

ANNEXATION AGREEMENT AND PETITION

THIS AGREEMENT made and entered into this _____ day of _____, 2026, 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 **118TH AVENUE ACQUISITION, LLC**, 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 6868 118TH AVENUE NORTH, Tax Parcel Identification Number 18-30-16-69768-100-0302 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-2025-00005).

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.
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 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 Industrial Limited (IL). Simultaneously the City Council is considering the adoption of Ordinance _____ zoning the said Property following annexation to Light Industrial (M-1). 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 Park. In the event that for any reason Ordinance _____ and Ordinance _____ are not adopted to assign a land use designation of Industrial Limited (IL) and a zoning designation of Light Industrial (M-1) 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. 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. 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.
10. 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.
11. 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.
12. 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.
13. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Florida.

14. 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.
15. 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 each party shall be responsible for its own costs, fees, charges and expenses incurred in connection therewith, including but not limited to, attorney's fees and paralegal fees at both the trial and appellate levels. Nothing in this section shall limit either party from seeking prevailing party fees and taxable costs necessary for the maintenance of litigation, if legally available.

The following constitute special provisions herein:

1. Within one (1) calendar year from the effective date of the annexation of the Property, the OWNER, at its sole expense, shall bring the Property into full compliance with the Specific Locational Design Standards for Property Abutting Residential Zoning Districts, as set forth in Section 18-1524.5(G)(1) and Outdoor Storage, as set forth in Section 18-1530.11 of the City of Pinellas Park Land Development Code.
2. The CITY hereby grants a waiver to allow the continued use of the existing gravel drive aisle located along the southern portion of the Property. This waiver shall remain in effect until such time as major redevelopment of the Property is proposed. Upon submission of plans for major redevelopment, the OWNER shall bring the drive aisle into compliance with Section 18-502(C) of the City of Pinellas Park Land Development Code or submit a formal request for a waiver from said requirements, subject to review and approval by the appropriate City authority.
3. The CITY shall waive the requirement for sidewalk installation and any payment-in-lieu thereof along 118th Avenue North.
4. The adjacent stormwater pond, while functionally part of the development on the Property, is a separate parcel that has already been annexed into the City.

- a. The CITY shall require a unity of title or a lot line adjustment to formally combine the two parcels, specifically combining the Property with the separate parcel containing the stormwater pond.
 - b. The CITY shall waive the application fee for the unity of title or lot line adjustment process under the CITY's Land Development Code, as deemed appropriate by the CITY in its sole discretion, and the CITY shall be responsible for obtaining all necessary legal descriptions and sketches at the CITY's expense.
5. For a period of one (1) calendar year following approval of the annexation, the City shall waive City-imposed building permit fees specifically related to the construction of the new building on the Property. This waiver applies only to fees assessed by the City and does not include any fees imposed by Pinellas County, the State of Florida, or any other governmental or regulatory entity.
6. The OWNER shall dedicate to the CITY an eighteen-foot (18') right-of-way easement and at least three (3) utility easements for existing infrastructure located on the Property.
 - a. The CITY shall be responsible for all associated costs related to the easement dedication process, including but not limited to survey work, legal descriptions, and required sketches.

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:

Erica F. Augello, Esq., B.C.S.
City Attorney

Witnesses:

6868 118th Avenue North

Printed Name:

By: _____
Matthew Mosk, Managing Member

Printed Name:

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me, by means of physical presence or online authorization, by Matthew Mosk, as Managing Member of 118TH AVENUE ACQUISITION, LLC and Owner of 6868 118th Avenue North, who is personally known to me or has produced _____ as identification, this ____ day of _____, 2026.

