

The following enclosed application must be completed and returned with all the required exhibits. Once staff receives the agreement the following steps take place:

- > Staff verifies that all the information on the annexation agreement and petition for annexation has been filled out and notarized correctly
- ➤ Once everything is verified the following routing process takes place:

Planning Technician → Community Development Director → City Attorney/Assistant City Attorney → City Manager.

- Once all the appropriate signatures are affixed the annexation agreement is recorded by the City Clerk's office and a copy is mailed to you. Having the agreement in place allows you to receive City services such as in-City sewer rates and access to garbage pick-up in the mean time until the actual annexation takes place
- At a future date when staff has determined that your property is contiguous to land in the City, staff will begin the annexation process
- ➤ Notice is given to the property owner, Pinellas County and the Board of County Commissioners
- All City departments review the annexation to determine it will not create any negative impacts
- ➤ The annexation is taken to City Commission in the form of an ordinance for two separate readings; a first reading and a public hearing. The property owner does not need to attend
- ➤ If the annexation is approved on second reading, then the next day the property will officially be a part of the City of Largo. You will have complete access to all City services at this time including being serviced by Largo Police Department.

If you have additional questions please visit our Frequently Asked Questions page at www.Largo.com/Annexation.



Please complete the following information sheet along with the annexation agreement and petition for annexation. Remember to have your signatures witnessed and notarized. Return all enclosures to the following addresse:

Attn: Isabella Nunez Community Development Department City of Largo PO BOX 296 Largo, FL 33779-9832

## **Information Sheet**

Property Owner(s):		
Name(s):		
Property Address:		
City:	State:	Zip-Code:
If the mailing address is the sam	ne as the property address	s write 'same',
Mailing Address:		
City:	State:	Zip-Code:
Telephone:		
E-mail Address:		
Preferred method of contact:	Mail Email	Telephone

PREPARED BY: City Attorney AND RETURN TO: Community Development / City of Largo Post Office Box 296 Largo, Florida 33779-0296





#### **ANNEXATION AGREEMENT**

This Annexation Agreement (AGREEMENT) is made and enter	ered into this $_{}$ day of $_{}$	, 20
between the CITY OF LARGO, FLORIDA, a municipal corporation	of the State of Florida, 201	Highland Avenue
Largo, Florida, (CITY) and		
(OWNER), together hereinafter referred to as the (PARTIES).	Name and Primary Mailing Address	

#### **RECITALS**

WHEREAS, the OWNER fully warrants that the OWNER holds fee simple title to the real property located in an unincorporated area of Pinellas County, Florida, and being more particularly described on Exhibit "A" (PROPERTY) which is attached hereto and made a part hereof; and

WHEREAS, the OWNER is desirous that the PROPERTY be annexed into the municipal boundaries of the CITY, and the CITY wishes to annex the PROPERTY; and

WHEREAS, the OWNER is willing to execute a document pursuant to Ch. 171, Fla. Stat., (PETITION) to facilitate the voluntary annexation of said PROPERTY in satisfaction of Ch. 171, Fla. Stat.

#### **AGREEMENT**

NOW, THEREFORE, in consideration of the mutual promises contained herein and other valuable considerations, receipt of which is hereby acknowledged, the PARTIES agree as follows:

- 1. The foregoing recitals are true and correct and are incorporated herein and made a part hereof.
- 2. The OWNER hereby warrants, covenants, and agrees as follows:
  - A. OWNER possesses fee simple title to the PROPERTY and, as such, has the full right and lawful authority to enter into this AGREEMENT.
  - B. OWNER, as soon as the subject PROPERTY becomes eligible for annexation into the CITY pursuant to Ch. 171, Fla. Stat., shall immediately execute and deliver to the CITY a PETITION for voluntary annexation of the PROPERTY into the CITY in accordance with the provisions of Ch. 171, Fla. Stat.
  - C. If the OWNER fails to timely execute and deliver the PETITION for voluntary annexation, the CITY may initiate annexation proceedings on behalf of and as agent for the OWNER. The PARTIES understand that action pursuant to this subparagraph constitutes a voluntary annexation of the PROPERTY. The PARTIES further agree that the OWNER does hereby make, constitute, and appoint the CITY and its appropriate officials or employees as agent for the OWNER for the purpose of filing the PETITION for voluntary annexation pursuant to this paragraph. The CITY shall give the OWNER not less than thirty (30) days to file the PETITION for voluntary annexation and shall, upon the OWNER'S failure to file said PETITION with the CITY within the allotted time period, file such PETITION as agent for the OWNER.
  - D. OWNER agrees not to request annexation of nor grant the right to annex the PROPERTY into any municipal corporation other than the CITY.

