



## **CITY OF AVON PARK**

Highlands County, Florida  
110 East Main Street  
Avon Park, Florida 33825

January 6, 2015

Avon Park City Council  
110 East Main Street  
Avon Park, Florida 33825

Dear Council Members:

Pursuant to City Ordinance No. 874, you are hereby notified of a Regular Meeting of the City Council on Monday, January 11, 2016, at 6:00 PM in the City Council Chambers located at 123 East Pine Street, Avon Park, Florida. If you are unable to attend, please contact me at 452-4403 or email the City Clerk: [Sutherland@avonpark.cc](mailto:Sutherland@avonpark.cc)

Sincerely,

A handwritten signature in blue ink, appearing to read "Julian Deleon", is written over a horizontal line.

Julian Deleon  
City Manager



**CITY OF AVON PARK**  
Highlands County, Florida

**CITY COUNCIL REGULAR MEETING  
CITY COUNCIL CHAMBERS  
123 E. Pine St., Avon Park, FL  
January 11, 2016 6:00 PM**

**A. OPENING**

1. Invocation
2. Pledge of Allegiance
3. Roll Call

**B. CITIZENS/OUTSIDE AGENCIES**

4. Main Street road Closure Request/ Blueberry Festival 4/23/16 7am- 4pm

**C. CONSENT AGENDA:**

6. Approve Regular Minutes, December 14, 2015

**D. COMMITTEE REPORTS/ ATTY UPDATES/ ANNOUNCEMENTS/  
PRESENTATIONS:**

**E. ADMINISTRATIVE:**

10. Ordinance 01-16-- Annex 24 parcels
  - First reading
11. Authorize Mayor signature for FDOT Supplemental JPA #3; to increase \$ 5,508.00 for airport fuel sump.

**F. CITIZENS PARTICIPATION**

**H. ADJOURN**

Any person who might wish to appeal any decision made by the City Council of the City of Avon Park, Highlands County, Florida, in public hearing or meeting is hereby advised that he/she will need a record of the proceedings, and for such purpose, he/she may need to ensure that a verbatim record of the proceedings is made which will include the testimony and evidence upon which such appeal is to be based. Any person with disabilities requiring accommodations in order to participate should contact the City Manager prior to the meeting.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**TEMPORARY CLOSING OF STATE ROAD PERMIT**

**B-5**

Date: \_\_\_\_\_

Permit No. \_\_\_\_\_

**Governmental Entity**

Approving Local Government <u>City of Avon Park</u>	Contact Person <u>Maria Sutherland</u>
Address <u>110 E Main St, Avon Park, FL 33825</u>	
Telephone <u>863-452-4411</u>	Email <u>sutherland@avonpark.cc</u>

**Organization Requesting Special Event**

Name of Organization <u>Avon Park Rotary</u>	Contact Person <u>Alice Oldham</u>
Address <u>21 S Verona, Avon Park, FL 33825</u>	
Telephone <u>863 453-4299</u>	Email <u>alice1940@embarqmail.com</u>

**Description of Special Event**

Event Title <u>Blueberry Festival</u>	Date of Event <u>04/23/2016</u>
Start Time <u>7:00am</u>	End Time <u>4:00pm</u>
Event Route (attach map) <u>see map</u>	
Detour Route (attach map) <u>see map</u>	

**Law Enforcement Agency Responsible for Traffic Control**

Name of Agency <u>City of Avon Park</u>
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**US Coast Guard Approval for Controlling Movable Bridge**

Not Applicable <input checked="" type="checkbox"/>
Copy of USCG Approval Letter Attached <input type="checkbox"/>
Bridge Location _____

The Permittee will assume all risk of and indemnify, defend and save harmless the State of Florida and the FDOT from and against any and all loss, damage, cost or expense arising in any manner on account of the exercise of this event.

The Permittee shall be responsible to maintain the portion of the state road it occupies for the duration of this event, free of litter and providing a safe environment to the public.

**Signatures of Authorization**

Event Coordinator <u>Alice Oldham</u>	Signature <u>Alice C. Oldham</u>	Date <u>10/28/2015</u>
Law Enforcement Name/Title _____	Signature _____	Date _____
Government Official Name/Title <u>Julian Deleon, City Manager</u>	Signature _____	Date _____

**FDOT Special Conditions**

_____ _____ _____
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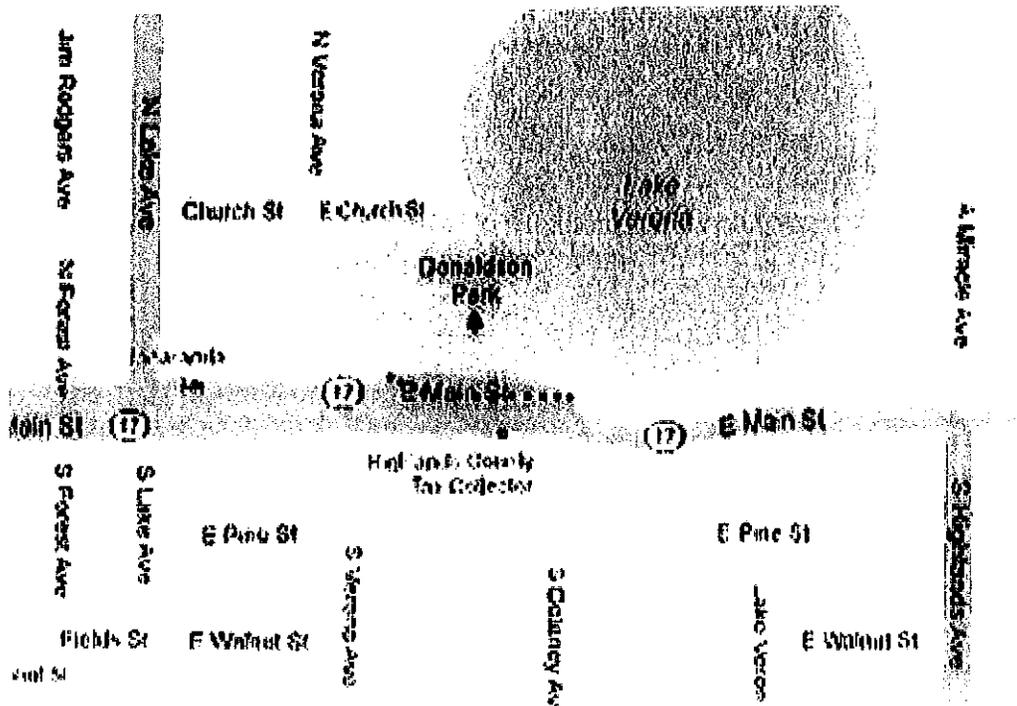
**FDOT Authorization**

Name/Title _____	Signature _____	Date _____
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# AVON PARK ROTARY BLUEBERRY FESTIVAL

APRIL 23<sup>rd</sup> 2016

7AM – 4PM



Close the northern westbound (outside) lane on Main between intersection of Delaney and Main and then taper the cones to allow traffic to get back on the outside lane before turning onto N. Verona.

## City of Avon Park Event Planning Guide

**Road closure Permit Application MUST be submitted at least 3 months in advance of the event.**

**State Road closure permits require DOT Road Closure Permit form.**

Today's Date: November 11, 2015 \_\_\_\_\_

Event Organizer/Sponsor: Avon Park Rotary Club

Contact information: Alice Oldham (863) 453-4299

Location of Event: Donaldson Park, Main St., Avon Park \_\_\_\_\_

Date(s)  Sat, April 23, 2016 \_\_\_\_\_ Time(s) of Proposed Event: 10 am - 4 pm \_\_

**Description of event: 6th Annual Avon Park Rotary Bluegrass & Blueberry Festival bringing thousands to downtown Avon Park. BBQ dinners, Kid's Zone, 2 Bluegrass Bands, vendors of original arts & crafts, blueberry lemonade, blueberry pie, blueberry Bake-Off contest, celebrity Dunk Tank. Free Admission and parking.**

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Will you be requesting City staff for any of the following (circle one):

Dumpster:                      Y N Quantity 1 \_\_\_\_\_

Garbage receptacles  Y                      N                      Quantity 10

Traffic Cones/ MOT:  Y                      N                      Quantity 50 \*\*

*(This includes delivery, installation and pick-up of cones by City staff and charge of \$20 per City "block". Weekend work may require additional charges.*

*\*\*Sponsor needs to stack cones at end of event\*\**

Police                              Y  N                      \$100 per officer (minimum 4 hours)

*(Additional hours require prior approval with additional rates)*

Road Closure                       Y                      N                      If yes, attach map of specific roads to be closed ✓

Will you require city water for your event?                       Y                      N

Will you require city electricity for your event?  Y                      N

Please provide copy of your event insurance. The City of Avon Park needs to be placed as "Additional Insured" on your policy for date of event and proof of insurance needs to be provided at least 2 weeks in advance of the event date. (attached)

C-6

**CITY COUNCIL REGULAR MEETING MINUTES**  
**Council Chambers – 123 E. Pine St., Avon Park, FL**  
**December 14, 2015 6:00 PM**

**Members Present:** Mayor Sharon Schuler, Deputy Mayor Brenda Giles Councilman Parke Sutherland Councilman Terry Heston, Councilperson Dora Smith.

**Members Absent:** None

**Others Present:** City Manager Julian Deleon, Administrative Services Director/City Clerk Maria Sutherland, Attorney Gerald T. Buhr, Members of Press and Audience.

Mayor Sharon Schuler called the meeting to order at 6:00 P.M. The invocation was given and the Pledge of Allegiance was recited. The roll was called and a quorum was present

**CITIZENS/OUTSIDE AGENCIES**

**Martin Luther King, Jr. annual Event January 18 @ Memorial Field.**

This was addressed during the CRA Meeting.

**Proclamation – ALPI.**

**Motion** by Deputy Mayor Brenda Giles, Seconded by Councilman Terry Heston to approve Proclamation as read. Motion passed unanimously.

**CONSENT AGENDA**

**Approve Regular Meeting Minutes, November 23, 2015**

**Budget Adjustments**

**Motion** made by Councilman Parke Sutherland, Seconded by Deputy Mayor Brenda Giles to approve Consent Agenda as presented by City Manager Julian DeLeon. Motion passed unanimously.

**COMMITTEE REPORTS/ATTY UPDATES/ANNOUNCEMENTS/PRESENTATIONS**

**Southside CDBG Project update:** Staff confirmed with the Council that engineering plans were not yet available for the State reviewing officer. There is concern that more delays will jeopardize the grant and that it is imperative that the engineer provide the required documents to the State with urgency. Council requested that an update be provided at all council meetings moving forward.

**ADMINISTRATIVE:**

**Resolution 15-27 Supplemental Fire resolution**

Resolution 15-27 was read into the record by City Attorney Gerald Buhr.

Mayor Sharon Schuler opened the Public Hearing, seeing no show of hands, Mayor Sharon Schuler closed the Public Hearing

**Motion** made by Councilman Terry Heston, Seconded by Parke Sutherland to approve Resolution 15-27 as read. Motion passed unanimously.

**Budget Adjustment for Replacement of Commercial Front End Loader (\$230,574.71).**

**Motion** made by Councilman Parke Sutherland, Seconded by Deputy Mayor Brenda Giles to approve budget adjustment for the purchase of the front end loader as presented by City Manager Julian Deleon. Motion passed unanimously.

**Motion** made by Councilman Parke Sutherland, Seconded by Councilman Terry Heston to purchase front end loader in the amount of \$230,574.71. Motion passed unanimously.

**Property Acquisition:** 45Acres from Scarborough Investment for effluent ponds.

Mayor Sharon Schuler opened the public hearing. Seeing no show of hands, Mayor Sharon Schuler closed the public hearing.

**Motion** made by Deputy Mayor Brenda Giles, Seconded by Councilman Terry Heston to approve the property acquisition of forty-five acres for effluent ponds as presented by City Manager Julian Deleon. Motion passed unanimously.

**Voluntary Annexation Agreement-Pinecrest on Lotela.**

**Motion** by Councilman Parke Sutherland by Councilman Terry Heston to approve the Voluntary Annexation Agreement –Pinecrest on Lotela. Motion passed unanimously.

**Ordinance 25-15** Amending Future Land Use of 5 parcels (approx. 134 acres)

City Attorney Gerald Buhr read Ordinance 25-15 into the record. Mayor Sharon Schuler opened the public hearing. Jeff Schmucker briefed the Council on the location and specifics of the property. Seeing no show of hands, Mayor Sharon Schuler closed the public hearing.

**Motion** made by Councilman Terry Heston, Seconded by Councilman Parke Sutherland to approve Ordinance 25-15 as presented. Motion passed unanimously.

**Ordinance 26-15.** Amending zoning of 5 parcels (approx. 134 acres).

City Attorney Gerald Buhr read Ordinance 26-15 into the record. Mayor Sharon Schuler opened the public hearing. Jeff Schmucker briefed the Council on the impacts of the zoning. Seeing no show of hands Mayor Sharon Schuler closed the public hearing.

**Motion** made by Councilman Terry Heston, Seconded by Deputy Mayor Brenda Giles to approve Ordinance 26-15 as presented. Motion passed unanimously.

**Ordinance 27-15.** Addressing Fence material type and Placement of fences.

City Attorney Gerald Buhr read Ordinance 27-15 into the record. Mayor Sharon Schuler opened the public hearing, seeing no show of hands Mayor Sharon Schuler closed the public hearing.

**Motion** Made by Councilman Terry Heston, Seconded by Deputy Mayor Brenda Giles to approve Ordinance 27-15.

Before a vote was called,

**Motion** was made by Councilman Parke Sutherland, Seconded by Deputy Mayor Brenda Giles to amend the motion to Ordinance 27-15 with noted corrections and additions; Jeff Schmucker will address the amendments and enter the changes to a revised document. Motion passed unanimously, then a vote was called on the original vote, and that motion passed unanimously.

**Donaldson Park Rehab and Improvements.**

**Motion** made by Councilman Parke Sutherland, Seconded by Deputy Mayor Brenda Giles to approve Donaldson Park Rehab and improvements as presented by City Manager Julian Deleon.

Motion passed unanimously.

**CITIZENS PARTICIPATION:**

The owners of 939 Delaney Ave. asked what the difference between loitering vs. trespassing was. The owners have had concerns with trespassing issues and have received conflicting responses from various agencies.