Notary Public, State of Florida
My Commission Expires:

NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 30 SOUTH, RANGE 16 EAST

EXHIBIT "1"

DESCRIPTION AND SKETCH

SUBJECT TAX PARCEL ID: 18-30-16-69768-100-0302
#6868 118TH AVENUE NORTH, LARGO, FL 33773
OFFICIAL RECORDS BOOK 17222, PAGES 1699-1700

LEGAL DESCRIPTION:

A PORTION OF PINELLAS FARMS 3, LYING IN THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 30 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 7, PAGES 4 AND 5 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, OF WHICH PINELLAS COUNTY WAS FORMERLY A PART BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 18 AND RUN THENCE N.87°41'47"W. ALONG THE NORTH LINE OF SAID NORTHEAST 1/4 A DISTANCE OF 333.04 FEET TO A POINT; THENCE RUN S.00°01'18"E. A DISTANCE OF 15.01 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF 118TH AVENUE NORTH (RIGHT-OF-WAY WIDTH VARIES) AND FOR A POINT OF BEGINNING; THENCE CONTINUE S.00°01'18"E. A DISTANCE OF 634.19 FEET TO A POINT ON THE NORTH LINE OF EVERGREEN SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 136, PAGE 15 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE RUN N.87°51'31"W. ALONG SAID NORTH LINE A DISTANCE OF 318.50 FEET TO A POINT ON THE EAST LINE OF PINEBROOK ESTATES PHASE 2 UNIT 6, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 92, PAGES 16-17 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE RUN N.00°00'27"E. ALONG SAID EAST LINE A DISTANCE OF 635.08 FEET TO A POINT ON THE AFORESAID SOUTH RIGHT-OF-WAY LINE; THENCE RUN S.87°41'47"E. ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 318.21 FEET TO THE POINT OF BEGINNING.

CONTAINING 201,888.84 SQUARE FEET OR 4.6347 ACRES MORE OR LESS.

THIS DESCRIPTION AND SKETCH IS BASED ON THE RECORDED DEED AND PINELLAS COUNTY ENGINEERING DEPARTMENT COORDINATE DATA

Basis of Bearings:

BEARINGS ARE BASED ON PINELLAS COUNTY ENGINEERING DEPARTMENT COORDINATE DATA.

THIS DESCRIPTION AND SKETCH IS NOT VALID

REVISED: 10/10/25
REVISED: 7/16/25
PREPARED: 7/07/25

FOR: CITY OF PINELLAS PARK

AND COMPLETE WITHOUT ALL 3 SHEETS

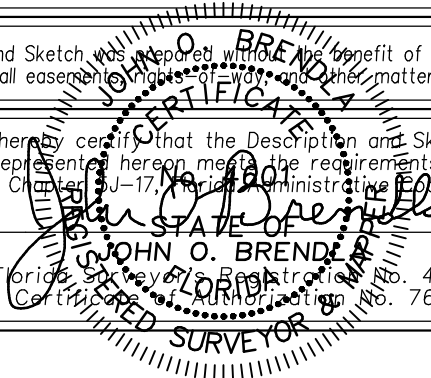
THIS IS NOT A SURVEY

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: 2506-60C
Drawn: DS

I hereby certify that the Description and Sketch represented hereon meets the requirements of Chapter 5J-17, Florida Administrative Code.
STATE OF FLORIDA
JOHN O. BRENDLA
Florida Surveyors Registration No. 4601
Certificate of Authorization No. 760



