That this Ordinance shall become effective immediately upon its final passage and adoption.

FIRST READING \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014

PUBLISHED MAP & TITLE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014

PUBLISHED MAP ONLY \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014

PUBLIC HEARING \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014

PASSED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014

ATTEST:

\_\_\_\_\_  
**SANDRA L. BRADBURY, MAYOR**

\_\_\_\_\_  
**DIANE M. CORNA, MMC, CITY CLERK**



## **ANNEXATION ORDINANCE LEGAL**

**Glen R. Walker, Janet A. Walker & Marc N. Walker -AX14-19**

**PARCEL: 17/30/16/33399/000/0200**

**Located at: 6006 107th Avenue North**

LOT 20, GREENTREE MANOR, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 68, PAGE 23, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS:  
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A PARCEL CONTAINING 0.14 ACRES M.O.L.



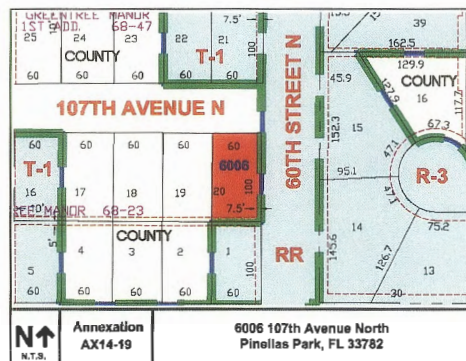
**CITY OF PINELLAS PARK  
NOTICE OF PUBLIC HEARING**

Notice is hereby given that the City Council of Pinellas Park, Florida, will hold a **PUBLIC HEARING** upon **ORDINANCE NO. 3893** at City Hall, 5141 78th Avenue, Pinellas Park, Florida on the **28<sup>th</sup>** day of **AUGUST 2014**, at 7:30 P.M., the title of said item being as follows:

**ORDINANCE NO. 3893**

AN ORDINANCE ANNEXING INTO THE CITY OF PINELLAS PARK, FLORIDA, A CERTAIN PARCEL OF LAND GENERALLY LOCATED AT 6006 107<sup>TH</sup> AVENUE NORTH, LEGALLY DESCRIBED AS ATTACHED HERETO IN EXHIBIT "A" AND MADE A PART HEREOF, LYING WITHIN SECTION 17, TOWNSHIP 30 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA; PROVIDING FOR AMENDMENT OF THE LEGAL DESCRIPTION OF THE CORPORATE BOUNDARIES OF THE CITY OF PINELLAS PARK, FLORIDA; PROVIDING FOR THE ASSIGNMENT OF CITY ZONING CLASSIFICATION; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS OF ORDINANCES CONFLICTING HERewith; PROVIDING FOR AN EFFECTIVE DATE.

(GLEN R. WALKER, JANET A. WALKER & MARC N. WALKER AX14-19)



These documents are available for review in the City Clerk's Office. Interested parties are invited to attend this meeting and be heard. If a person decides to appeal any decision made by the board, agency or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Physically handicapped person who require special assistance or accommodations to attend the hearing should contact the City in writing at least 48 hours in advance to ensure that such accommodations are made available.

**DIANE M. CORNA, MMC  
CITY CLERK  
CITY OF PINELLAS PARK**

To be published in the St. Petersburg Times – Local News Section

on the following date(s) Friday August 15, 2014 and Friday August 22, 2014

Date: Thursday, July 17, 2014