Meeting adjourned at 8:00 PM

E 10

**ORDINANCE NO. 01-16**

**AN ORDINANCE TO ANNEX TWENTY FOUR (24) PARCELS OF LAND OWNED BY DIFFERENT PEOPLE INTO THE CITY OF AVON PARK, HIGHLANDS COUNTY, FLORIDA, WITH SUCH LAND BEING GENERALLY LOCATED NORTH OF E. PINECREST DRIVE, ALONG THE EAST SIDE OF S. GULFVIEW DRIVE UP TO LAKE LOTELA DRIVE AS SHOWN IN THE ATTACHED MAP; PROVIDING FOR FINDINGS OF COMPLIANCE WITH ANNEXATION STATUTES AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Avon Park, Florida is a duly incorporated municipality under the laws of the State of Florida; and

**WHEREAS**, certain properties along South Gulfview Drive west of Lake Lotela, and north of East Pinecrest Drive, have executed annexation agreements with the City, and more specifically described by metes and bounds in Exhibit "B" showing each legal description, and as shown on Exhibit "A", a drawing showing the relative locations of such properties; and

**WHEREAS**, the annexation agreements for each property are provided in composite Exhibit C; and

**WHEREAS**, the City of Avon Park, would like to annex and incorporate these properties into the City limits of the City of Avon Park, Florida; and

**WHEREAS**, the City of Avon Park, Florida, finds that the properties are contiguous to the existing City Limits as required by Florida Statutes Section 171.044, and has the authority to annex this property; and

**WHEREAS**, the City of Avon Park, Florida deems it to be in the best interest of the public health, safety and welfare of the citizens of the City of Avon Park, Florida, and those entitled to its services that an Ordinance be passed for the purposes of annexing the said properties; and,

**NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF AVON PARK, FLORIDA;**

**Section 1. Recitals Included; Properties Suitable for Annexation.** The City Council finds the above recitals to be true, and incorporate them as part of this Ordinance, and find that the signatures of the owners of the properties described herein are affixed to voluntary annexation agreements, and that the properties are substantially

contiguous to the existing city limits, and are otherwise capable of being lawfully annexed into the City.

**Section 2. Property Annexed.** That the parcels of land with the metes and bounds legal descriptions identified in Exhibit "B" attached hereto and incorporated herein, are hereby annexed into the City of Avon Park, Florida, pursuant to Statute 171.044 F.S. The properties being annexed are shown on the map attached as Exhibit "B", and are also identified by their relative addresses and tax ID numbers as follows:

**Addresses and Tax ID of Properties**

SITE_ID	PARCELNO	ACREAGE	Address
1	C25332805000B00000	14.97	2250 LITTLE LAKE BONNETT RD AVON PARK
2	C25332805000300AA0	3.83	1455 S GOLFVIEW DR AVON PARK
3	C25332805000301460	0.06	1460 S GOLFVIEW DR AVON PARK
4	C25332805000301458	0.06	1458 S GOLFVIEW DR AVON PARK
5	C25332805000301456	0.06	1456 S GOLFVIEW DR AVON PARK
6	C25332805000301454	0.06	1454 S GOLFVIEW DR AVON PARK
7	C25332805000301450	0.05	1450 S GOLFVIEW DR AVON PARK
8	C25332805000301448	0.05	1448 S GOLFVIEW DR AVON PARK
9	C25332805000301446	0.05	1446 S GOLFVIEW DR AVON PARK
10	C25332805000301444	0.05	1444 S GOLFVIEW DR AVON PARK
11	C25332805000301442	0.05	1442 S GOLFVIEW DR AVON PARK
12	C25332805000301438	0.05	1438 S GOLFVIEW DR AVON PARK
13	C25332805000301436	0.05	1436 S GOLFVIEW DR AVON PARK
14	C25332805000301434	0.05	1434 S GOLFVIEW DR AVON PARK
15	C25332805000301432	0.05	1432 S GOLFVIEW DR AVON PARK
16	C25332805000301430	0.05	1430 S GOLFVIEW DR AVON PARK
17	C25332805000301428	0.05	1428 S GOLFVIEW DR AVON PARK
18	C25332805000301426	0.05	1426 S GOLFVIEW DR AVON PARK
19	C25332805000301422	0.05	1422 S GOLFVIEW DR AVON PARK
20	C25332805000301420	0.05	1420 S GOLFVIEW DR AVON PARK
21	C25332805000301418	0.05	1418 S GOLFVIEW DR AVON PARK
22	C25332805000301416	0.05	1416 S GOLFVIEW DR AVON PARK
23	C25332805000301410	1.15	1410 S GOLFVIEW DR AVON PARK
24	C25332805000B10000	0.71	1650 E PINECREST DR

The City boundaries are hereby redefined so as to include the said described parcels of land.

**Section 3. Effective Date.** This ordinance shall become effective immediately upon passage.

This ordinance was read for the first time at the Regular Meeting of the City Council on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, where it was voted on by members of the City Council as follows:

	<u>Yes</u>	<u>No</u>	<u>Abstain</u>	<u>Absent</u>
Commissioner/Mayor Schuler	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Commissioner/Deputy Mayor Giles	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Commissioner Heston	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Commissioner Sutherland	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Commissioner Smith	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

This ordinance was authorized to be read for a second and final time at the Regular Meeting of the City Council on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, where it was voted on by members of the City Council as follows:

	<u>Yes</u>	<u>No</u>	<u>Abstain</u>	<u>Absent</u>
Commissioner/Mayor Schuler	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Commissioner/Deputy Mayor Giles	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Commissioner Heston	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Commissioner Sutherland	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Commissioner Smith	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

(Seal)

**ATTEST:**

**CITY OF AVON PARK, FLORIDA**

By: \_\_\_\_\_

Maria Sutherland, City Clerk

By: \_\_\_\_\_

Sharon Schuler, Mayor

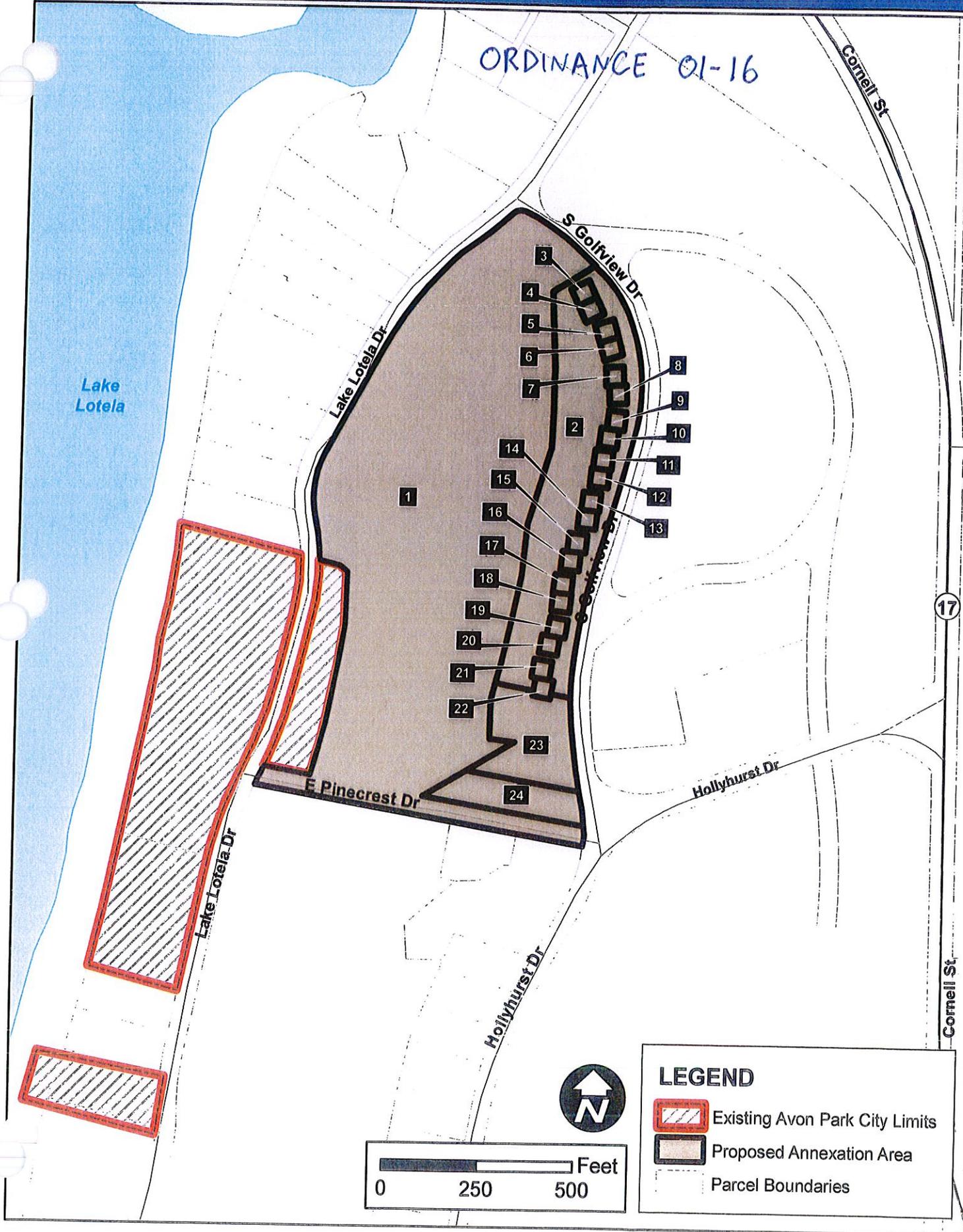
**APPROVED AS TO FORM:**

\_\_\_\_\_

Gerald Buhr, City Attorney

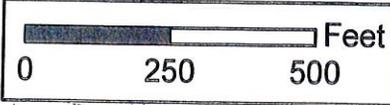
# Exhibit A - Highlands County and Avon Park Annexation Ordinance

ORDINANCE 01-16



## LEGEND

-  Existing Avon Park City Limits
-  Proposed Annexation Area
-  Parcel Boundaries



# EXHIBIT-B

Agreements, covenants, and legal metes and bound.

**THIS INSTRUMENT PREPARED BY  
AND SHOULD BE RETURNED TO:**

**Utility Billing Department  
City of Avon Park, Florida  
110 East Main Street  
Avon Park, FL 33825  
(863) 452-4403**

For Recording Purposes Only

**AGREEMENT TO ANNEX PROPERTY**

This Agreement is executed on this 15th day of December, 2015, by Crews Groves, Inc, whose address is P O BOX 1669, AVON PARK, FL 33826-1669 and his /her successors and assigns heirs and personal representatives (hereinafter collectively referred to as "Owner"), for and in favor of the City of Avon Park whose business address is 110 East Main, Avon Park, Florida 33825, and its successors and assigns (hereinafter referred to as "City").

**WITNESSETH**

Owner, for and in consideration of the receipt of utility service, and Rezoning initiated by the City, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby agree and covenant to annex the property described below ("Property"), into the boundaries of the City.

C-25-33-28-050-0030-1410  
1410 S GOLVIEW DR  
AVON PARK, FL 33825

**Legal Description**  
PINECREST VILLAS  
OR 891 PG 502 + THOMAS SVY  
LOT 10-LESS A SLIVER OFF  
N SIDE + ALL LOT 11

*RCB*

C-25-33-28-050-00B1-0000  
1650 E PINECREST DR  
AVON PARK, FL 33825

**Legal Description**

REPLAT PINECREST LAKES ETC  
PER PB 3-PGS 118-118A-118B  
A .73 ACRE TR BEING S 90  
FT OF TA TR B1 S OF BLK 3  
ON N SIDE OF PINECREST BVD  
.71 ACRES

C-25-33-28-050-0120-0010  
1780 HOLLYHURST DR  
AVON PARK, FL 33825

**Legal Description**

REPLAT PINECREST LAKES ETC  
PER PB 3-PGS 118-118A-118B  
PARCEL 7 AS PER REVISED  
SURVEY BY R MILLER SAID  
PARCEL INCLUDES LOT 1 BLK

Owner petitions to voluntarily annex the Property when annexation of the Property is deemed lawful by the City in its sole discretion. The City would not otherwise provide utility service to the Owner but for the expectation that the Property would be annexed when it deems such annexation is lawful. Owner, and any successors, assigns by way of sale of the whole Property, parcels of property, sale of lots through subdivision or any other portion of the Property, all agree to voluntarily allow annexation by the City, and shall execute any documents necessary to accomplish that annexation into the City, and shall in no way hinder or delay such annexation. Owner understands that this Agreement is perpetual, and is not revocable, and binds the Owner, his/her successors, assigns, heirs and personal representatives. It is expressly understood and agreed that the terms, covenants, and conditions of this Agreement shall be and constitute covenants running with and binding on the property described below including any lots or parcels resulting from subdividing, and shall constitute an obligation on any such individual subdivided lots or parcels, regardless of title or ownership and regardless of any other future changes in ownership or characteristics that may take place.

Owner agrees that if Owner breaches this Agreement, the City's loss of potential future taxes from Owner's project and future annexations based from Owner's parcel would be substantial, and agrees that the City would be entitled to damages for such losses, along with all legal and equitable remedies available under the law, as well as all attorney fees and costs, including without limitation paralegals and expert witnesses, and including appellate attorney fees and costs.

Signed, sealed and delivered before these witnesses:

Christy  
(Signed)

Christy F. Crew  
(Printed)

Sue Walker  
(Signed)

Sue Walker  
(Printed)

OWNER:  
Crews Groves, Inc.

By: Phil Crews, President

OWNER:  
\_\_\_\_\_

By: \_\_\_\_\_

**STATE OF FLORIDA  
COUNTY OF HIGHLANDS**

I HEREBY CERTIFY that on this 17 day of December, 2015, before me, an officer duly qualified to take acknowledgments, personally appeared Robert L. Crews II He is known to me know or who produced \_\_\_\_\_ as identification and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESSETH my hand and official seal in the state and county named above.



Notary Public, State of Florida

Signature: Betty Sue Walker  
Printed name: Betty Sue Walker  
Commission No. FF 167304 My Commission Expires: April 28, 2016

**STATE OF FLORIDA  
COUNTY OF HIGHLANDS**

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, an officer duly qualified to take acknowledgments, personally appeared \_\_\_\_\_. He is known to me know or who produced \_\_\_\_\_ as identification and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESSETH my hand and official seal in the state and county named above.

