

# City of Tarpon Springs, Florida

IRENE S. JACOBS, CMC  
City Clerk & Collector

K. MICHELE MANOUSOS, CMC  
Deputy City Clerk & Collector

August 12, 2020

Mr. Mark S. Woodard  
County Administrator  
Pinellas County  
315 Court Street  
Clearwater, Florida 33756

Dear Sir or Madam:

Enclosed is a copy of Ordinance 2020-14, annexing certain real property into the City of Tarpon Springs. This Ordinance shall be effective as provided for by law.

Should you have any questions, please let me know.

Sincerely,

A handwritten signature in blue ink that reads "Irene S. Jacobs". To the right of the signature is a circular stamp containing the initials "IR".

Irene S. Jacobs, CMC  
City Clerk & Collector

Enclosure

2020 AUG 26 AM 9:15  
CLERK OF THE BOARD  
COMMISSIONERS  
PINELLAS COUNTY FLORIDA

**ORDINANCE 2020-14**

**AN ORDINANCE OF THE CITY OF TARPON SPRINGS, FLORIDA, ANNEXING 36.1 ACRES, MORE OR LESS, OF REAL PROPERTY LOCATED AT THE NORTHWEST CORNER OF L&R INDUSTRIAL BLVD. AND ANCLOTE ROAD; PROVIDING FOR FINDINGS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the property owner of record has requested to annex said property described in Exhibit A; and

**WHEREAS**, the property is subject to an annexation agreement (Exhibit B) for the provision of utility services to the property by the City of Tarpon Springs; and

**WHEREAS**, the property owner has also applied to amend the Future Land Use Map and zoning designations of the property; and

**WHEREAS**, the parcel is contiguous to the City of Tarpon Springs municipal boundary and is located within the City's planning area; and

**WHEREAS**, annexation of the property will not create an enclave; and

**WHEREAS**, the City of Tarpon Springs can provide services to the property; and

**WHEREAS**, the Planning and Zoning Board conducted a public hearing on this annexation Ordinance on July 20, 2020; and

**WHEREAS**, published legal notice of this Ordinance has been provided pursuant to the requirements of Chapter 166.041, F.S. and Section 206 of the Tarpon Springs Comprehensive Zoning and Land Development Code.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA:**

**Section 1. FINDINGS**

1. That this Ordinance will not create an enclave upon annexation.
2. That the annexation of the property will not have an adverse impact upon public facilities.
3. That the City will be able to provide public services to the property upon annexation.
4. That the property is consistent with the City's Future Land Use Map.

Section 2. ANNEXATION

In accordance with Chapter 171.044, F.S. the property described in Exhibit A, is hereby annexed from unincorporated Pinellas County into the corporate limits of the City of Tarpon Springs and the boundaries of Tarpon Springs are hereby redefined to include the described property.

Section 3. EFFECTIVE DATE

This Ordinance shall be effective upon adoption.

PASSED and ADOPTED this 4<sup>th</sup> day of August, 2020.

CHRIS ALAHOUZOS, MAYOR



JACOB KARR, VICE MAYOR



TOWNSEND TARAPANI, COMMISSIONER



CONNOR DONOVAN, COMMISSIONER




COSTA S. VATIKIOTIS, COMMISSIONER

MOTION BY: COMMISSIONER VATIKIOTIS  
SECOND BY: COMMISSIONER DONOVAN


VOTE ON MOTION

COMMISSIONER VATIKIOTIS	<u>Yes</u>
COMMISSIONER DONOVAN	<u>Yes</u>
COMMISSIONER TARAPANI	<u>Yes</u>
VICE-MAYOR KARR	<u>Yes</u>
MAYOR ALAHOUZOS	<u>Absent</u>

ATTEST:



IRENE S. JACOBS, EMC  
CITY CLERK & COLLECTOR



APPROVED AS TO FORM:



THOMAS J. TRASK, B.C.S.  
CITY ATTORNEY

FIRST READING: July 28, 2020

SECOND READING: August 4, 2020

Exhibit A to Ordinance 2020-14

ATTACHMENT A:

