

EXHIBIT B
AX 2025-00003

ANNEXATION AGREEMENT AND PETITION

THIS AGREEMENT made and entered into this ____ day of _____, 2025, by and between the **CITY OF PINELLAS PARK**, a municipal corporation, whose mailing address is P.O. Box 1100, Pinellas Park, FL 33780 hereinafter referred to as "CITY", and **Lien Tran and Mai Dao**, hereinafter referred to as "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.

WITNESSETH:

WHEREAS, the OWNER fully warrants that it is the fee simple OWNER of the real property located at 3355 70th AVENUE NORTH, Tax Parcel Identification Number 26-30-16-00000-330-0800 and more particularly described and depicted in Exhibit "1" 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 Chapter 171, Florida Statutes; and

WHEREAS, the OWNER desires that the Property be annexed into the municipal boundaries of the City of Pinellas Park, and the CITY desires to annex the Property (Case No. AX-2025-00003).

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 true and correct and are hereby incorporated herein and made a part hereof.

EXHIBIT B
AX 2025-00003

2. The decision to annex the OWNER'S Property is a legislative act of the CITY which is, and shall remain, within the exclusive legislative discretion of the CITY and this Agreement may not be enforced to require the CITY to annex the subject Property. In the event that the CITY shall legislatively determine not to annex the Property, the Parties shall be relieved of any further performance hereunder. In such event this Agreement shall have no continuing force and effect, and all parties shall be fully released without obligation to, liability to, or responsibility to either of them for any further performance or monetary damages arising from this Agreement.
3. The OWNER represents and warrants to the CITY that there are no liens, mortgages or other encumbrances on the Property that, if foreclosed, will cause any portion of this Agreement to be ineffective relative to the OWNER'S obligations to otherwise perform the OWNER'S obligations under this Agreement. If, for any reason, any obligation of the OWNER shall be deemed void, unenforceable or ineffective because of the presence of a lien or encumbrance against the Property, any further obligation of the CITY to perform under this Agreement as to the OWNER, or to provide any other benefit to be derived by the OWNER from the terms of this Agreement shall be null and void and in no further force and effect. It shall be the OWNER'S obligation to provide the necessary subordination or other documentation upon the execution of this Agreement to fully waive or otherwise subordinate the interest or any mortgagees, lienholders or other persons or entities having liens, property interests or encumbrances upon the Property.
4. None of the provisions of this Agreement shall be deemed in any manner to amend, modify or otherwise change any of the provisions or regulations or ordinances of the City of Pinellas Park or any other governmental agency or to allow a performance standard less than is otherwise required under the terms of those regulations or ordinances. Nothing contained in this Agreement shall be deemed to limit, in any manner whatsoever, the right of the City Council, now or in the future, to amend its development regulations, building codes, zoning codes, land use plans, or in any way preclude the City Council from enacting laws and ordinances for the protection of the public health, safety and welfare in a manner that could otherwise do if this Agreement had never been executed and was not in existence.
5. This Annexation Agreement and corresponding Petition meet the prerequisites for

EXHIBIT B
AX 2025-00003

voluntary annexation in accordance with Section 171.044, Florida Statutes. 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.

6. 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.
7. The City Council, acting in its legislative capacity and within its discretion, shall apply such zoning and land use designations to the Property as it deems appropriate and in accordance with the nature of the Property to be annexed herein. The said zoning and land use designation shall be applied to the Property following the effective date of the annexation of the Property. The City Council is presently considering the adoption of Ordinance _____ amending the land use designation on the subject Property to Residential Low Medium (RLM). Simultaneously the City Council is considering the adoption of Ordinance _____ zoning the said Property following annexation to Duplex Residential (R-4). The said ordinances will be considered for adoption subsequent to the annexation of the Property into the City of Pinellas Park and shall be entirely within the legislative discretion of the City Council following public hearings on the subject land use plan designation and zoning designation and shall be and shall remain entirely within the legislative discretion of the City Council and nothing in this Agreement shall bind the City Council to the adoption of the above named ordinances relative to the specific land use plan designation or zoning designation to be applied to the Property. Both Parties recognize that the CITY cannot adopt land use plan designation ordinances or zoning ordinances until the Property is annexed into the City of Pinellas