(Seal)

Notary Public, State of Florida

Signature: \_\_\_\_\_  
Printed name: \_\_\_\_\_  
Commission No. \_\_\_\_\_ My Commission Expires: \_\_\_\_\_

# Parcel C-25-33-28-050-0030-1460

1460 S GOLFPVIEW DR  
AVON PARK, FL 33825

**Owners:**

NAJMOWICZ JOHN J + CAROLYN

**Mailing Address**

54 WINSOR AV  
JOHNSTON, RI 02919

**DOR Code:** 01 - SINGLE FAMILY

**Neighborhood:** 4419.10 - PINECREST VILLAS

**Millage:** 40 - County Southwest Water

**Map ID:** 45A

## Legal Description

PINECREST VILLAS

OR 891 PG 502 + THOMAS SVY

UNIT 1460 BEING IN NLY

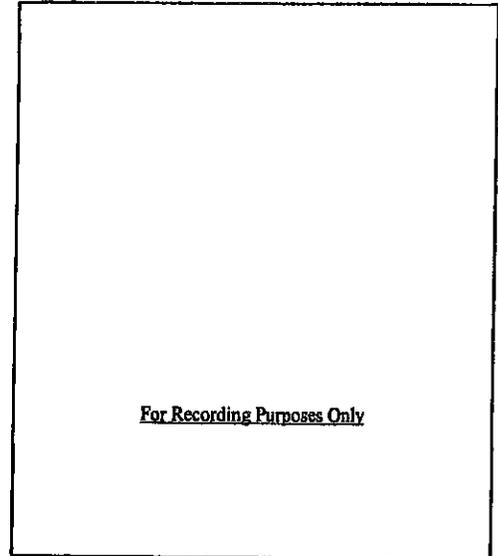
PORTION OF LOT 1A

+ INT IN COMMON ELEMENTS



**THIS INSTRUMENT PREPARED BY  
AND SHOULD BE RETURNED TO:**

*JB*  
*1850*  
*AIR*  
*Savitri Latchmansingh*  
**Utility Billing Department**  
**City of Avon Park, Florida**  
**110 East Main Street**  
**Avon Park, FL 33825**  
**(863) 452-4403**



**AGREEMENT TO ANNEX PROPERTY**

This Agreement is executed on this 13 day of NOVEMBER 20 13, by FRIEDERICK BRUNO and \_\_\_\_\_, whose address is 1460 S GOLFVIEW DR AVON PARK FL 33825, and his /her successors and assigns heirs and personal representatives (hereinafter collectively referred to as "Owner"), for and in favor of the City of Avon Park whose business address is 110 East Main, Avon Park, Florida 33825, and its successors and assigns (hereinafter referred to as "City").

**WITNESSETH**

Owner, for and in consideration of the receipt of utility service, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby agree and covenant to annex the property described below ("Property"), into the boundaries of the City.

<b><u>SITE ADDRESS</u></b>	<b><u>Legal Description</u></b>	
1460 S GOLFVIEW DR	PINECREST VILLAS	PORTION OF LOT 1A
AVON PARK, FL 33825	OR 891 PG 502 + THOMAS SVY	+ INT IN COMMON ELEMENTS
	UNIT 1460 BEING IN NLY	

Owner petitions to voluntarily annex the Property when annexation of the Property is deemed lawful by the City in its sole discretion. The City would not otherwise provide utility service to the Owner but for the expectation that the Property would be annexed when it deems such annexation is lawful. Owner, and any successors, assigns by way of sale of the whole Property, parcels of property, sale of lots through subdivision or any other portion of the Property, all agree to voluntarily allow annexation by the City, and shall execute any documents necessary to accomplish that annexation into the City, and shall in no way hinder or delay such annexation. Owner understands that this Agreement is perpetual, and is not revocable, and binds the Owner, his/her successors, assigns, heirs and personal representatives. It is expressly understood and agreed that the terms, covenants, and conditions of this Agreement shall be and constitute covenants running with and binding on the property described below including any lots or parcels resulting from subdividing, and shall constitute an obligation on any such individual subdivided lots or parcels, regardless of title or ownership and regardless of any other future changes in ownership or characteristics that may take place.

Owner agrees that if Owner breaches this Agreement, the City's loss of potential future taxes from Owner's project and future annexations based from Owner's parcel would be substantial, and agrees that the City would be entitled to damages for such losses, along with all legal and equitable remedies available under the law, as well as all attorney fees and costs, including without limitation paralegals and expert witnesses, and including appellate attorney fees and costs.

Signed, sealed and delivered before these witnesses:

Mamita English  
(Signed)

MAMITA ENGLISH  
(Printed)

OWNER:

Frederick Bruno

By: FREDERICK BRUNO

OWNER:

Rhadelyh  
(Signed)

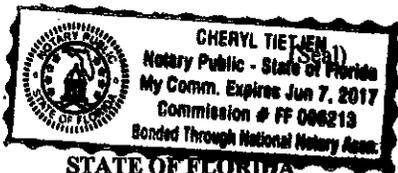
Savitri Latchmansingh  
(Printed)

By: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF HIGHLANDS

I HEREBY CERTIFY that on this 13th day of November, 2013, before me, an officer duly qualified to take acknowledgments, personally appeared Frederick Bruno He is known to me know or who produced Dr. Frederick Bruno as identification and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESSETH my hand and official seal in the state and county named above.



STATE OF FLORIDA  
COUNTY OF HIGHLANDS

Notary Public, State of Florida

Signature: Cheryl Tietjen  
Printed name: Cheryl Tietjen  
Commission No. FF006213 My Commission Expires: June 7, 2017

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, an officer duly qualified to take acknowledgments, personally appeared \_\_\_\_\_. He is known to me know or who produced \_\_\_\_\_ as identification and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESSETH my hand and official seal in the state and county named above.

Notary Public, State of Florida

(Seal)

Signature: \_\_\_\_\_  
Printed name: \_\_\_\_\_  
Commission No. \_\_\_\_\_ My Commission Expires: \_\_\_\_\_

# Parcel C-25-33-28-050-0030-1458

1458 S GOLFVIEW DR  
AVON PARK, FL 33825

**Owners:**

HOLLMANN BETTY L TRUST

**Mailing Address**

1458 S GOLFVIEW DR  
AVON PARK, FL 33825

**DOR Code:** 01 - SINGLE FAMILY

**Neighborhood:** 4419.10 - PINECREST VILLAS

**Millage:** 40 - County Southwest Water

**Map ID:** 45A

## Legal Description

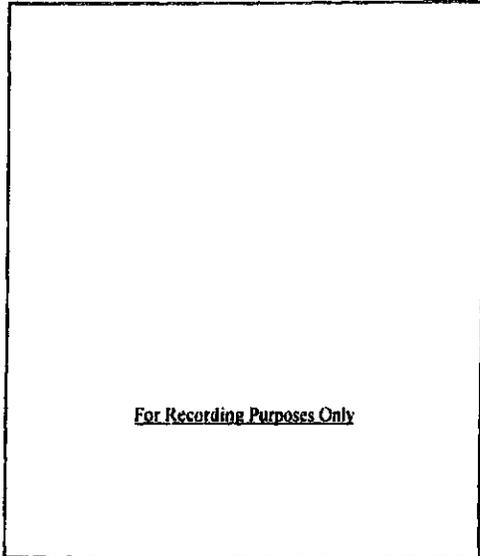
PINECREST VILLAS  
OR 891 PG 502 + THOMAS SVY  
UNIT 1458 BEING IN SLY  
PORTION OF LOT 1A  
+ INT IN COMMON ELEMENTS



**THIS INSTRUMENT PREPARED BY  
AND SHOULD BE RETURNED TO:**

JB  
18.50  
AIR

*Savitri Latchmansingh*  
**Utility Billing Department**  
**City of Avon Park, Florida**  
**110 East Main Street**  
**Avon Park, FL 33825**  
**(863) 452-4403**



For Recording Purposes Only

**AGREEMENT TO ANNEX PROPERTY**

This Agreement is executed on this 29<sup>th</sup> day of OCT, 2013, by Betty L. Hollmann  
and \_\_\_\_\_, whose address is 1458 S. Golfview Dr  
\_\_\_\_\_, and his /her successors and assigns heirs and personal representatives (hereinafter  
collectively referred to as "Owner"), for and in favor of the City of Avon Park whose business  
address is 110 East Main, Avon Park, Florida 33825, and its successors and assigns (hereinafter  
referred to as "City").

**WITNESSETH**

Owner, for and in consideration of the receipt of utility service, and other good and valuable  
consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby agree and  
covenant to annex the property described below ("Property"), into the boundaries of the City.

**SITE ADDRESS**  
1458 S GOLFVIEW DR  
AVON PARK, FL 33825

**Legal Description**  
PINECREST VILLAS  
OR 891 PG 502 + THOMAS SVY    PORTION OF LOT 1A  
UNIT 1458 BEING IN SLY        + INT IN COMMON ELEMENTS

Owner petitions to voluntarily annex the Property when annexation of the Property is deemed lawful  
by the City in its sole discretion. The City would not otherwise provide utility service to the Owner  
but for the expectation that the Property would be annexed when it deems such annexation is lawful.  
Owner, and any successors, assigns by way of sale of the whole Property, parcels of property, sale of  
lots through subdivision or any other portion of the Property, all agree to voluntarily allow  
annexation by the City, and shall execute any documents necessary to accomplish that annexation  
into the City, and shall in no way hinder or delay such annexation. Owner understands that this  
Agreement is perpetual, and is not revocable, and binds the Owner, his/her successors, assigns, heirs  
and personal representatives. It is expressly understood and agreed that the terms, covenants, and  
conditions of this Agreement shall be and constitute covenants running with and binding on the  
property described below including any lots or parcels resulting from subdividing, and shall  
constitute an obligation on any such individual subdivided lots or parcels, regardless of title or  
ownership and regardless of any other future changes in ownership or characteristics that may take  
place.

Owner agrees that if Owner breaches this Agreement, the City's loss of potential future taxes from Owner's project and future annexations based from Owner's parcel would be substantial, and agrees that the City would be entitled to damages for such losses, along with all legal and equitable remedies available under the law, as well as all attorney fees and costs, including without limitation paralegals and expert witnesses, and including appellate attorney fees and costs.

Signed, sealed and delivered before these witnesses:

Y Cuencas  
(Signed)

YAZIMA CUENCAS  
(Printed)

Savitri  
(Signed)

Savitri Latchmansingh  
(Printed)

OWNER:

\* Betty L. Hollmann

By: BETTY L. HOLLMANN

OWNER:

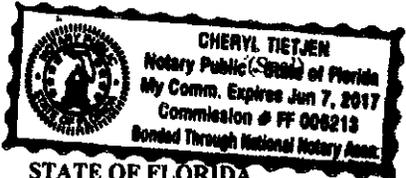
\*

By: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF HIGHLANDS

I HEREBY CERTIFY that on this 29th day of October, 2013, before me, an officer duly qualified to take acknowledgments, personally appeared Betty Hollmann He is known to me know or who produced DL H455-092-30-562-0 as identification and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESSETH my hand and official seal in the state and county named above.



Notary Public, State of Florida

Signature: Cheryl Tietjen  
Printed name: Cheryl Tietjen  
Commission No. FF008213 My Commission Expires: June 7, 2017

STATE OF FLORIDA  
COUNTY OF HIGHLANDS

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, an officer duly qualified to take acknowledgments, personally appeared \_\_\_\_\_ He is known to me know or who produced \_\_\_\_\_ as identification and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESSETH my hand and official seal in the state and county named above.

Notary Public, State of Florida

(Seal)

Signature: \_\_\_\_\_  
Printed name: \_\_\_\_\_  
Commission No. \_\_\_\_\_ My Commission Expires: \_\_\_\_\_

# Parcel C-25-33-28-050-0030-1456

1456 S GOLFVIEW DR  
AVON PARK, FL 33825

## Owners:

LAYNE MARTHA A

## Mailing Address

1456 GOLFVIEW DR  
AVON PARK, FL 33825

**DOR Code:** 01 - SINGLE FAMILY

**Neighborhood:** 4419.10 - PINECREST VILLAS

**Millage:** 40 - County Southwest Water

**Map ID:** 45A

## Legal Description

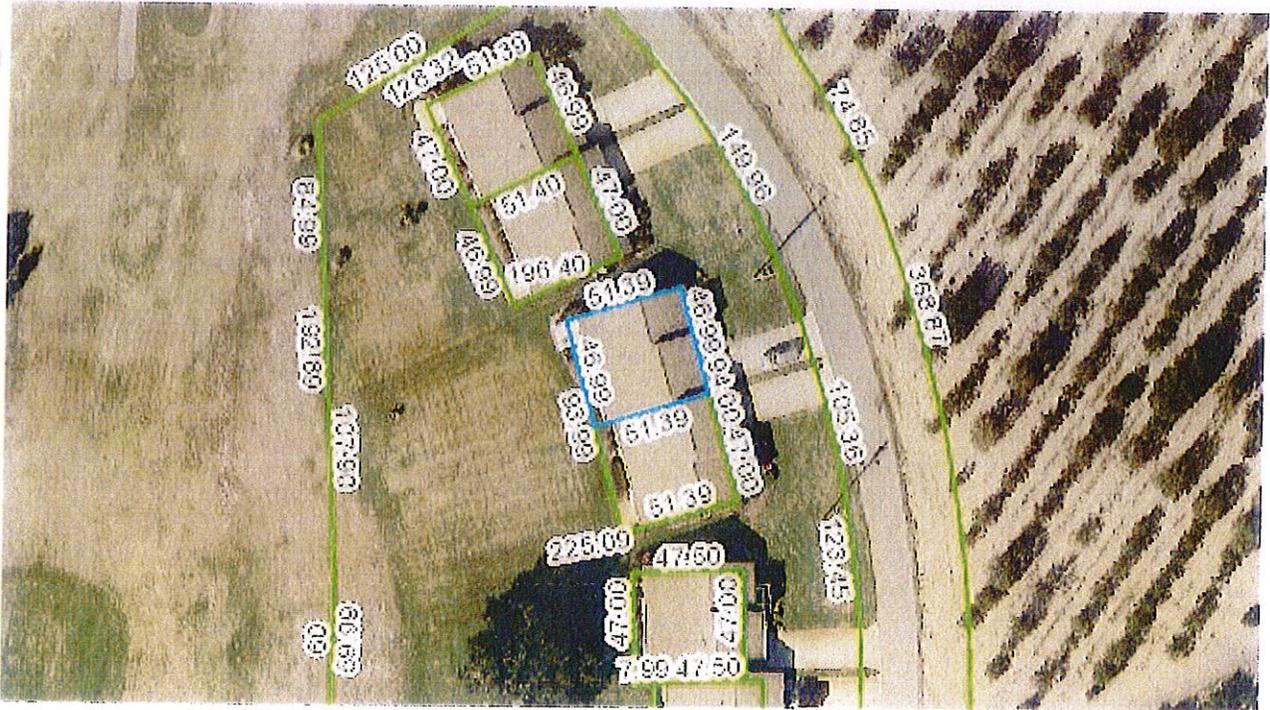
PINECREST VILLAS

OR 891 PG 502 + THOMAS SVY

UNIT 1456 BEING IN NLY

PORTION OF LOT 1B

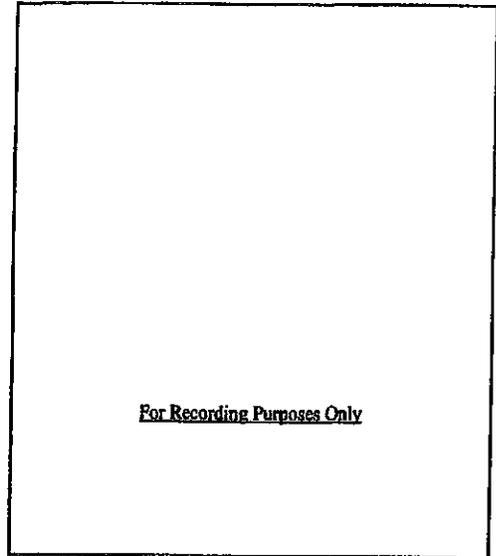
+ INT IN COMMON ELEMENTS



**THIS INSTRUMENT PREPARED BY  
AND SHOULD BE RETURNED TO:**

JB  
18.50  
AIR

*Savitri Latchmansingh*  
**Utility Billing Department  
City of Avon Park, Florida  
110 East Main Street  
Avon Park, FL 33825  
(863) 452-4403**



For Recording Purposes Only

**AGREEMENT TO ANNEX PROPERTY**

This Agreement is executed on this 6 day of November, 2013, by Martha A. Kayne and \_\_\_\_\_, whose address is 1456 S. Golfview Drive, Avon Park, FL \_\_\_\_\_, and his /her successors and assigns heirs and personal representatives (hereinafter collectively referred to as "Owner"), for and in favor of the City of Avon Park whose business address is 110 East Main, Avon Park, Florida 33825, and its successors and assigns (hereinafter referred to as "City").