**Legal Descriptions**

Parcel No.: 02-27-15-90810-000-0010

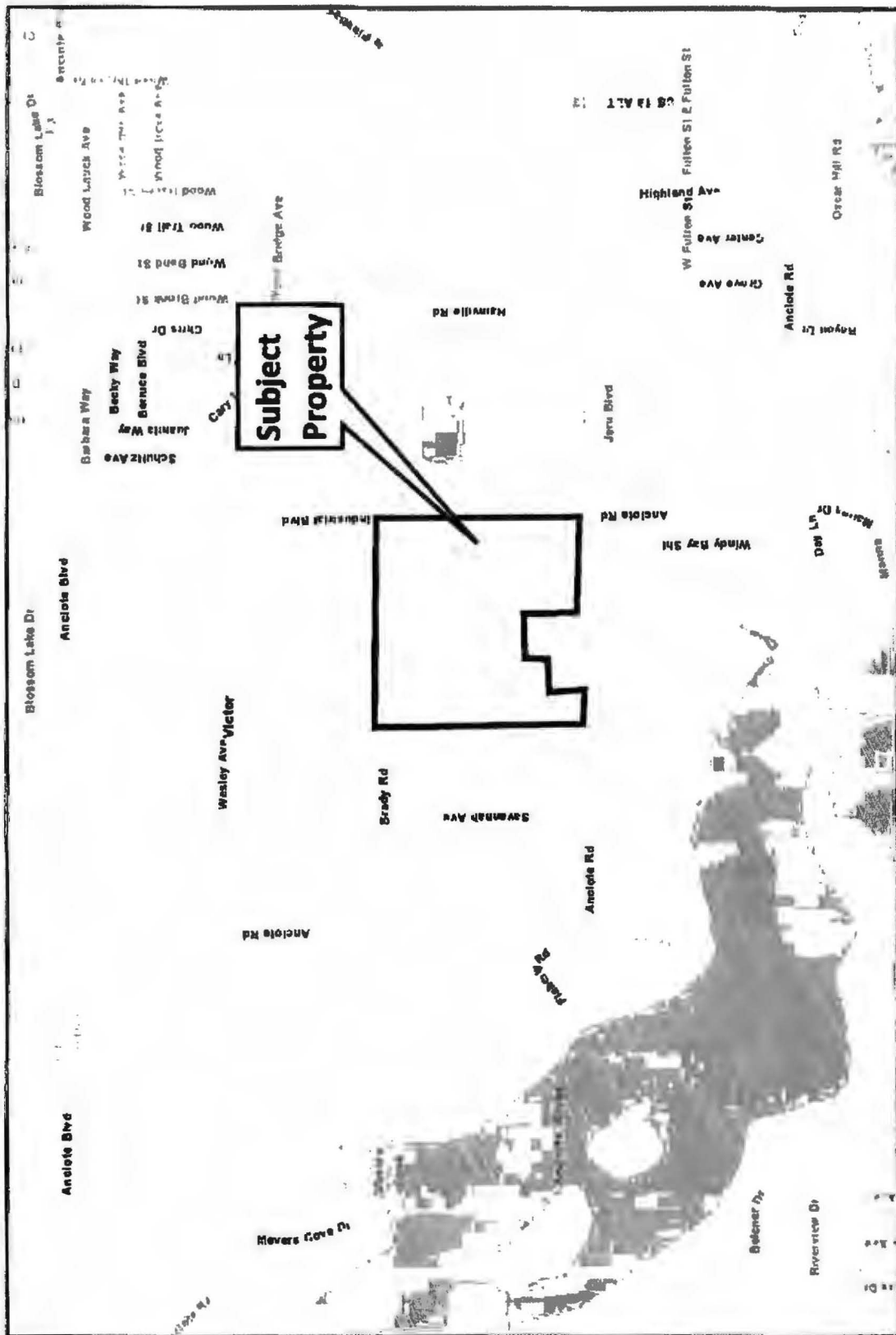
Legal Description: TIETZ ALOTMENT LOTS 1, 2 & 3 LESS W 385FT OF N 30FT OF SD LOT 2 FOR BRADY RD & LESS THAT PART LYING WITHIN THAT TRACT DESC FROM SE COR OF SEC 02-27-15 TH N00D46'04"W 1363.77FT FOR POB TH S89D11'21"W 927.07 FT TH N00D50'48"W 350FT TH N89D11'21"E 300FT TH N00D50'48"W 429.5FT TH N89D11'21"E 628.15FT TH S00D46'03"E 779.5FT TO POB ALSO LESS THAT PART OF LOTS 1 & 2 DESC FROM SE COR OF SD SEC TH N00D46'04"W 2660.94FT TH S88D58'35"W 33FT TH S00D46'04"E 29.1FT FOR POB TH CONT S00D46'04"E 260FT TH S88D56'22"W 979.82FT TH N00D39'03"W 245FT TH N44D08'40"E 21.29FT TH N88D56'22"E 964.29FT TO POB.