EXHIBIT B
AX 2025-00003

- Park. In the event that for any reason Ordinance _____ and Ordinance _____ are not adopted to assign a land use designation of Residential Low Medium (RLM) and a zoning designation of Duplex Residential (R-4) to the Property, the parties will mutually cooperate to attempt to return the parties to their positions that they occupied prior to the annexation of the Property and entry into this Agreement.
8. 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. Should it become necessary for the City to extend water or sanitary sewer lines to the Property line to meet the needs of the Owner the Owner will be obligated to reimburse the City for all costs incurred by the City for said extensions.
 10. 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.
 11. The Parties recognize that the damages for breach of the other party of the terms of this Agreement may be difficult or impossible to ascertain. The parties specifically waive any right of claim for monetary damages against the other party. The parties further recognize that there may be no adequate remedy at law for any such breach. Accordingly, the parties agree that either mandamus, specific performance or injunctive relief (either prohibitory or mandatory, both temporary and permanent) is an appropriate remedy in the event of breach, whether actual or anticipatory, of this Agreement.
 12. The Parties further agree that the annexation of the Property into the City of Pinellas Park shall not, of itself, grant or confer and development rights upon the Owner, or otherwise limit or modify the application of all city ordinances which would otherwise impact the Property in accordance with the provisions of Chapter 171, Florida Statutes, or special laws applicable in Pinellas County regarding voluntary annexations as is otherwise applicable to all lands being annexed into the City of Pinellas Park.
 13. 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.

14. This document embodies the whole agreement of the Parties. There are no promises, terms, or conditions, other than those contained herein, that have been agreed to between the Parties. This Agreement 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, with the same formality as this Agreement, as the case may be with the same formality as this Agreement.
15. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Florida.
16. In the event either party institutes a legal proceeding against the other party, to enforce the terms of this Agreement or for breach of any of the terms, conditions or covenants of this Agreement, the prevailing party shall be entitled to recover from the other party its reasonable attorney's fees, paralegal fees and costs, both at the trial and appellate levels.
17. In the event a third party institutes a legal proceeding against the CITY and/or the OWNER, regarding the enforceability of the Agreement or any other matters arising out of or related to this Agreement or the annexation of the Property, then in such event OWNER shall pay all costs, fees, charges and expenses of CITY relative thereto, including but not limited to attorney's fees and paralegal fees at both the trial and appellate levels.

The following constitute special provisions herein:

1. During site development, the OWNER shall complete connection of the Property to the City's sanitary sewer system at the existing manhole located at the intersection of 70th Avenue North and 34th Street North, in accordance with all applicable City engineering standards and permit requirements. OWNER shall be responsible for all costs associated with connection of the Property to the City's sanitary sewer system at the existing manhole located at the intersection of 70th Avenue North and 34th Street North.
2. Within ninety (90) days of annexation, the OWNER shall initiate the replat process for

EXHIBIT B
AX 2025-00003

the Property to dedicate a five-foot (5') strip along the southern boundary of the Property as public right-of-way to the City of Pinellas Park, to be completed within one (1) year of initiation.

3. Within one (1) calendar year, the OWNER shall submit and diligently pursue to completion an application to rezone the Property to incorporate a Planned Unit Development (PUD) overlay district consistent with the Preliminary Site Plan attached hereto as Exhibit "2".

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
a Florida municipal corporation

ATTEST:

Jennifer Carfagno, MMC, City Clerk

By: _____
Sandra L. Bradbury, Mayor

APPROVED AS TO FORM:

Randol Mora, B.C.S.
City Attorney

Witnesses:

3355 70th Avenue North

Printed Name: Emily Manteiga

By: _____
Lein Tran, Owner
Lien

Printed Name: Stephanie Rocha

By: _____
Mai Dao, Owner

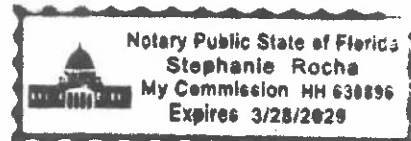
EXHIBIT B
AX 2025-00003

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online authorization, by ^{Lin} Tran and Mai Dao, as Owner of 3355 70th Avenue North, who ☐ is personally known to me or ☒ has produced DL# 059898234 as identification, this 20th day of October, 2025.