**WITNESSETH**

Owner, for and in consideration of the receipt of utility service, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby agree and covenant to annex the property described below ("Property"), into the boundaries of the City.

<u>SITE ADDRESS</u>	<u>Legal Description</u>	
1456 S GOLFVIEW DR AVON PARK , FL 33825	PINECREST VILLAS OR 891 PG 502 + THOMAS SVY UNIT 1456 BEING IN NLY	PORION OF LOT 1B + INT IN COMMON ELEMENTS

Owner petitions to voluntarily annex the Property when annexation of the Property is deemed lawful by the City in its sole discretion. The City would not otherwise provide utility service to the Owner but for the expectation that the Property would be annexed when it deems such annexation is lawful. Owner, and any successors, assigns by way of sale of the whole Property, parcels of property, sale of lots through subdivision or any other portion of the Property, all agree to voluntarily allow annexation by the City, and shall execute any documents necessary to accomplish that annexation into the City, and shall in no way hinder or delay such annexation. Owner understands that this Agreement is perpetual, and is not revocable, and binds the Owner, his/her successors, assigns, heirs and personal representatives. It is expressly understood and agreed that the terms, covenants, and conditions of this Agreement shall be and constitute covenants running with and binding on the property described below including any lots or parcels resulting from subdividing, and shall constitute an obligation on any such individual subdivided lots or parcels, regardless of title or ownership and regardless of any other future changes in ownership or characteristics that may take place.

Owner agrees that if Owner breaches this Agreement, the City's loss of potential future taxes from Owner's project and future annexations based from Owner's parcel would be substantial, and agrees that the City would be entitled to damages for such losses, along with all legal and equitable remedies available under the law, as well as all attorney fees and costs, including without limitation paralegals and expert witnesses, and including appellate attorney fees and costs.

Signed, sealed and delivered before these witnesses:

Shatebyh  
(Signed)

Savitri Latchmansingh  
(Printed)

Martha English  
(Signed)

MARLITA ENGLISH  
(Printed)

OWNER:  
Martha Layne

By: MARTHA LAYNE

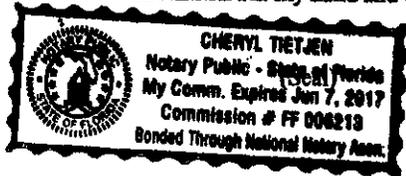
OWNER:  
\_\_\_\_\_

By: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF HIGHLANDS

I HEREBY CERTIFY that on this 10th day of November, 2013, before me, an officer duly qualified to take acknowledgments, personally appeared Martha Layne He is known to me know or who produced DL 1073085 (maine) as identification and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESSETH my hand and official seal in the state and county named above.



Notary Public, State of Florida

Signature: Cheryl Tretjen  
Printed name: CHERYL TRETJEN  
Commission No. FF006219 My Commission Expires: June 7, 2017

STATE OF FLORIDA  
COUNTY OF HIGHLANDS

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, an officer duly qualified to take acknowledgments, personally appeared \_\_\_\_\_ He is known to me know or who produced \_\_\_\_\_ as identification and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESSETH my hand and official seal in the state and county named above.

Notary Public, State of Florida

(Seal)

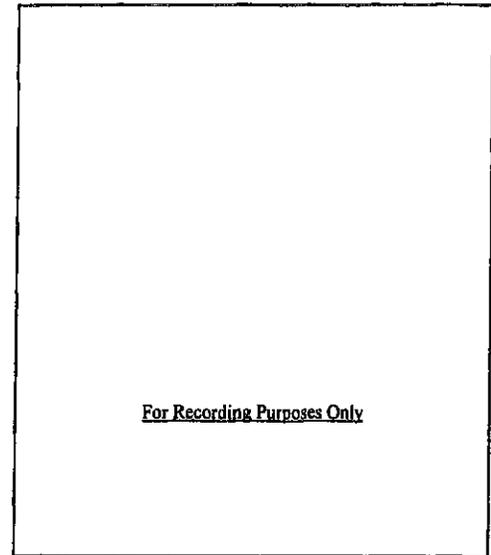
Signature: \_\_\_\_\_  
Printed name: \_\_\_\_\_  
Commission No. \_\_\_\_\_ My Commission Expires: \_\_\_\_\_



JB  
1850  
AR

**THIS INSTRUMENT PREPARED BY  
AND SHOULD BE RETURNED TO:**

*Savri Latchmansing*  
**Utility Billing Department  
City of Avon Park, Florida  
110 East Main Street  
Avon Park, FL 33825  
(863) 452-4403**



For Recording Purposes Only

**AGREEMENT TO ANNEX PROPERTY**

This Agreement is executed on this 20 day of NOVEMBER 20 13, by HELEN YOUNG and \_\_\_\_\_, whose address is 1454 S GOLFVIEW DR, AVON PARK, FL 33825, and his /her successors and assigns heirs and personal representatives (hereinafter collectively referred to as "Owner"), for and in favor of the City of Avon Park whose business address is 110 East Main, Avon Park, Florida 33825, and its successors and assigns (hereinafter referred to as "City").

**WITNESSETH**

Owner, for and in consideration of the receipt of utility service, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby agree and covenant to annex the property described below ("Property"), into the boundaries of the City.

**SITE ADDRESS**  
1454 S GOLFVIEW DR  
AVON PARK , FL 33825

**Legal Description**  
PINECREST VILLAS  
OR 891 PG 502 + THOMAS SVY  
UNIT 1454 BEING IN SLY

PORTION OF LOT 1B  
+ INT IN COMMON ELEMENTS

Owner petitions to voluntarily annex the Property when annexation of the Property is deemed lawful by the City in its sole discretion. The City would not otherwise provide utility service to the Owner but for the expectation that the Property would be annexed when it deems such annexation is lawful. Owner, and any successors, assigns by way of sale of the whole Property, parcels of property, sale of lots through subdivision or any other portion of the Property, all agree to voluntarily allow annexation by the City, and shall execute any documents necessary to accomplish that annexation into the City, and shall in no way hinder or delay such annexation. Owner understands that this Agreement is perpetual, and is not revocable, and binds the Owner, his/her successors, assigns, heirs and personal representatives. It is expressly understood and agreed that the terms, covenants, and conditions of this Agreement shall be and constitute covenants running with and binding on the property described below including any lots or parcels resulting from subdividing, and shall constitute an obligation on any such individual subdivided lots or parcels, regardless of title or ownership and regardless of any other future changes in ownership or characteristics that may take place.

Owner agrees that if Owner breaches this Agreement, the City's loss of potential future taxes from Owner's project and future annexations based from Owner's parcel would be substantial, and agrees that the City would be entitled to damages for such losses, along with all legal and equitable remedies available under the law, as well as all attorney fees and costs, including without limitation paralegals and expert witnesses, and including appellate attorney fees and costs.

Signed, sealed and delivered before these witnesses:

Marieta English  
(Signed)

MARIETA ENGLISH  
(Printed)

OWNER:

Helen K. Young

By: Helen K. Young

OWNER:

\_\_\_\_\_  
(Signed)

\_\_\_\_\_

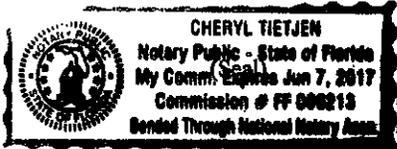
\_\_\_\_\_  
(Printed)

By: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF HIGHLANDS

I HEREBY CERTIFY that on this 20th day of November, 2013, before me, an officer duly qualified to take acknowledgments, personally appeared Helen K. Young He is known to me know or who produced DL Y520-391-32-599-0 as identification and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESSETH my hand and official seal in the state and county named above.



Notary Public, State of Florida

Signature: Cheryl Tietjen  
Printed name: Cheryl Tietjen  
Commission No. FF 000213 My Commission Expires: June 7, 2017

STATE OF FLORIDA  
COUNTY OF HIGHLANDS

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, an officer duly qualified to take acknowledgments, personally appeared \_\_\_\_\_. He is known to me know or who produced \_\_\_\_\_ as identification and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESSETH my hand and official seal in the state and county named above.

Notary Public, State of Florida

(Seal)

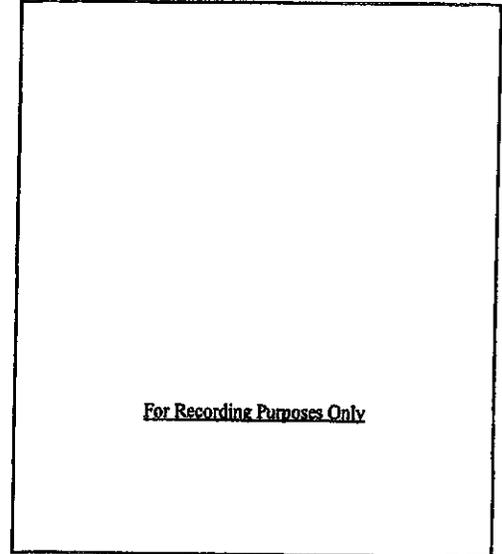
Signature: \_\_\_\_\_  
Printed name: \_\_\_\_\_  
Commission No. \_\_\_\_\_ My Commission Expires: \_\_\_\_\_



JB  
18:50  
AIR

**THIS INSTRUMENT PREPARED BY  
AND SHOULD BE RETURNED TO:**

*Savitri Latchmansingh*  
**Utility Billing Department**  
**City of Avon Park, Florida**  
**110 East Main Street**  
**Avon Park, FL 33825**  
**(863) 452-4403**



For Recording Purposes Only

**AGREEMENT TO ANNEX PROPERTY**

This Agreement is executed on this 20 day of NOVEMBER 20 13, by JO CROCKER and R 33825, whose address is 1450 S GOLFVIEW DR AVON PARK, and his /her successors and assigns heirs and personal representatives (hereinafter collectively referred to as "Owner"), for and in favor of the City of Avon Park whose business address is 110 East Main, Avon Park, Florida 33825, and its successors and assigns (hereinafter referred to as "City").

**WITNESSETH**

Owner, for and in consideration of the receipt of utility service, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby agree and covenant to annex the property described below ("Property"), into the boundaries of the City.

**SITE ADDRESS**  
1450 S GOLFVIEW DR  
AVON PARK, FL 33825

**Legal Description**  
PINECREST VILLAS  
OR 891 PG 502 + THOMAS SVY  
UNIT 1450 BEING IN NLY

PORTION OF LOT 2  
+ INT IN COMMON ELEMENTS

Owner petitions to voluntarily annex the Property when annexation of the Property is deemed lawful by the City in its sole discretion. The City would not otherwise provide utility service to the Owner but for the expectation that the Property would be annexed when it deems such annexation is lawful. Owner, and any successors, assigns by way of sale of the whole Property, parcels of property, sale of lots through subdivision or any other portion of the Property, all agree to voluntarily allow annexation by the City, and shall execute any documents necessary to accomplish that annexation into the City, and shall in no way hinder or delay such annexation. Owner understands that this Agreement is perpetual, and is not revocable, and binds the Owner, his/her successors, assigns, heirs and personal representatives. It is expressly understood and agreed that the terms, covenants, and conditions of this Agreement shall be and constitute covenants running with and binding on the property described below including any lots or parcels resulting from subdividing, and shall constitute an obligation on any such individual subdivided lots or parcels, regardless of title or ownership and regardless of any other future changes in ownership or characteristics that may take place.

Owner agrees that if Owner breaches this Agreement, the City's loss of potential future taxes from Owner's project and future annexations based from Owner's parcel would be substantial, and agrees that the City would be entitled to damages for such losses, along with all legal and equitable remedies available under the law, as well as all attorney fees and costs, including without limitation paralegals and expert witnesses, and including appellate attorney fees and costs.

Signed, sealed and delivered before these witnesses:

Marieta English  
(Signed)

MARIETA ENGLISH  
(Printed)

OWNER:

Jo V. Crocker

By: JO V. CROCKER

OWNER:

Y. Cuencas  
(Signed)

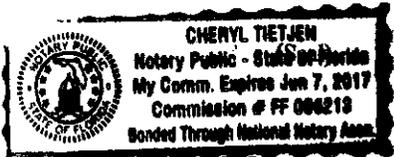
YAZMIN CUENCAS  
(Printed)

By: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF HIGHLANDS

I HEREBY CERTIFY that on this 20th day of November, 2013, before me, an officer duly qualified to take acknowledgments, personally appeared Jo V. Crocker. He is known to me know or who produced DL 6626-438-26-9470 as identification and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESSETH my hand and official seal in the state and county named above.



Notary Public, State of Florida

Signature: Cheryl Tietjen  
Printed name: Cheryl Tietjen  
Commission No. FF086213 My Commission Expires: June 7, 2017

STATE OF FLORIDA  
COUNTY OF HIGHLANDS

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, an officer duly qualified to take acknowledgments, personally appeared \_\_\_\_\_. He is known to me know or who produced \_\_\_\_\_ as identification and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESSETH my hand and official seal in the state and county named above.