Parcel No.: 02-27-15-90810-000-0040

Legal Description: TIETZ ALOTMENT PART OF LOTS 1, 2, 3 & 4 LYING N OF ANCLOTE RD DESC AS FROM SE COR OF SE 1/4 OF SEC 2-27-15 TH N00D46'04"W 1363.77FT FOR POB TH S89D11'21"W 627.07 FT TH N00D50'48"W 779.50FT TH N89D11'21"E 628.15FT TH S00D46'04"E 779.50FT TO POB.

Parcel No.: 02-27-15-90810-000-0011

Legal Description: TIETZ ALOTMENT THAT PART OF LOTS 1 & 2 DESC FROM SE SEC COR TH N00D46'04"W 2660.94FT TH S88D58'35"W 33FT TH S00D46'04"E 29.1FT FOR POB TH CONT S00D46'04"E 260FT TH S88D56'22"W 979.82FT TH N00D39'03"W 245FT TH N44D08'40"E 21.29FT TH N88D56'22"E 964.29FT TO POB.



I#: 2020125195 BK: 20967 PG: 314, 04/15/2020 at 04:04 PM, RECORDING 6 PAGES \$52.50 KEN BURKE, CLERK OF COURT AND COMPTROLLER PINELLAS COUNTY, FL BY DEPUTY CLERK: clk103815

Exhibit B to Ordinance 2020-14

**ANEXATION AGREEMENT**  
(Municipal Services)

THIS AGREEMENT, made and entered into this 6<sup>th</sup> day of April, 2020, by and between the CITY OF TARPON SPRINGS, a municipal corporation (hereinafter referred to as "City"), and GGR ANCLOTE 11, LLP, a Florida limited liability partnership, GGR ANCLOTE, LLC, a Florida limited liability company, and ANCLOTE 35, LLC, a Florida limited liability company (hereinafter collectively referred to as "Owner") and whose address (as to each Owner) is 48 West Lemon Street, Tarpon Springs, FL 34689.

**WITNESSETH:**

WHEREAS, the Owner owns the following described real property, located outside the municipal boundaries of the City of Tarpon Springs:

Parcel IDs: 02-27-15-00810-000-0010; 02-27-15-00810-000-0040; 02-27-15-00810-000-0011

Legal Description: TIETZ ALOTMENT LOTS 1, 2 & 3 LESS W 385FT OF N 30FT OF SD LOT 2 FOR BRADY RD & LESS THAT PART LYING WITHIN THAT TRACT DESC FROM SE COR OF SEC 02-27-15 TH N00D46'04"W 1363.77FT FOR POB TH S89D11'21"W 927.07 FT TH N00D50'48"W 350FT TH N89D11'21"E 300FT TH N00D50'48"W 429.5FT TH N89D11'21"E 628.15FT TH S00D46'03"E 779.5FT TO POB ALSO LESS THAT PART OF LOTS 1 & 2 DESC FROM SE COR OF SD SEC TH N00D46'04"W 2660.94FT TH S88D58'35"W 33FT TH S00D46'04"E 29.1FT FOR POB TH CONT S00D46'04"E 260FT TH S88D56'22"W 979.82FT TH N00D39'03"W 245FT TH N44D08'40"E 21.29FT TH N88D56'22"E 964.29FT TO POB