Stephanie Rocha
Notary Public, State of Florida
My Commission Expires: 3/28/2029

Mai Dao. DL # 059400590



SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 30 SOUTH, RANGE 16 EAST

EXHIBIT "1"

DESCRIPTION AND SKETCH

SUBJECT TAX PARCEL ID: 26-30-16-00000-330-0800
#3355 70TH AVENUE NORTH, PINELLAS PARK, FL 33781
OFFICIAL RECORDS BOOK 21712, PAGE 0755

LEGAL DESCRIPTION:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 30 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA AND RUN THENCE N.00°03'10"E. ALONG THE WEST LINE THEREOF A DISTANCE OF 132.12 FEET; THENCE RUN S.89°42'41"E. A DISTANCE OF 50.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF 34TH STREET NORTH (RIGHT-OF-WAY WIDTH VARIES) FOR A POINT OF BEGINNING; THENCE CONTINUE S.89°42'41"E. A DISTANCE OF 282.74 FEET TO A POINT ON THE WEST BOUNDARY LINE OF BLOCK 'A', LEE BAYNARD JR. NO. 4, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 28, PAGE 81 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE RUN S.00°00'21"W. ALONG SAID WEST BOUNDARY A DISTANCE OF 107.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 70TH AVENUE NORTH; THENCE RUN N.89°42'41"W. ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 282.83 FEET TO A POINT ON THE AFORESAID EAST RIGHT-OF-WAY LINE OF 34TH STREET NORTH; THENCE RUN N.00°03'10"E. ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 107.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 30,258.33 SQUARE FEET OR 0.6946 ACRES MORE OR LESS.

**THIS DESCRIPTION AND SKETCH IS BASED ON THE RECORDED DEEDS
AND FIELD GEOMETRY**

REVISED: 10/13/25
PREPARED: 5/28/25

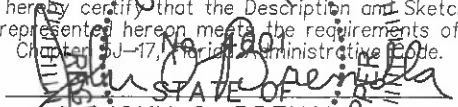
FOR: CITY OF PINELLAS PARK

THIS IS NOT A SURVEY

This Description and Sketch was prepared without the benefit of a title search and is subject to all easements, rights-of-way, and other matters of record.

NOTE: Description and Sketch not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

Job: 2101-21-C
Drawn: DS

I hereby certify that the Description and Sketch represented hereon meets the requirements of Chapter 35J-17, Florida Administrative Code.

JOHN O. BRENDLA
Florida Surveyor's Registration No. 4601
Certificate of Authorization No. 760
SURVEYOR

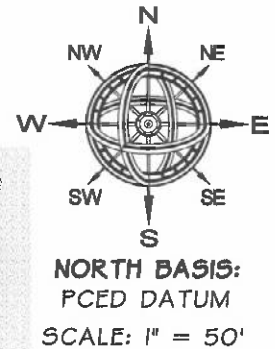
Prepared by:
JOHN C. BRENDLA AND ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS AND MAPPERS
4015 82nd Avenue North
Pinellas Park, Florida 33781
phone (727) 576-7546 ~ Front@Jcrendla.com

SHEET 1 OF 3

SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 30 SOUTH, RANGE 16 EAST

SKETCH OF DESCRIPTION

SUBJECT TAX PARCEL ID: 26-30-16-00000-330-0800
#3355 70TH AVENUE NORTH, PINELLAS PARK, FL 33781
OFFICIAL RECORDS BOOK 21712, PAGE 0755