Notary Public, State of Florida

(Seal)

Signature: \_\_\_\_\_  
Printed name: \_\_\_\_\_  
Commission No. \_\_\_\_\_ My Commission Expires: \_\_\_\_\_



JB  
 18.50  
 AIR  
**THIS INSTRUMENT PREPARED BY**  
**AND SHOULD BE RETURNED TO:**  
*Savitri Latchmansingh*  
**Utility Billing Department**  
**City of Avon Park, Florida**  
**110 East Main Street**  
**Avon Park, FL 33825**  
**(863) 452-4403**



For Recording Purposes Only

**AGREEMENT TO ANNEX PROPERTY**

This Agreement is executed on this 25<sup>th</sup> day of November, 2013, by James and Connie Keith, whose address is 1448 S Golfview Dr, Avon Park FL, and his /her successors and assigns heirs and personal representatives (hereinafter collectively referred to as "Owner"), for and in favor of the City of Avon Park whose business address is 110 East Main, Avon Park, Florida 33825, and its successors and assigns (hereinafter referred to as "City").

**WITNESSETH**

Owner, for and in consideration of the receipt of utility service, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby agree and covenant to annex the property described below ("Property"), into the boundaries of the City.

<b><u>SITE ADDRESS</u></b> 1448 S GOLFVIEW DR AVON PARK, FL 33825	<b><u>Legal Description</u></b> PINECREST VILLAS OR 891 PG 502 + THOMAS SVY UNIT 1448 BEING IN SLY	<b><u>PORTION OF LOT 2</u></b> + INT IN COMMON ELEMENTS
---	---	--

Owner petitions to voluntarily annex the Property when annexation of the Property is deemed lawful by the City in its sole discretion. The City would not otherwise provide utility service to the Owner but for the expectation that the Property would be annexed when it deems such annexation is lawful. Owner, and any successors, assigns by way of sale of the whole Property, parcels of property, sale of lots through subdivision or any other portion of the Property, all agree to voluntarily allow annexation by the City, and shall execute any documents necessary to accomplish that annexation into the City, and shall in no way hinder or delay such annexation. Owner understands that this Agreement is perpetual, and is not revocable, and binds the Owner, his/her successors, assigns, heirs and personal representatives. It is expressly understood and agreed that the terms, covenants, and conditions of this Agreement shall be and constitute covenants running with and binding on the property described below including any lots or parcels resulting from subdividing, and shall constitute an obligation on any such individual subdivided lots or parcels, regardless of title or ownership and regardless of any other future changes in ownership or characteristics that may take place.

Owner agrees that if Owner breaches this Agreement, the City's loss of potential future taxes from Owner's project and future annexations based from Owner's parcel would be substantial, and agrees that the City would be entitled to damages for such losses, along with all legal and equitable remedies available under the law, as well as all attorney fees and costs, including without limitation paralegals and expert witnesses, and including appellate attorney fees and costs.

Signed, sealed and delivered before these witnesses:

James W. Keith  
(Signed)

James W. Keith  
(Printed)

Connie Keith  
(Signed)

Connie Keith  
(Printed)

OWNER:

By: \_\_\_\_\_

OWNER:

By: \_\_\_\_\_

Missouri  
STATE OF ~~FLORIDA~~  
COUNTY OF ~~HIGHLANDS~~ Gasconade

I HEREBY CERTIFY that on this 25<sup>th</sup> day of November, 2013, before me, an officer duly qualified to take acknowledgments, personally appeared James Keith. He is known to me know or who produced \_\_\_\_\_ as identification and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESSETH my hand and official seal in the state and county named above.



SHIRLEY VIOLA  
My Commission Expires  
October 21, 2015  
Gasconade County  
Commission #11544209

Notary Public, State of Florida

Signature: Shirley Viola  
Printed name: Shirley Viola  
Commission No. 11544209 My Commission Expires: 10-21-15

STATE OF ~~FLORIDA~~ MISSOURI  
COUNTY OF ~~HIGHLANDS~~ Gasconade

I HEREBY CERTIFY that on this 25<sup>th</sup> day of November, 2013, before me, an officer duly qualified to take acknowledgments, personally appeared Connie Keith. He is known to me know or who produced \_\_\_\_\_ as identification and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESSETH my hand and official seal in the state and county named above.



(Seal)  
SHIRLEY VIOLA  
My Commission Expires  
October 21, 2015  
Gasconade County  
Commission #11544209

Notary Public, State of Florida

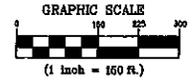
Signature: Shirley Viola  
Printed name: Shirley Viola  
Commission No. 11544209 My Commission Expires: 10-21-15

LEGAL DESCRIPTION (generated by this office):

PARCEL TO BE ANNEXED

Commence at the most Northerly corner of Lot 1, Block 3, FIRST RESUBDIVISION OF PINECREST LAKES as recorded in Plat Book 3, Pages 7 and 8 of the Public Records of Highlands County, Florida, for a Point of Beginning; (the next 12 calls are along the West boundary of said Block 3) thence S59°06'05"W for 125.00 feet; thence S02°39'39"E for 193.15 feet, thence S01°23'48"W for 60.00 feet, thence S00°55'07"W for 50.02 feet; thence S01°54'14"W for 95.00 feet; thence S17°15'38"W for 204.20 feet; thence S05°24'09"W for 130.70 feet; thence S12°18'04"W for 113.60 feet; thence S13°42'43"W for 111.20 feet; thence S17°23'02"W for 101.70 feet; thence S02°53'09"W for 100.22 feet; thence S83°19'17"E, along a portion of the South line of Lot 11, Block 3 for 60.82 feet; thence S59°14'22"W for 264.47 feet to the intersection with the North right of way line of East Pinecrest Drive; thence S80°19'58"E, along said North right of way line for 425.00 feet to the intersection with Golf View Drive, said line being a non-tangent curve concave to the West; thence along said curve to the right and having for it's elements a radius of 359.70 feet, central angle of 8°04'47", chord bearing of S00°15'41"W, chord distance of 50.68 feet for an arc distance of 50.72 feet; thence N80°19'58"W, along the South right of way line of East Pinecrest Drive for 869.11 feet to the intersection of a curve concave to the East; thence along a curve to the right and having for its elements a radius of 928.60 feet, central angle of 0°56'12", chord bearing of N27°27'32"E, chord length of 15.18 feet along the arc for 15.18 feet to a point of reverse curve; thence along a curve to the left and having for its elements a radius of 1126.70 feet, central angle of 1°53'36", chord bearing of N26°58'50"E, chord length of 37.23 feet along the arc for 37.23 feet to the Northerly right of way line of East Pinecrest Drive; thence S80°19'58"E, along said right of way line for 122.40 feet; thence N16°04'08"E for 137.14 feet; thence N11°02'13"E for 255.77 feet; thence N02°03'35"E for 133.32 feet; thence N49°34'35"W for 24.30 feet; thence N76°54'27"W for 55.32 feet to the intersection with the Easterly right of way line of Lake Lotela Drive, said line being a non-tangent curve concave to the West (the next 7 calls are along the East and South right of way line of Lake Lotela and Golf View Drive); thence along a curve to the left and having for its elements a radius of 509.00 feet, central angle of 12°05'23", chord bearing of N06°59'41"W, chord length of 107.20 feet along the arc for 107.40 feet to a point of reverse curve; thence along a curve to the right and having for its elements a radius of 232.70 feet, central angle of 42°28'00", chord bearing of N08°11'38"E, chord length of 168.55 feet along the arc for 171.47 feet to a point of tangency; thence N29°25'38"E for 311.30 feet to a point of curvature of a curve concave to the East; thence along a curve to the right and having for its elements a radius of 880.10 feet, central angle of 15°10'00", chord bearing of N37°00'38"E, chord length of 232.29 feet along the arc for 232.97 feet to a point of tangency; thence N44°35'38"E for 44.60 feet to a point of curvature of a curve concave to the South; thence along a curve to the right and having for its elements a radius of 222.20 feet, central angle of 46°40'00", chord bearing of N67°55'38"E, chord length of 176.02 feet along the arc for 180.98 feet to a point of compound curve; thence along a curve to the right and having for its elements a radius of 334.20 feet, central angle of 38°17'04", chord bearing of S69°35'50"E, chord length of 219.18 feet along the arc for 223.31 feet returning to the Point of Beginning. Parcel contains 8.976 Acres.

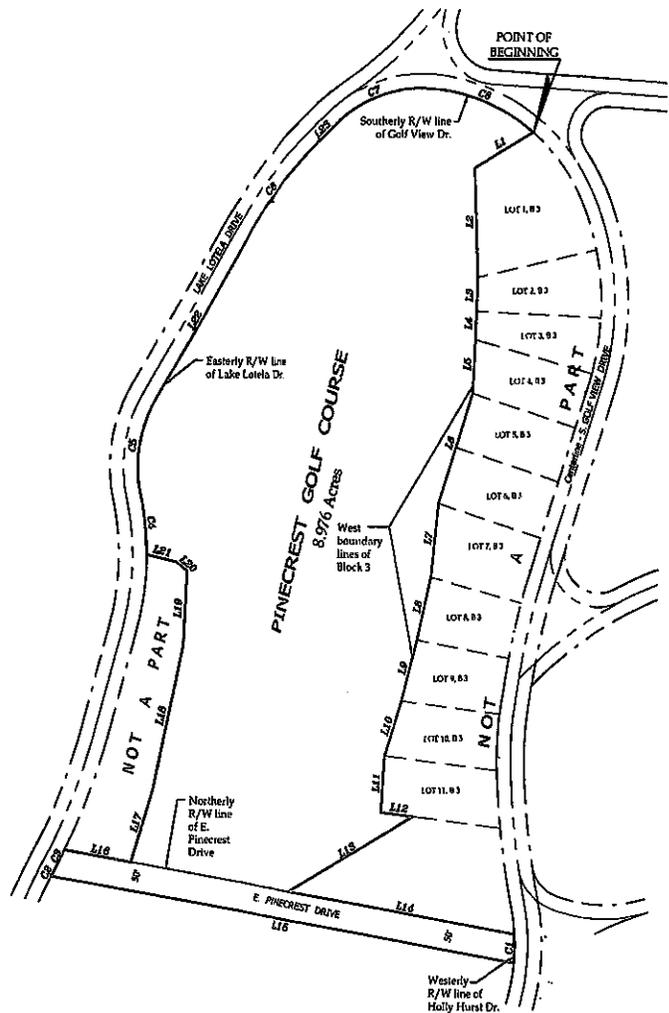
# DESCRIPTION SKETCH



LEGAL DESCRIPTION (Generated by this office):

PARCEL TO BE ANNEXED

Commence at the most Northern corner of Lot 1, Block 3, FIRST RESUBDIVISION OF PINECREST LAKES as recorded in Plat Book 3, Pages 7 and 8 of the Public Records of Highlands County, Florida, for a Point of Beginning; (the next 12 calls are along the West boundary of said Block 3) thence S59°08'53"W for 125.00 feet; thence S02°39'39"E for 193.15 feet; thence S01°23'48"W for 60.00 feet; thence S00°55'07"W for 50.02 feet; thence S01°54'14"W for 95.00 feet; thence S17°15'38"W for 204.20 feet; thence S05°24'09"W for 130.70 feet; thence S12°18'04"W for 113.60 feet; thence S13°42'43"W for 111.20 feet; thence S17°23'02"W for 101.70 feet; thence S02°53'09"W for 100.22 feet; thence S83°19'17"E, along a portion of the South line of Lot 11, Block 3 for 60.82 feet; thence S59°14'22"W for 264.47 feet to the intersection with the North right of way line of East Pinecrest Drive; thence S80°19'58"E, along said North right of way line for 425.00 feet to the intersection with Golf View Drive, said line being a non-tangent curve concave to the West; thence along said curve to the right and having for its elements a radius of 359.70 feet, central angle of 8°04'47", chord bearing of S00°15'41"W, chord distance of 50.68 feet for an arc distance of 50.72 feet; thence S80°19'58"W, along the South right of way line of East Pinecrest Drive for 869.11 feet to the intersection of a curve concave to the East; thence along a curve to the right and having for its elements a radius of 928.60 feet, central angle of 0°50'12", chord bearing of N27°27'32"E, chord length of 15.18 feet along the arc for 15.19 feet to a point of reverse curve; thence along a curve to the left and having for its elements a radius of 1126.70 feet, central angle of 1°53'36", chord bearing of N26°58'50"E, chord length of 37.23 feet along the arc for 37.23 feet to the Northern right of way line of East Pinecrest Drive; thence S80°19'58"E, along said right of way line for 122.40 feet; thence N16°04'08"E for 137.14 feet; thence N11°02'13"E for 255.77 feet; thence N02°03'35"E for 133.32 feet; thence N49°34'35"W for 24.30 feet; thence N76°54'27"W for 55.32 feet to the intersection with the Easterly right of way line of Lake Lotelia Drive, said line being a non-tangent curve concave to the West (the next 7 calls are along the East and South right of way line of Lake Lotelia and Golf View Drive); thence along a curve to the left and having for its elements a radius of 509.00 feet, central angle of 12°05'23", chord bearing of N06°59'41"W, chord length of 107.20 feet along the arc for 107.49 feet to a point of reverse curve; thence along a curve to the right and having for its elements a radius of 237.70 feet, central angle of 42°28'00", chord bearing of N08°11'38"E, chord length of 168.55 feet along the arc for 171.47 feet to a point of tangency; thence N29°25'38"E for 311.30 feet to a point of curvature of a curve concave to the East; thence along a curve to the right and having for its elements a radius of 890.10 feet, central angle of 15°10'00", chord bearing of N37°00'38"E, chord length of 232.29 feet along the arc for 232.97 feet to a point of tangency; thence N44°35'38"E for 44.60 feet to a point of curvature of a curve concave to the South; thence along a curve to the right and having for its elements a radius of 222.20 feet, central angle of 46°40'00", chord bearing of N67°55'38"E, chord length of 176.02 feet along the arc for 180.98 feet to a point of compound curve; thence along a curve to the right and having for its elements a radius of 334.20 feet, central angle of 38°17'04", chord bearing of S63°35'50"E, chord length of 219.18 feet along the arc for 223.31 feet returning to the Point of Beginning. Parcel contains 8.976 Acres.