AND

TIETZ ALOTMENT PART OF LOTS 1, 2, 3 & 4 LYING N OF ANCLOTE RD DESC AS FROM SE COR OF SE 1/4 OF SEC 2-27-15 TH N00D46'04"W 1363.77FT FOR POB TH S89D11'21"W 627.07 FT TH N00D50'48"W 779.50FT TH N89D11'21"E 628.15FT TH S00D46'04"E 779.50FT TO POB

AND

TIETZ ALOTMENT THAT PART OF LOTS 1 & 2 DESC FROM SE SEC COR TH N00D46'04"W 2660.94FT TH S88D58'35"W 33FT TH S00D46'04"E 29.1FT FOR POB TH CONT S00D46'04"E 260FT TH S88D56'22"W 979.82FT TH N00D39'03"W 245FT TH N44D08'40"E 21.29FT TH N88D56'22"E 964.29FT TO POB.

**Also known as: River Band Village**

**and**

**WHEREAS, the Owner desires to receive the following available City services, and the Owner is agreeable to signing an Agreement with the City for the following municipal services:**

**•WASTEWATER/SEWER •SOLID WASTE/RECYCLING and/or • POTABLE WATER; and**

**WHEREAS, the City is agreeable to furnishing these services upon certain conditions and considerations;**

**NOW THEREFORE, the parties hereto hereby covenant and agree as follows:**

- 1. The City agrees to provide the above municipal services, subject to the terms of this Agreement, including:**
  - a. to permit the Owner to immediately connect to its wastewater, sewer, and/or potable water main(s) at the Owner's expense, when applicable.**
- 2. The Owner agrees:**
  - a) to pay the appropriate annexation fee when this Agreement is submitted for processing;**
  - b) to pay normal wastewater/sewer and/or potable water connection charges and all associated monthly service charges to the City on the same basis as service users outside the municipal boundaries are charged, for all relevant services received by Owner, as set out in the Code of Ordinances of the City, until the property is annexed;**
  - c) that at such time as it becomes possible for the City to annex said real property, this Agreement will constitute an agreement to annex at that time, and the City will have the right, with no further notice to the Owner, to proceed and take action to annex the property into the City;**
  - d) that it is to the mutual benefit of the Owner and the City, in recognition of the eventual incorporation of the property within the City, to have site plans and building plans reviewed and accepted by the City and any inspections conducted by and certificates of occupancy issued by the City, once annexed into the City, in the event the same has not occurred prior to Annexation;**
  - f) that all of the property described above shall be deemed a single parcel subject to annexation as provided herein, and any sub-parcels of the property described above which are created by subdivision or by any other means shall be included for the purposes of the subsequent annexation procedure, subsequent sale and individual ownership notwithstanding;**
  - g) that the terms and provisions of the Agreement shall be commitment and obligation which shall not only bind the present owner of said described real**



property, but shall be a covenant which shall run with the land and shall bind and be enforceable against the heirs, successors and assigns of the Owner; and  
h) if the Owner or the heirs, successors, and assigns of the Owner, shall default in the performance of the terms and provisions of this Agreement, and the City shall institute legal proceedings to enforce the terms and provisions hereof, the Owner or the heirs, successors, and assigns of the Owner shall pay all costs of such proceedings including the payment of a reasonable attorney's fee in connection therewith.