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

SHEET 1 OF 3

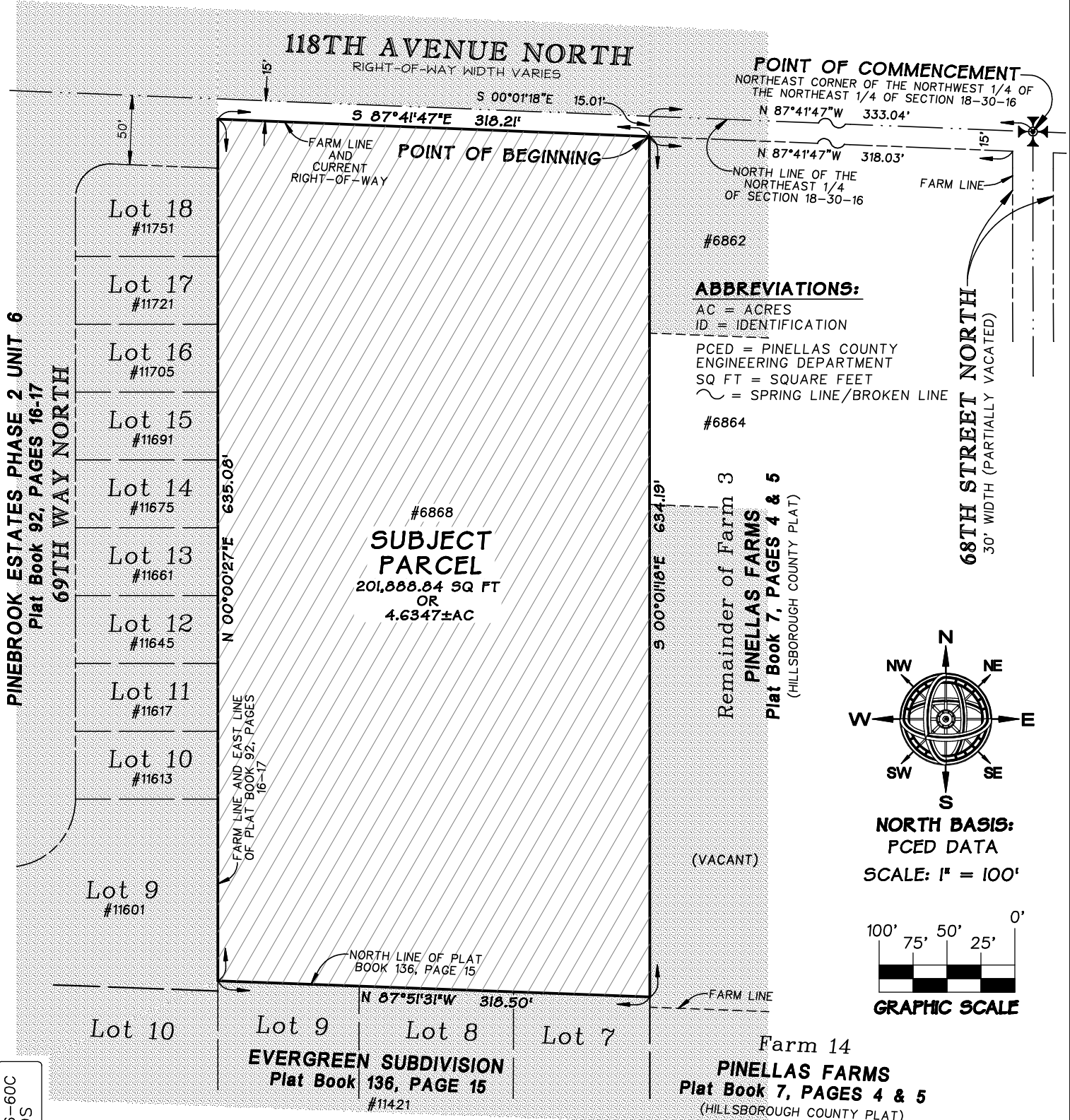
NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 30 SOUTH, RANGE 16 EAST