LINE CHART		
LINE	LENGTH	BEARING
L1	125.00	S69°08'05"W
L2	193.15	S02°39'39"E
L3	60.00	S01°23'48"W
L4	50.02	S00°55'07"W
L5	95.00	S01°54'14"W
L6	204.20	S17°15'38"W
L7	130.70	S05°24'09"W
L8	113.60	S12°18'04"W
L9	111.20	S13°42'43"W
L10	101.70	S17°23'02"W
L11	100.22	S02°53'09"W
L12	60.82	S83°19'17"E
L13	264.47	S59°14'22"W
L14	425.00	S80°19'58"E
L15	869.11	N80°19'58"W
L16	122.40	S80°19'58"E
L17	137.14	N16°04'08"E
L18	255.77	N11°02'13"E
L19	193.32	N02°03'35"E
L20	24.30	N49°34'35"W
L21	55.32	N76°54'27"W
L22	311.30	N29°25'38"E
L23	44.60	N44°35'38"E

CURVE CHART				
CURVE	RADIUS	LENGTH	CHORD	BEARING
C1	359.70	50.72	50.68	S00°15'41"W
C2	928.60	15.18	15.18	S00°15'41"W
C3	1126.70	37.23	37.23	N27°27'32"E
C4	509.00	107.49	107.49	N06°59'41"W
C5	237.70	171.47	168.55	N08°11'38"E
C6	890.10	232.97	232.29	N37°00'38"E
C7	222.20	180.98	176.02	N67°55'38"E
C8	334.20	223.31	219.18	S63°35'50"E

**SURVEYOR'S NOTES:**

- 1) This survey was prepared without benefit of an abstract or title opinion and easements or encumbrances, if they exist, were not made known prior to the date of this survey.
- 2) The legal description shown hereon was prepared by this office.
- 3) Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties.

CERTIFIED TO, AND FOR  
THE EXCLUSIVE USE OF:  
CITY OF AVON PARK

I hereby certify that I am a Florida Registered Professional Land Surveyor and that the map or plat shown hereon is a graphic representation of the described lands recently surveyed under my direction and meets or exceeds the 'Minimum Technical Standards' as set forth by the Board of Professional Surveyors and Mappers, Chapter 5-17.030 through .032 of the Florida Administrative Code, Pursuant to Section 472.027 of the Florida Statutes.



**Sherco, Inc.**  
SURVEYING SERVICES  
16 North Lake Avenue  
Avon Park, Florida 33825  
Ofc: (863) 453-4113 Fax: (863) 453-4122

EMBOSSED  
SEAL

Robert Phillip Schuler, P.L.S.  
Florida Registration # LS 2930  
Certificate of Authorization # LB 7827

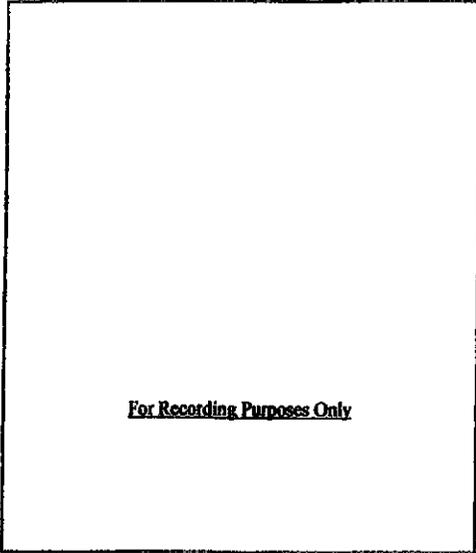
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

PROJECT NO: 25332804
Field Survey Completed: 7/01/14
Drawn: JEK
Checked: RPS
F.B.: Notes in File
Revised:



**THIS INSTRUMENT PREPARED BY  
AND SHOULD BE RETURNED TO:**

*JB*  
*18.50*  
*HLR*  
**Savitri Latchmansingh**  
**Utility Billing Department**  
**City of Avon Park, Florida**  
**110 East Main Street**  
**Avon Park, FL 33825**  
**(863) 452-4403**



**AGREEMENT TO ANNEX PROPERTY**

This Agreement is executed on this 29<sup>th</sup> day of October, 2013, by Judy M. Pounds and \_\_\_\_\_, whose address is 1446 S Golfview Dr Avon Park FL \_\_\_\_\_ and his /her successors and assigns heirs and personal representatives (hereinafter collectively referred to as "Owner"), for and in favor of the City of Avon Park whose business address is 110 East Main, Avon Park, Florida 33825, and its successors and assigns (hereinafter referred to as "City").

**WITNESSETH**

Owner, for and in consideration of the receipt of utility service, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby agree and covenant to annex the property described below ("Property"), into the boundaries of the City.

<b><u>SITE ADDRESS</u></b>	<b><u>Legal Description</u></b>	<b><u>PORTION OF LOT 3</u></b>
1446 S GOLFPVIEW DR	PINECREST VILLAS	+ INT IN COMMON ELEMENTS
AVON PARK, FL 33825	OR 891 PG 502 + THOMAS SVY	
	UNIT 1446 BEING IN NLY	

Owner petitions to voluntarily annex the Property when annexation of the Property is deemed lawful by the City in its sole discretion. The City would not otherwise provide utility service to the Owner but for the expectation that the Property would be annexed when it deems such annexation is lawful. Owner, and any successors, assigns by way of sale of the whole Property, parcels of property, sale of lots through subdivision or any other portion of the Property, all agree to voluntarily allow annexation by the City, and shall execute any documents necessary to accomplish that annexation into the City, and shall in no way hinder or delay such annexation. Owner understands that this Agreement is perpetual, and is not revocable, and binds the Owner, his/her successors, assigns, heirs and personal representatives. It is expressly understood and agreed that the terms, covenants, and conditions of this Agreement shall be and constitute covenants running with and binding on the property described below including any lots or parcels resulting from subdividing, and shall constitute an obligation on any such individual subdivided lots or parcels, regardless of title or ownership and regardless of any other future changes in ownership or characteristics that may take place.

Owner agrees that if Owner breaches this Agreement, the City's loss of potential future taxes from Owner's project and future annexations based from Owner's parcel would be substantial, and agrees that the City would be entitled to damages for such losses, along with all legal and equitable remedies available under the law, as well as all attorney fees and costs, including without limitation paralegals and expert witnesses, and including appellate attorney fees and costs.

Signed, sealed and delivered before these witnesses:

Y Cuencas  
(Signed)

YARIMA CUENCAS  
(Printed)

Savitri  
(Signed)

Savitri Katchransingh  
(Printed)

OWNER: Judy M Pounds

By: Judy M Pounds

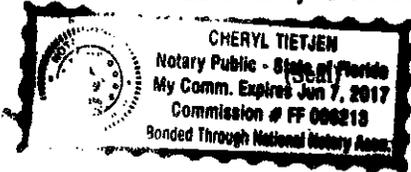
OWNER: \_\_\_\_\_

By: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF HIGHLANDS

I HEREBY CERTIFY that on this 29<sup>th</sup> day of October, 2013, before me, an officer duly qualified to take acknowledgments, personally appeared Judy M. Pounds. He is known to me know or who produced DL: P532-433-48-771-0 as identification and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESSETH my hand and official seal in the state and county named above.



Notary Public, State of Florida

Signature: Cheryl Tietjen  
Printed name: Cheryl Tietjen  
Commission No. FF000213 My Commission Expires: June 7, 2017

STATE OF FLORIDA  
COUNTY OF HIGHLANDS

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, an officer duly qualified to take acknowledgments, personally appeared \_\_\_\_\_. He is known to me know or who produced \_\_\_\_\_ as identification and who executed the foregoing instrument and acknowledged before me that he executed the same

WITNESSETH my hand and official seal in the state and county named above.

Notary Public, State of Florida

(Seal)

Signature: \_\_\_\_\_  
Printed name: \_\_\_\_\_  
Commission No. \_\_\_\_\_ My Commission Expires: \_\_\_\_\_

# Parcel C-25-33-28-050-0030-1444

1444 S GOLFVIEW DR  
AVON PARK, FL 33825

## Owners:

HEDLEY LARRY +  
HEDLEY ELLEN M

## Mailing Address

1444 S GOLFVIEW DR  
AVON PARK, FL 33825

**DOR Code:** 01 - SINGLE FAMILY

**Neighborhood:** 4419.10 - PINECREST VILLAS

**Millage:** 40 - County Southwest Water

**Map ID:** 45A

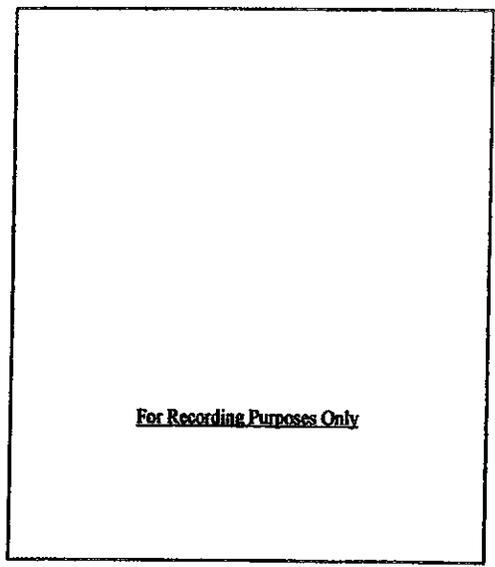
## Legal Description

PINECREST VILLAS  
OR 891 PG 502 + THOMAS SVY  
UNIT 1444 BEING IN SLY  
PORTION OF LOT 3  
+ INT IN COMMON ELEMENTS



JB  
18.50  
AIR

**THIS INSTRUMENT PREPARED BY  
AND SHOULD BE RETURNED TO:**  
*Savitri Latchmansingh*  
**Utility Billing Department  
City of Avon Park, Florida  
110 East Main Street  
Avon Park, FL 33825  
(863) 452-4403**



For Recording Purposes Only

**AGREEMENT TO ANNEX PROPERTY**

This Agreement is executed on this 29<sup>th</sup> day of October, 2013, by Larry G. Holaworth and \_\_\_\_\_, whose address is 1444 Golfview Dr Avon Park FL \_\_\_\_\_, and his /her successors and assigns heirs and personal representatives (hereinafter collectively referred to as "Owner"), for and in favor of the City of Avon Park whose business address is 110 East Main, Avon Park, Florida 33825, and its successors and assigns (hereinafter referred to as "City").

**WITNESSETH**

Owner, for and in consideration of the receipt of utility service, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby agree and covenant to annex the property described below ("Property"), into the boundaries of the City.

**SITE ADDRESS**  
1444 S GOLFVIEW DR  
AVON PARK, FL 33825

**Legal Description**  
PINECREST VILLAS  
OR 891 PG 502 + THOMAS SVY  
UNIT 1444 BEING IN SLY

PORTION OF LOT 3  
+ INT IN COMMON ELEMENTS

Owner petitions to voluntarily annex the Property when annexation of the Property is deemed lawful by the City in its sole discretion. The City would not otherwise provide utility service to the Owner but for the expectation that the Property would be annexed when it deems such annexation is lawful. Owner, and any successors, assigns by way of sale of the whole Property, parcels of property, sale of lots through subdivision or any other portion of the Property, all agree to voluntarily allow annexation by the City, and shall execute any documents necessary to accomplish that annexation into the City, and shall in no way hinder or delay such annexation. Owner understands that this Agreement is perpetual, and is not revocable, and binds the Owner, his/her successors, assigns, heirs and personal representatives. It is expressly understood and agreed that the terms, covenants, and conditions of this Agreement shall be and constitute covenants running with and binding on the property described below including any lots or parcels resulting from subdividing, and shall constitute an obligation on any such individual subdivided lots or parcels, regardless of title or ownership and regardless of any other future changes in ownership or characteristics that may take place.

Owner agrees that if Owner breaches this Agreement, the City's loss of potential future taxes from Owner's project and future annexations based from Owner's parcel would be substantial, and agrees that the City would be entitled to damages for such losses, along with all legal and equitable remedies available under the law, as well as all attorney fees and costs, including without limitation paralegals and expert witnesses, and including appellate attorney fees and costs.

Signed, sealed and delivered before these witnesses:

UCueras  
(Signed)

YARIMA CUERAS  
(Printed)

Shashlyh  
(Signed)

Savitri Latchmansingh  
(Printed)

OWNER: Larry G Holzworth

By: LARRY G HOLZWARTH

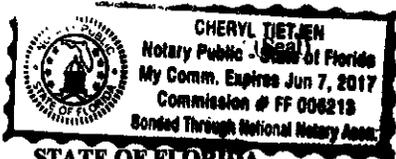
OWNER: \_\_\_\_\_

By: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF HIGHLANDS

I HEREBY CERTIFY that on this 29th day of October, 2013, before me, an officer duly qualified to take acknowledgments, personally appeared Larry Holzworth. He is known to me know or who produced \_\_\_\_\_ as identification and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESSETH my hand and official seal in the state and county named above.



STATE OF FLORIDA  
COUNTY OF HIGHLANDS

Notary Public, State of Florida

Signature: Cheryl Tietjen  
Printed name: Cheryl Tietjen  
Commission No. FF006213 My Commission Expires: June 7, 2017

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, an officer duly qualified to take acknowledgments, personally appeared \_\_\_\_\_. He is known to me know or who produced \_\_\_\_\_ as identification and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESSETH my hand and official seal in the state and county named above.

Notary Public, State of Florida

(Seal)

Signature: \_\_\_\_\_  
Printed name: \_\_\_\_\_  
Commission No. \_\_\_\_\_ My Commission Expires: \_\_\_\_\_



## Parcel C-25-33-28-050-0030-0AA0

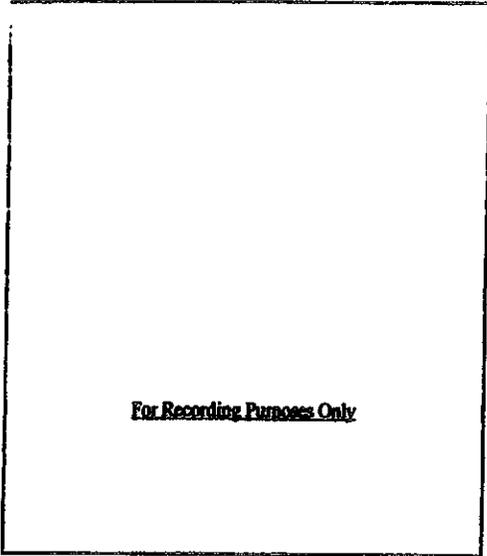
### Legal Description

PINECREST VILLAS  
OR 891 PG 502 + THOMAS SVY  
COMMON/REC AREA  
BEING ASSESSED WITH  
INDIVIDUAL UNITS



JB  
18.50  
AIR

**THIS INSTRUMENT PREPARED BY  
AND SHOULD BE RETURNED TO:**  
*Sarti Latchmenskiy*  
**Utility Billing Department**  
**City of Avon Park, Florida**  
**110 East Main Street**  
**Avon Park, FL 33825**  
**(863) 452-4403**



For Recording Purposes Only

**AGREEMENT TO ANNEX PROPERTY**

This Agreement is executed on this 7 day of NOVEMBER 20 13, by ETHEL MCCORMICK TRUST  
and \_\_\_\_\_, whose address is 1442 GOLFVIEW DR AVON PARK FL 33825  
and his /her successors and assigns heirs and personal representatives (hereinafter  
collectively referred to as "Owner"), for and in favor of the City of Avon Park whose business  
address is 110 East Main, Avon Park, Florida 33825, and its successors and assigns (hereinafter  
referred to as "City").