3. This Agreement is nonbinding until the Owner has connected to the City's wastewater, sewer, and/or potable water main(s) pursuant to the terms of this Agreement, at which point this Agreement shall become irrevocable. The City shall not be liable for any damage resulting from any cessation of service caused by Act of God, necessary maintenance work, any unavoidable cause beyond the control of the City, or due to City's termination of services for Owner's failure to develop or redevelop in accordance with all City requirements.
4. All notices to be furnished hereunder shall be furnished to the City of Tarpon Springs, to the City Manager, 324 East Pine Street, Tarpon Springs, Florida, 34689 and to the Owner at the address for the property described above, at any other address which may be furnished by the Owner from time to time, or at the address for the Owner according to the property tax rolls of Pinellas County, Florida.
5. This Agreement may be recorded in the Public Records of Pinellas County, Florida by either party.


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

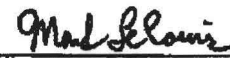
CITY:

ATTEST:

CITY OF TARPON SPRINGS  
a Florida municipal corporation

  
Irene Jacobs  
City Clerk and Collector



By:   
Mark LeCouris  
City Manager

APPROVED AS TO FORM:

  
Thomas J. Traak, B.C.S., City Attorney

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me, by means of  physical presence or  online authorization, by Mark LaCourts, as City Manager of the CITY OF TARPON SPRINGS, a Florida municipal corporation, who  is personally known to me or  has produced \_\_\_\_\_ as identification, this 24<sup>th</sup> day of March, 2020.



[Signature]  
Notary Public, State of Florida  
My Commission Expires:

OWNER(S):

WITNESSES AS TO OWNER:

GGR ANCLOTE 11, LLP  
a Florida limited liability partnership

[Signature]  
Witness  
Print Name: DAVID E. NORTON

By: [Signature] PRESIDENT  
Print Name: George C. Zutes  
Print Title: PRESIDENT

[Signature]  
Witness  
Print Name: Michelle Demers


STATE OF FLORIDA  
COUNTY OF PINELLAS

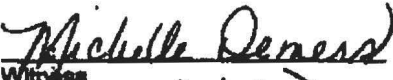
The foregoing instrument was acknowledged before me, by means of  physical presence or  online authorization, by GEORGE C. ZUTES, as PRESIDENT of GGR ANCLOTE 11 LLP, a Florida limited liability partnership, who  is personally known to me or  has produced \_\_\_\_\_ as identification, this 16 day of MARCH, 2020.




[Signature]  
Notary Public, State of Florida  
My Commission Expires: 03-10-2022

**WITNESSES AS TO OWNER:**

  
Witness  
Print Name: DAVID C. NORTON

  
Witness  
Print Name: Michelle Demers

**GGR ANCLOTE, LLC**  
a Florida limited liability company

  
By: \_\_\_\_\_  
Print Name: GEORGE P. STAMAS  
Print Title: SECRETARY


**STATE OF FLORIDA  
COUNTY OF PINELLAS**

The foregoing instrument was acknowledged before me, by means of  physical presence or  online authorization, by GEORGE P. STAMAS, as SECRETARY of GGR ANCLOTE, LLC, a Florida limited liability company, who  is personally known to me or  has produced \_\_\_\_\_ as identification, this 16 day of MARCH, 2020.




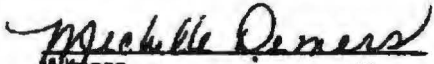
  
Notary Public, State of Florida  
My Commission Expires: 03-10-2022

WITNESSES AS TO OWNER:

  
Witness  
Print Name: DAVID C. NORTON

ANCLOTE 35, LLC  
a Florida limited liability company


By:   
Print Name: GEORGE C. ZUTES  
Print Title: PRESIDENT

  
Witness  
Print Name: Michelle Demers

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me, by means of  physical presence or  online authorization, by GEORGE C. ZUTES as PRESIDENT of ANCLOTE 35, LLC, a Florida limited liability company, who  is personally known to me or  has produced \_\_\_\_\_ as identification, this 16 day of MARCH, 2020.



  
Notary Public, State of Florida  
My Commission Expires: 03-10-2022