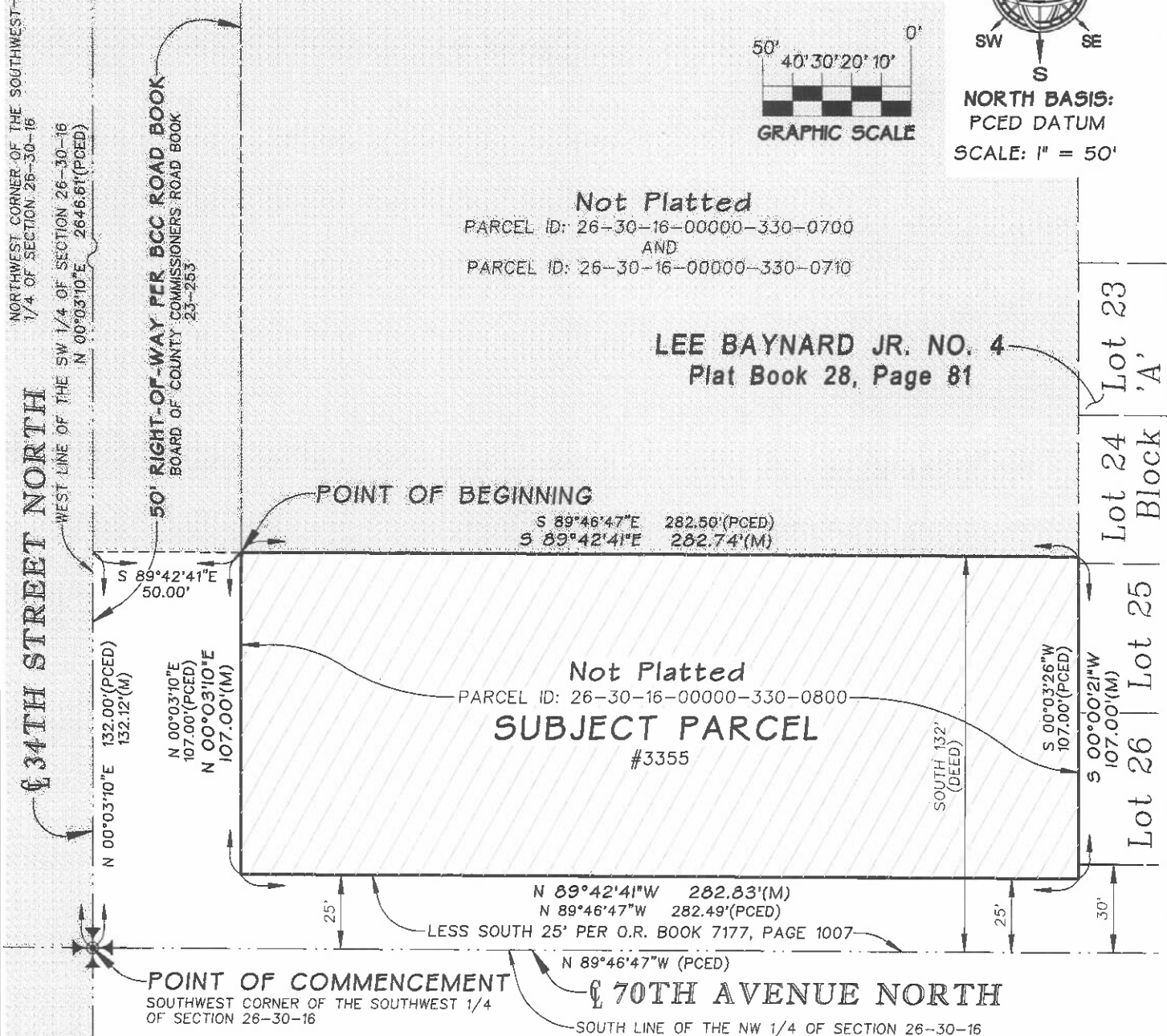


Not Platted

PARCEL ID: 26-30-16-00000-330-0700
AND
PARCEL ID: 26-30-16-00000-330-0710

LEE BAYNARD JR. NO. 4
Plat Book 28, Page 81

Lot 23
'A'
Lot 24
Block
Lot 25
Lot 26



ABBREVIATIONS:

BCC = BOARD OF COUNTY COMMISSIONERS
C = CENTERLINE
ID = IDENTIFICATION
(M) = MEASURED
O.R. = OFFICIAL RECORDS
(PCED) = PINELLAS COUNTY ENGINEERING DEPARTMENT
~ = BREAK LINE/SPRING LINE

LANDS ANNEXED
BY THE CITY OF
PINELLAS PARK

Assumed Basis of Bearings:
WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 26-30-16
AS BEING N.00°03'10"E., PER PINELLAS COUNTY ENGINEERING
DEPARTMENT COORDINATE DATA.

FOR: CITY OF PINELLAS PARK

REVISED: 10/13/25
PREPARED: 5/28/25

THIS IS NOT A SURVEY

Prepared by:
JOHN C. BRENDLA AND ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS AND MAPPERS
4015 82nd Avenue North
Pinellas Park, Florida 33781
phone (727) 576-7546 ~ Front@Jcrendla.com

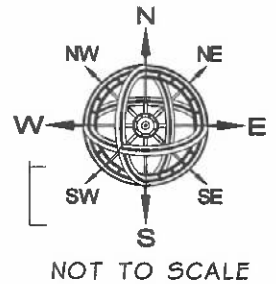
SHEET 2 OF 3

Job: 2101-21-C
Drawn: DS

SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 30 SOUTH, RANGE 16 EAST

SKETCH OF DESCRIPTION

SUBJECT TAX PARCEL ID: 26-30-16-00000-330-0800
#3355 70TH AVENUE NORTH, PINELLAS PARK, FL 33781
OFFICIAL RECORDS BOOK 21712, PAGE 0755