**WITNESSETH**

Owner, for and in consideration of the receipt of utility service, and other good and valuable  
consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby agree and  
covenant to annex the property described below ("Property"), into the boundaries of the City.

<b><u>SITE ADDRESS</u></b>	<b><u>Legal Description</u></b>	<b>PORTION OF LOT 4</b>
1442 S GOLFVIEW DR AVON PARK, FL 33825	PINECREST VILLAS OR 891 PG 502 + THOMAS SVY UNIT 1442 BEING IN NLY	F/K/A UNIT A + INT IN COMMON ELEMENTS

Owner petitions to voluntarily annex the Property when annexation of the Property is deemed lawful  
by the City in its sole discretion. The City would not otherwise provide utility service to the Owner  
but for the expectation that the Property would be annexed when it deems such annexation is lawful.  
Owner, and any successors, assigns by way of sale of the whole Property, parcels of property, sale of  
lots through subdivision or any other portion of the Property, all agree to voluntarily allow  
annexation by the City, and shall execute any documents necessary to accomplish that annexation  
into the City, and shall in no way hinder or delay such annexation. Owner understands that this  
Agreement is perpetual, and is not revocable, and binds the Owner, his/her successors, assigns, heirs  
and personal representatives. It is expressly understood and agreed that the terms, covenants, and  
conditions of this Agreement shall be and constitute covenants running with and binding on the  
property described below including any lots or parcels resulting from subdividing, and shall  
constitute an obligation on any such individual subdivided lots or parcels, regardless of title or  
ownership and regardless of any other future changes in ownership or characteristics that may take  
place.

Owner agrees that if Owner breaches this Agreement, the City's loss of potential future taxes from Owner's project and future annexations based from Owner's parcel would be substantial, and agrees that the City would be entitled to damages for such losses, along with all legal and equitable remedies available under the law, as well as all attorney fees and costs, including without limitation paralegals and expert witnesses, and including appellate attorney fees and costs.

Signed, sealed and delivered before these witnesses:

[Signature]  
(Signed)  
Savitri Adcharansingh  
(Printed)

OWNER:  
G. Hel McCormick Trust  
By: [Signature]  
Terry McCormick

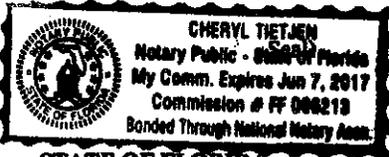
\_\_\_\_\_  
(Signed)  
\_\_\_\_\_  
(Printed)

\_\_\_\_\_  
By: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF HIGHLANDS

I HEREBY CERTIFY that on this 8<sup>th</sup> day of November, 2013, before me, an officer duly qualified to take acknowledgments, personally appeared Terry McCormick is known to me know or who produced DL Male 5-812-46-030-0 as identification and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESSETH my hand and official seal in the state and county named above.



STATE OF FLORIDA  
COUNTY OF HIGHLANDS

Notary Public, State of Florida  
Signature: [Signature]  
Printed name: Cheryl Tietjen  
Commission No. FF006213 My Commission Expires: June 7, 2013

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, an officer duly qualified to take acknowledgments, personally appeared \_\_\_\_\_ He is known to me know or who produced \_\_\_\_\_ as identification and who executed the foregoing instrument and acknowledged before me that he executed the same.

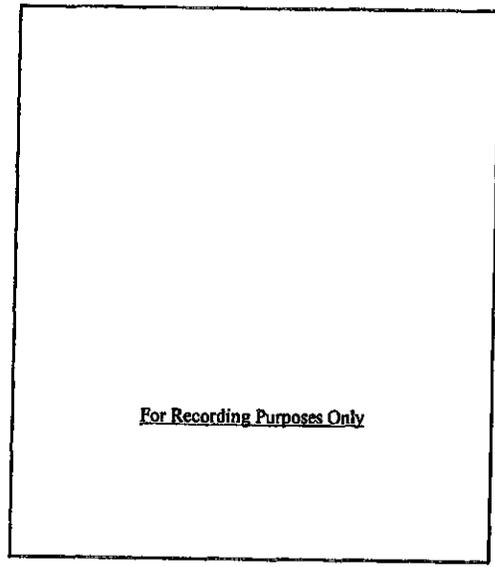
WITNESSETH my hand and official seal in the state and county named above.

(Seal)  
Notary Public, State of Florida  
Signature: \_\_\_\_\_  
Printed name: \_\_\_\_\_  
Commission No. \_\_\_\_\_ My Commission Expires: \_\_\_\_\_



JB  
18.50  
A/R

**THIS INSTRUMENT PREPARED BY  
AND SHOULD BE RETURNED TO:**  
*Saytri Latchmansing*  
**Utility Billing Department  
City of Avon Park, Florida  
110 East Main Street  
Avon Park, FL 33825  
(863) 452-4403**



**AGREEMENT TO ANNEX PROPERTY**

This Agreement is executed on this 5 day of NOVEMBER, 20 13, by DONALD LAMB and \_\_\_\_\_, whose address is \_\_\_\_\_, and his /her successors and assigns heirs and personal representatives (hereinafter collectively referred to as "Owner"), for and in favor of the City of Avon Park whose business address is 110 East Main, Avon Park, Florida 33825, and its successors and assigns (hereinafter referred to as "City").

**WITNESSETH**

Owner, for and in consideration of the receipt of utility service, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby agree and covenant to annex the property described below ("Property"), into the boundaries of the City.

<b><u>SITE ADDRESS</u></b> 1438 S GOLFVIEW DR AVON PARK , FL 33825	<b><u>Legal Description</u></b> PINECREST VILLAS OR 891 PG 502 + THOMAS SVY UNIT 1438 BEING IN SLY	<b>PORTION OF LOT 4 F/K/A UNIT B + INT IN COMMON ELEMENTS</b>
--	---	---

Owner petitions to voluntarily annex the Property when annexation of the Property is deemed lawful by the City in its sole discretion. The City would not otherwise provide utility service to the Owner but for the expectation that the Property would be annexed when it deems such annexation is lawful. Owner, and any successors, assigns by way of sale of the whole Property, parcels of property, sale of lots through subdivision or any other portion of the Property, all agree to voluntarily allow annexation by the City, and shall execute any documents necessary to accomplish that annexation into the City, and shall in no way hinder or delay such annexation. Owner understands that this Agreement is perpetual, and is not revocable, and binds the Owner, his/her successors, assigns, heirs and personal representatives. It is expressly understood and agreed that the terms, covenants, and conditions of this Agreement shall be and constitute covenants running with and binding on the property described below including any lots or parcels resulting from subdividing, and shall constitute an obligation on any such individual subdivided lots or parcels, regardless of title or ownership and regardless of any other future changes in ownership or characteristics that may take place.

Owner agrees that if Owner breaches this Agreement, the City's loss of potential future taxes from Owner's project and future annexations based from Owner's parcel would be substantial, and agrees that the City would be entitled to damages for such losses, along with all legal and equitable remedies available under the law, as well as all attorney fees and costs, including without limitation paralegals and expert witnesses, and including appellate attorney fees and costs.

Signed, sealed and delivered before these witnesses:

MARITA ENGLISH  
(Signed)

MARITA ENGLISH  
(Printed)

\_\_\_\_\_  
(Signed)

\_\_\_\_\_  
(Printed)

OWNER:

DL

By: DONALD L. LAMB

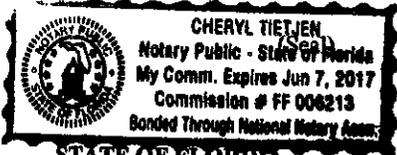
OWNER:

By: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF HIGHLANDS

I HEREBY CERTIFY that on this 5th day of NOV, 2013, before me, an officer duly qualified to take acknowledgments, personally appeared Donald Lamb. He is known to me know or who produced DL 1510-192-39-283-0 as identification and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESSETH my hand and official seal in the state and county named above.



STATE OF FLORIDA  
COUNTY OF HIGHLANDS

Notary Public, State of Florida

Signature: Cheryl Tietjen  
Printed name: Cheryl Tietjen  
Commission No. FF00213 My Commission Expires: June 7, 2017

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, an officer duly qualified to take acknowledgments, personally appeared \_\_\_\_\_. He is known to me know or who produced \_\_\_\_\_ as identification and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESSETH my hand and official seal in the state and county named above.

(Seal)

Notary Public, State of Florida

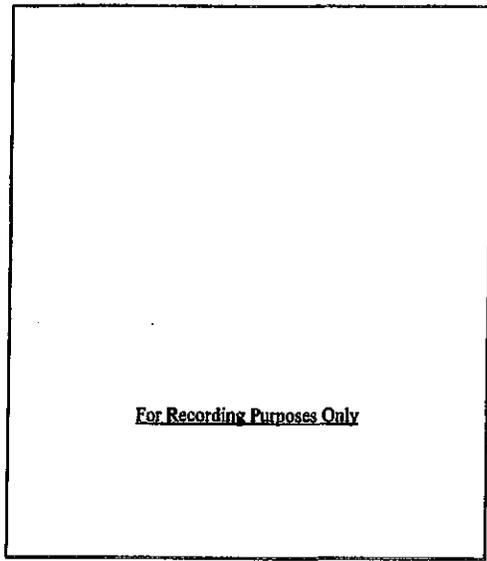
Signature: \_\_\_\_\_  
Printed name: \_\_\_\_\_  
Commission No. \_\_\_\_\_ My Commission Expires: \_\_\_\_\_



**THIS INSTRUMENT PREPARED BY  
AND SHOULD BE RETURNED TO:**

*Savitri Katchmansingh*  
**Utility Billing Department  
City of Avon Park, Florida  
110 East Main Street  
Avon Park, FL 33825  
(863) 452-4403**

JB  
18.50  
AIR



For Recording Purposes Only

**AGREEMENT TO ANNEX PROPERTY**

This Agreement is executed on this 6 day of NOVEMBER 20 13, by GEORGE & ANNA KARAMITIS and \_\_\_\_\_, whose address is 1436 GOLFVIEW DR AVON PARK FL 33825, and his /her successors and assigns heirs and personal representatives (hereinafter collectively referred to as "Owner"), for and in favor of the City of Avon Park whose business address is 110 East Main, Avon Park, Florida 33825, and its successors and assigns (hereinafter referred to as "City").

**WITNESSETH**

Owner, for and in consideration of the receipt of utility service, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby agree and covenant to annex the property described below ("Property"), into the boundaries of the City.

<u>SITE ADDRESS</u>	<u>Legal Description</u>	
1436 S GOLFVIEW DR AVON PARK, FL 33825	PINECREST VILLAS OR 891 PG 502 + THOMAS SVY UNIT 1436 BEING IN NLY	PORT OF LOT 5 + INT IN COMMON ELEMENTS

Owner petitions to voluntarily annex the Property when annexation of the Property is deemed lawful by the City in its sole discretion. The City would not otherwise provide utility service to the Owner but for the expectation that the Property would be annexed when it deems such annexation is lawful. Owner, and any successors, assigns by way of sale of the whole Property, parcels of property, sale of lots through subdivision or any other portion of the Property, all agree to voluntarily allow annexation by the City, and shall execute any documents necessary to accomplish that annexation into the City, and shall in no way hinder or delay such annexation. Owner understands that this Agreement is perpetual, and is not revocable, and binds the Owner, his/her successors, assigns, heirs and personal representatives. It is expressly understood and agreed that the terms, covenants, and conditions of this Agreement shall be and constitute covenants running with and binding on the property described below including any lots or parcels resulting from subdividing, and shall constitute an obligation on any such individual subdivided lots or parcels, regardless of title or ownership and regardless of any other future changes in ownership or characteristics that may take place.

Owner agrees that if Owner breaches this Agreement, the City's loss of potential future taxes from Owner's project and future annexations based from Owner's parcel would be substantial, and agrees that the City would be entitled to damages for such losses, along with all legal and equitable remedies available under the law, as well as all attorney fees and costs, including without limitation paralegals and expert witnesses, and including appellate attorney fees and costs.

Signed, sealed and delivered before these witnesses:

Marilyn English  
(Signed)

MARILYN ENGLISH  
(Printed)

Y Cuermos  
(Signed)

YARIMA CUERMOS  
(Printed)

OWNER:

[Signature]

By: George Karamitis  
George Karamitis

OWNER:

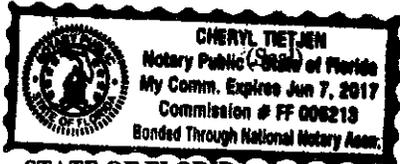
[Signature]

By: ANNA KARAMITIS

STATE OF FLORIDA  
COUNTY OF HIGHLANDS

I HEREBY CERTIFY that on this 6th day of November, 2013, before me, an officer duly qualified to take acknowledgments, personally appeared George Karamitis He is known to me know or who produced as identification and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESSETH my hand and official seal in the state and county named above.



Notary Public, State of Florida

Signature: Cheryl Tietjen  
Printed name: Cheryl Tietjen  
Commission No. FF 006213 My Commission Expires: June 7, 2017

STATE OF FLORIDA  
COUNTY OF HIGHLANDS

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, an officer duly qualified to take acknowledgments, personally appeared \_\_\_\_\_ He is known to me know or who produced as identification and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESSETH my hand and official seal in the state and county named above.