SKETCH OF DESCRIPTION

SUBJECT TAX PARCEL ID: 18-30-16-69768-100-0302

#6868 118TH AVENUE NORTH, LARGO, FL 33773

OFFICIAL RECORDS BOOK 17222, PAGES 1699-1700



Job: 2506-60C
Drawn: DS

LANDS ANNEXED BY THE CITY OF PINELLAS PARK
FOR: CITY OF PINELLAS PARK

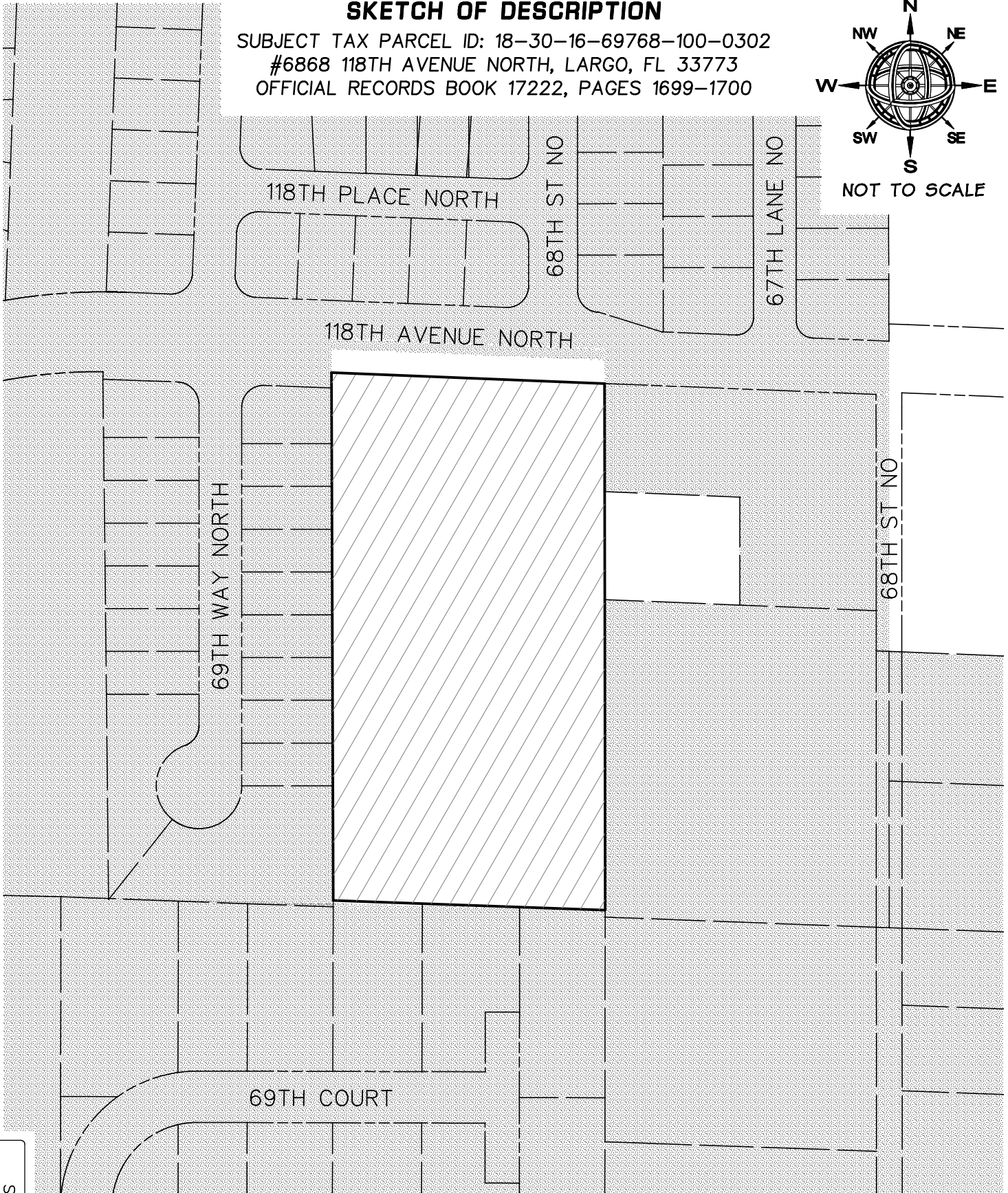
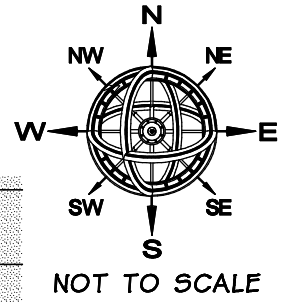
THIS DESCRIPTION AND SKETCH IS NOT VALID AND COMPLETE WITHOUT ALL 3 SHEETS

THIS IS NOT A SURVEY
SHEET 2 OF 3

NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 30 SOUTH, RANGE 16 EAST

SKETCH OF DESCRIPTION

SUBJECT TAX PARCEL ID: 18-30-16-69768-100-0302
#6868 118TH AVENUE NORTH, LARGO, FL 33773
OFFICIAL RECORDS BOOK 17222, PAGES 1699-1700



Job: 2506-60C
Drawn: DS

 LANDS ANNEXED BY THE
CITY OF PINELLAS PARK

FOR: CITY OF PINELLAS PARK

THIS DESCRIPTION AND SKETCH
IS NOT VALID AND COMPLETE
WITHOUT ALL 3 SHEETS

THIS IS NOT A SURVEY

SHEET 3 OF 3