Job: 2101-21-C
Drawn: DS

LANDS ANNEXED
BY THE CITY OF
PINELLAS PARK

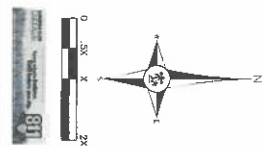
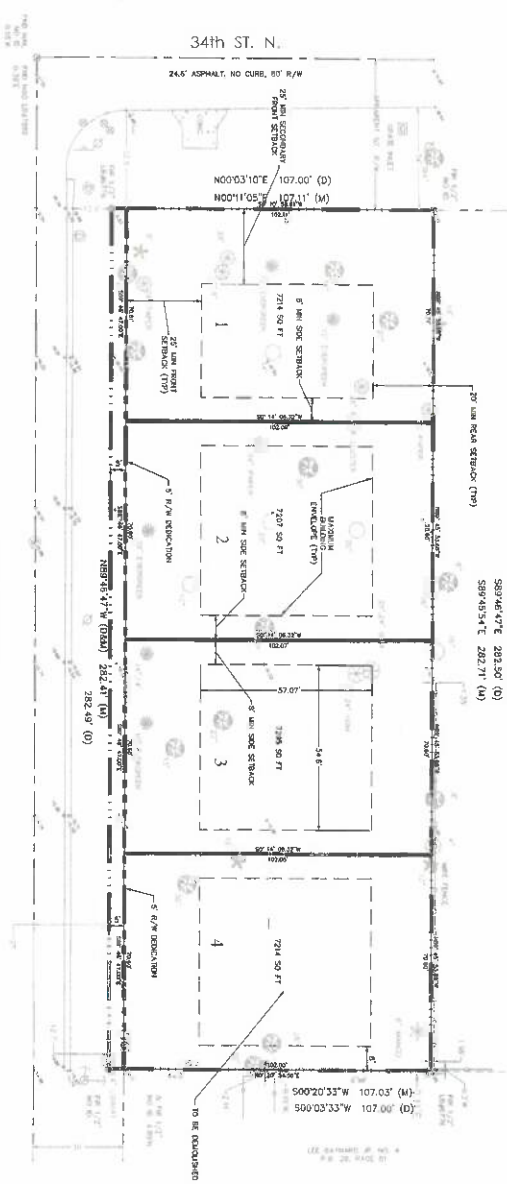
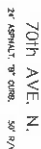
FOR: CITY OF PINELLAS PARK

REVISED: 10/13/25
PREPARED: 5/28/25

THIS IS NOT A SURVEY

Prepared by:
JOHN C. BRENDLA AND ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS AND MAPPERS
4015 82nd Avenue North
Pinellas Park, Florida 33781
phone (727) 576-7546 ~ Front@Jcrendla.com

SHEET 3 OF 3



1.) PER LDC SEC. 18-1512(A)1 THE PROPERTY WILL
NEED TO BE REZONED TO INCLUDE PUD OVERLAY
AS THE PROPOSED DIMENSIONS DO NOT MEET THE
R-4 DEVELOPMENT STANDARDS

ALL PARTICIPANTS WERE INFORMED THAT AS A RESULT OF PARTICIPATING IN THIS RESEARCH, THEY WOULD RECEIVE \$500.00. THE STUDY WAS APPROVED FOR PARTICIPATION BY THE UNIVERSITY HUMAN SUBJECTS REVIEW BOARD AND ALL PARTICIPANTS GAVE INFORMED CONSENT.

FLOOD ZONE NOTE:
 SUBJECT PROPERTY APPEARS TO BE
 IN FLOOD ZONE "X" ACCORDING TO THE
 FEDERAL FLOODING MAPS/MONITORING
 SERVICE. FLOOD ZONE MAPS ARE AVAILABLE
 FROM THE FLOOD WATCHER (214) 663-0260
 OR ONLINE AT WWW.FWS.GOV

IN THE COURSE OF A TOUR, THE LEADERS OF ALL THIRTEEN ARE APPROPRIATE AND HAVE BEEN SELECTED FOR THEIR KNOWLEDGE OF THE AREA. THE TOUR IS FREE, BUT THERE IS AN EXPENSE FOR AROUND \$15.00 PER PERSON FOR THE TRIP. THE TRIP IS A DAY TRIP, AND THE TRIP IS A DAY TRIP.