- 3. The CITY hereby covenants and agrees as follows:
  - A. When CITY sanitary sewer is available to the PROPERTY, the in-CITY sanitary sewer connection charges shall be applied to the PROPERTY in accordance with Section 23-85 of the CITY'S Code of Ordinances, as may be amended from time to time. The CITY agrees to waive the non-reimbursable portion of the Capacity to Serve Determination fee for the sewer connection. The OWNER is responsible for the refundable portion of the Capacity to Serve Determination fee.
  - B. In-CITY monthly sanitary sewer rates shall be applied to the PROPERTY in accordance with Section 23-84 (c) of the CITY's Code of Ordinances, as may be amended from time to time.
  - C. The provisions of Paragraphs 3A and B above pertain only to properties located within the CITY sanitary sewer district.
  - D. The CITY has been requested by the OWNER to provide solid waste collection service for the PROPERTY prior to actual annexation of the PROPERTY into the CITY. When the CITY has the ability to provide said service, it will do so in accordance with the provisions of the CITY Codes, Ordinances, and operating practices of the Solid Waste Collection Division prior to and after the annexation of the PROPERTY.
  - E. OWNER and individuals legally dwelling on the OWNER's PROPERTY will be given the in-CITY rate for participation in any of the CITY's recreation programs.
- 4. The PARTIES agree that mandamus, specific performance, or injunctive relief (either prohibitory or mandatory, both temporary or permanent) are the appropriate remedies in the event of breach, whether actual or anticipatory, of this AGREEMENT. In the event of any litigation arising out of this AGREEMENT, the prevailing party shall be entitled to recover its costs, including reasonable attorney's fees.
- 5. This AGREEMENT shall be binding upon, and inure to the benefit of, the PARTIES and their respective heirs, successors, or assigns, and shall run with the land. This AGREEMENT will be recorded in the Public Records of Pinellas County, Florida.
- 6. Nothing in this AGREEMENT shall be construed as requiring the CITY, at its sole expense, to construct or install any sanitary sewer lines or other improvements of any kind upon the PROPERTY or extend such public improvements to service the PROPERTY.
- 7. Prior to the effective date of the annexation of the PROPERTY, the CITY reserves the right to periodically review this AGREEMENT and cancel same at its sole discretion. Provided, however, prior to such cancellation, the CITY will notify the property owner of record of the cancellation. The notification of cancellation of this AGREEMENT shall be deemed completed upon mailing the notice of cancellation, and all terms, conditions and provisions of the AGREEMENT shall be null and void.
- 8. This AGREEMENT embodies all agreements and representations of the PARTIES. There are no promises, terms, conditions, or allegations other than those contained herein; and this AGREEMENT supersedes all previous communications, representations, and agreements, whether written or verbal, between the PARTIES. This AGREEMENT may be modified only in writing and executed by all PARTIES.
- 9. This AGREEMENT may be executed in one or more counterparts, each of which when executed and delivered, shall be an original, but all such counterparts shall constitute one and the same instrument.

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

OWNER:		WITNESS:	
By (Signature):		By (Signature):	
Print Name:		Print Name:	
	OWNER NOTAR	IZATION: INDIVIDUA	<u>NL</u>
COUNTY OF _			
The foregoing in this	nstrument was acknowledged before	me by [ ] physical	presence or [ ] online notarization,
		by	, who
is personally kn	own to me or who has produced		as identification.
		 Notary Pub	olic Signature
		Notary Pub	olic Print Name
		Title or Rai	nk
		Serial num	ber, if any

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

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By (Signature):		By (Signature):	
Print Name:		Print Name:	
	OWNER NOTAR	IZATION: INDIVIDUA	<u>NL</u>
COUNTY OF _			
The foregoing in this	nstrument was acknowledged before	me by [ ] physical	presence or [ ] online notarization,
		by	, who
is personally kn	own to me or who has produced		as identification.
		 Notary Pub	olic Signature
		Notary Pub	olic Print Name
		Title or Rai	nk
		Serial num	ber, if any

## **CITY OF LARGO**

BY:	REVIEWED AND APPROVED BY:	
Henry P. Schubert, City Manager	City Attorney	
ATTEST:	REVIEWED BY:	
Diane Bruner, City Clerk	Carol Stricklin, AICP,	
	Community Development Director	
STATE OF FLORIDA COUNTY OF PINELLAS		
The foregoing instrument was acknowledged before me HENRY P. SCHUBERT, as City Manager of the CITY Cacknowledged before me that he executed the instrume me.	DF LARGO, FLORIDA, a municipal corporation, and he	
My commission expires:	Notary Public Signature	
(Notary Seal)		
	Notary Public Print Name	

## EXHIBIT "A"

#### **PROPERTY**

Parcel Identification Number(s):				
Legal Description:				
	ACCORDING TO	THE MAP OF	R PLAT THE	REOF AS
RECORDED IN PLAT BOOK, PAGE	_, OF THE PUBLIC	RECORDS O	F PINELLAS	COUNTY,
FLORIDA.				
Address of which is commonly known as:				

## PETITION FOR ANNEXATION TO THE CITY OF LARGO, FLORIDA

The undersigned, being the sole owner(s) of the following described real property located within Pinellas County, Florida, hereby consent and agree to annexation of such property by the City of Largo, and further request the City of Largo to forthwith undertake annexation proceedings to annex the following described real property:

LEGAL DESCRIPTION: SEE ATTACHED EXHIBIT "A"
PARCEL IDENTIFICATION NUMBER:
ADDRESS OF WHICH IS COMMONLY KNOWN AS:

OWNER:			WITNESS:		
By (Signature):			By (Signature):		
Print Name:			Print Name:		
	OWNER	NOTARIZAT	ΓΙΟΝ: INDIVIDUA	L	
STATE OF					
COUNTY OF _					
The foregoing in	strument was acknowledged	pefore me by	[ ] physical pres	sence or [ ]	online notarization, this
		by			, who
is personally kno	own to me or who has produce	ed		a	s identification.
			Notary Public	Signature	
			Notary Public	Print Name	
			Title or Rank		
			Serial number	er, if any	

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ADDRESS OF WHICH IS COMMONLY KNOWN AS:

OWNER:			WITNESS:		
By (Signature):			By (Signature):		
Print Name:			Print Name:		
	OWNER	NOTARIZAT	ΓΙΟΝ: INDIVIDUA	L	
STATE OF					
COUNTY OF _					
The foregoing in	strument was acknowledged	pefore me by	[ ] physical pres	sence or [ ]	online notarization, this
		by			, who
is personally kno	own to me or who has produce	ed		a	s identification.
			Notary Public	Signature	
			Notary Public	Print Name	
			Title or Rank		
			Serial number	er, if any	