Notary Public, State of Florida

(Seal)

Signature: \_\_\_\_\_  
Printed name: \_\_\_\_\_  
Commission No. \_\_\_\_\_ My Commission Expires: \_\_\_\_\_

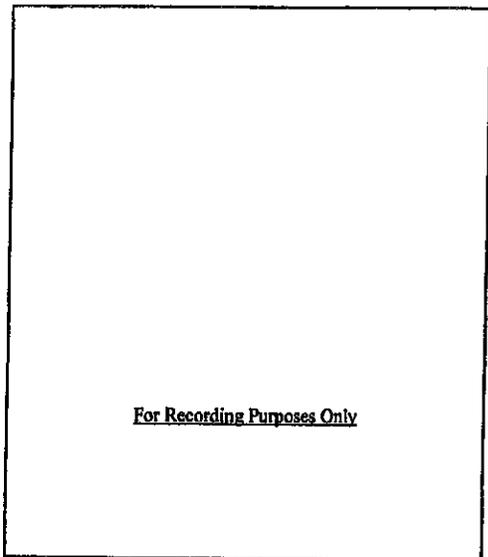


**THIS INSTRUMENT PREPARED BY  
AND SHOULD BE RETURNED TO:**

*Savtri Latchmansing*  
**Utility Billing Department**  
**City of Avon Park, Florida**  
**110 East Main Street**  
**Avon Park, FL 33825**  
**(863) 452-4403**

JB  
18.50  
AR

*Handwritten initials*



For Recording Purposes Only

**AGREEMENT TO ANNEX PROPERTY**

This Agreement is executed on this 12<sup>th</sup> day of Nov, 2013, by Constance McCuan-Kirsch and \_\_\_\_\_, whose address is \_\_\_\_\_, and his /her successors and assigns heirs and personal representatives (hereinafter collectively referred to as "Owner"), for and in favor of the City of Avon Park whose business address is 110 East Main, Avon Park, Florida 33825, and its successors and assigns (hereinafter referred to as "City").

**WITNESSETH**

Owner, for and in consideration of the receipt of utility service, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby agree and covenant to annex the property described below ("Property"), into the boundaries of the City.

**SITE ADDRESS**  
1434 S GOLFVIEW DR  
AVON PARK, FL 33825

**Legal Description**  
PINECREST VILLAS  
OR 891 PG 502 + THOMAS SVY  
UNIT 1434 BEING IN SLY

PORTION OF LOT 5  
+ INT IN COMMON ELEMENTS

Owner petitions to voluntarily annex the Property when annexation of the Property is deemed lawful by the City in its sole discretion. The City would not otherwise provide utility service to the Owner but for the expectation that the Property would be annexed when it deems such annexation is lawful. Owner, and any successors, assigns by way of sale of the whole Property, parcels of property, sale of lots through subdivision or any other portion of the Property, all agree to voluntarily allow annexation by the City, and shall execute any documents necessary to accomplish that annexation into the City, and shall in no way hinder or delay such annexation. Owner understands that this Agreement is perpetual, and is not revocable, and binds the Owner, his/her successors, assigns, heirs and personal representatives. It is expressly understood and agreed that the terms, covenants, and conditions of this Agreement shall be and constitute covenants running with and binding on the property described below including any lots or parcels resulting from subdividing, and shall constitute an obligation on any such individual subdivided lots or parcels, regardless of title or ownership and regardless of any other future changes in ownership or characteristics that may take place.

Owner agrees that if Owner breaches this Agreement, the City's loss of potential future taxes from Owner's project and future annexations based from Owner's parcel would be substantial, and agrees that the City would be entitled to damages for such losses, along with all legal and equitable remedies available under the law, as well as all attorney fees and costs, including without limitation paralegals and expert witnesses, and including appellate attorney fees and costs.

Signed, sealed and delivered before these witnesses:

Shakylah

(Signed)

Savitri Latchmansingh

(Printed)

\_\_\_\_\_

(Signed)

\_\_\_\_\_

(Printed)

OWNER:

CONSTANCE MCBUEN KIRSCH

By: Constance Kirsch

OWNER:

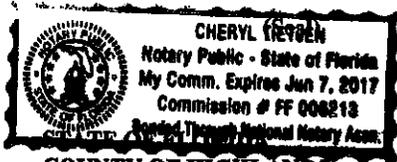
\_\_\_\_\_

By: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF HIGHLANDS

I HEREBY CERTIFY that on this 12<sup>th</sup> day of November, 2013, before me, an officer duly qualified to take acknowledgments, personally appeared Constance Kirsch He is known to me know or who produced DL 0800-19-40371(IN) as identification and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESSETH my hand and official seal in the state and county named above.



Notary Public, State of Florida

Signature: Cheryl Tietjen  
Printed name: Cheryl Tietjen  
Commission No. FF008218 My Commission Expires: June 7, 2017

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, an officer duly qualified to take acknowledgments, personally appeared \_\_\_\_\_. He is known to me know or who produced \_\_\_\_\_ as identification and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESSETH my hand and official seal in the state and county named above.

Notary Public, State of Florida

(Seal)

Signature: \_\_\_\_\_  
Printed name: \_\_\_\_\_  
Commission No. \_\_\_\_\_ My Commission Expires: \_\_\_\_\_

# Parcel C-25-33-28-050-0030-1432

1432 S GOLFVIEW DR  
AVON PARK, FL 33825

## Owners:

KEITH JAMES W + CONNIE S

## Mailing Address

1227 BLACK FOREST DR  
HERMANN, MO 65041

**DOR Code:** 01 - SINGLE FAMILY

**Neighborhood:** 4419.10 - PINECREST VILLAS

**Millage:** 40 - County Southwest Water

**Map ID:** 45A

## Legal Description

PINECREST VILLAS

OR 891 PG 502 + THOMAS SVY

UNIT 1432 BEING IN NLY

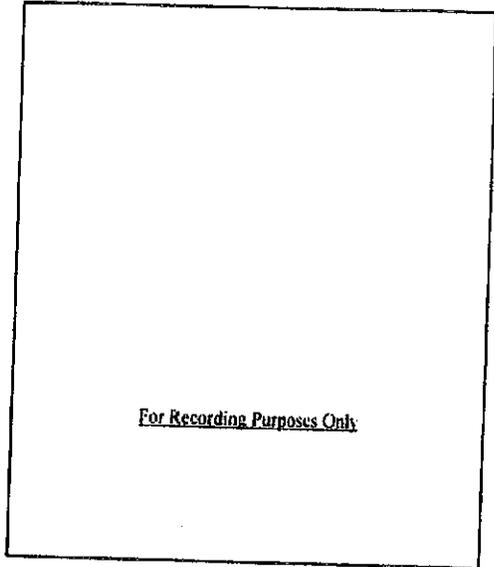
PORT OF LOT 6

+ INT IN COMMON ELEMENTS



**THIS INSTRUMENT PREPARED BY  
AND SHOULD BE RETURNED TO:**

*B*  
*18.50*  
*AIR*  
**Savitri Latchmansingh**  
**Utility Billing Department**  
**City of Avon Park, Florida**  
**110 East Main Street**  
**Avon Park, FL 33825**  
**(863) 452-4403**



**AGREEMENT TO ANNEX PROPERTY**

This Agreement is executed on this 29<sup>th</sup> day of October, 2013, by Marva Jensen and \_\_\_\_\_, whose address is 1432 S. Golfview Dr, Avon Park Fl, and his /her successors and assigns heirs and personal representatives (hereinafter collectively referred to as "Owner"), for and in favor of the City of Avon Park whose business address is 110 East Main, Avon Park, Florida 33825, and its successors and assigns (hereinafter referred to as "City").

**WITNESSETH**

Owner, for and in consideration of the receipt of utility service, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby agree and covenant to annex the property described below ("Property"), into the boundaries of the City.

<b><u>SITE ADDRESS</u></b>	<b><u>Legal Description</u></b>	
1432 S GOLFVIEW DR	PINECREST VILLAS	PORT OF LOT 6
AVON PARK, FL 33825	OR 891 PG 502 + THOMAS SVY	+ INT IN COMMON ELEMENTS
	UNIT 1432 BEING IN NLY	

Owner petitions to voluntarily annex the Property when annexation of the Property is deemed lawful by the City in its sole discretion. The City would not otherwise provide utility service to the Owner but for the expectation that the Property would be annexed when it deems such annexation is lawful. Owner, and any successors, assigns by way of sale of the whole Property, parcels of property, sale of lots through subdivision or any other portion of the Property, all agree to voluntarily allow annexation by the City, and shall execute any documents necessary to accomplish that annexation into the City, and shall in no way hinder or delay such annexation. Owner understands that this Agreement is perpetual, and is not revocable, and binds the Owner, his/her successors, assigns, heirs and personal representatives. It is expressly understood and agreed that the terms, covenants, and conditions of this Agreement shall be and constitute covenants running with and binding on the property described below including any lots or parcels resulting from subdividing, and shall constitute an obligation on any such individual subdivided lots or parcels, regardless of title or ownership and regardless of any other future changes in ownership or characteristics that may take place.

• Owner agrees that if Owner breaches this Agreement, the City's loss of potential future taxes from Owner's project and future annexations based from Owner's parcel would be substantial, and agrees that the City would be entitled to damages for such losses, along with all legal and equitable remedies available under the law, as well as all attorney fees and costs, including without limitation paralegals and expert witnesses, and including appellate attorney fees and costs.

Signed, sealed and delivered before these witnesses:

Y Cuencas  
(Signed)

YAZIMA CUENCAS  
(Printed)

Shudhlyh  
(Signed)

Savitri Katchmansingh  
(Printed)

OWNER:

\* Marva G. Jensen

By: MARVA G. JENSEN

OWNER:

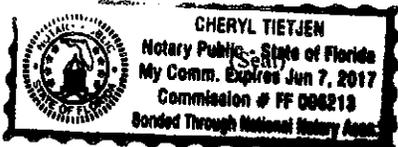
\* \_\_\_\_\_

By: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF HIGHLANDS

I HEREBY CERTIFY that on this 29 day of October, 2013, before me, an officer duly qualified to take acknowledgments, personally appeared Marva G. Jensen He is known to me know or who produced DL JS25-547-29-1075-0 as identification and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESSETH my hand and official seal in the state and county named above.



Notary Public, State of Florida

Signature: Cheryl Tietjen  
Printed name: CHERYL TIETJEN  
Commission No. FF086213 My Commission Expires: June 7, 2013

STATE OF FLORIDA  
COUNTY OF HIGHLANDS

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, an officer duly qualified to take acknowledgments, personally appeared \_\_\_\_\_ He is known to me know or who produced \_\_\_\_\_ as identification and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESSETH my hand and official seal in the state and county named above.

(Seal)

Notary Public, State of Florida

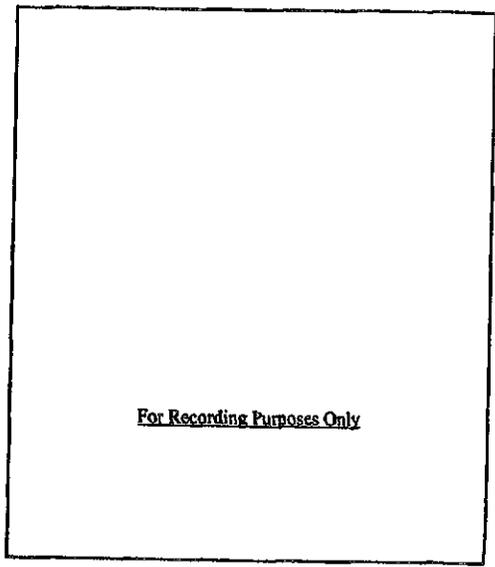
Signature: \_\_\_\_\_  
Printed name: \_\_\_\_\_  
Commission No. \_\_\_\_\_ My Commission Expires: \_\_\_\_\_



**THIS INSTRUMENT PREPARED BY  
AND SHOULD BE RETURNED TO:**

*Savtri Latahmasing*  
**Utility Billing Department  
City of Avon Park, Florida  
110 East Main Street  
Avon Park, FL 33825  
(863) 452-4403**

JB  
R.50  
AIR



For Recording Purposes Only

**AGREEMENT TO ANNEX PROPERTY**

This Agreement is executed on this 18 day of NOVEMBER 2013, by ROSEMARIE GLIDDEN and \_\_\_\_\_, whose address is 1436 S GOLFVIEW DR, AVON PARK, FL 33825, and his /her successors and personal representatives (hereinafter collectively referred to as "Owner"), for and in favor of the City of Avon Park whose business address is 110 East Main, Avon Park, Florida 33825, and its successors and assigns (hereinafter referred to as "City").

**WITNESSETH**

Owner, for and in consideration of the receipt of utility service, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby agree and covenant to annex the property described below ("Property"), into the boundaries of the City.

**SITE ADDRESS**  
1430 S GOLFVIEW DR  
AVON PARK, FL 33825

**Legal Description**  
PINECREST VILLAS  
OR 891 PG 502 + THOMAS SVY  
UNIT 1430 BEING IN SLY

PORT OF LOT 6  
+ INT IN COMMON ELEMENTS

Owner petitions to voluntarily annex the Property when annexation of the Property is deemed lawful by the City in its sole discretion. The City would not otherwise provide utility service to the Owner but for the expectation that the Property would be annexed when it deems such annexation is lawful. Owner, and any successors, assigns by way of sale of the whole Property, parcels of property, sale of lots through subdivision or any other portion of the Property, all agree to voluntarily allow annexation by the City, and shall execute any documents necessary to accomplish that annexation into the City, and shall in no way hinder or delay such annexation. Owner understands that this Agreement is perpetual, and is not revocable, and binds the Owner, his/her successors, assigns, heirs and personal representatives. It is expressly understood and agreed that the terms, covenants, and conditions of this Agreement shall be and constitute covenants running with and binding on the property described below including any lots or parcels resulting from subdividing, and shall constitute an obligation on any such individual subdivided lots or parcels, regardless of title or ownership and regardless of any other future changes in ownership or characteristics that may take place.

Owner agrees that if Owner breaches this Agreement, the City's loss of potential future taxes from Owner's project and future annexations based from Owner's parcel would be substantial, and agrees that the City would be entitled to damages for such losses, along with all legal and equitable remedies available under the law, as well as all attorney fees and costs, including without limitation paralegals and expert witnesses, and including appellate attorney fees and costs.

Signed, sealed and delivered before these witnesses:

Maurita English  
(Signed)

MAURITA ENGLISH  
(Printed)

OWNER:

Rosemarie Glidden

By: ROSEMARIE GLIDDEN

OWNER:

\_\_\_\_\_  
(Signed)

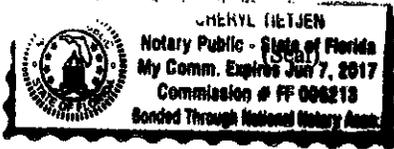
\_\_\_\_\_  
(Printed)

By: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF HIGHLANDS

I HEREBY CERTIFY that on this 18th day of November, 2013, before me, an officer duly qualified to take acknowledgments, personally appeared Rosemarie Glidden. He is known to me know or who produced DL 046NR43071 (NH) as identification and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESSETH my hand and official seal in the state and county named above.



Notary Public, State of Florida

Signature: Cheryl Tietjen  
Printed name: CHERYL TIETJEN  
Commission No. FF006213 My Commission Expires: June 7, 2017

STATE OF FLORIDA  
COUNTY OF HIGHLANDS

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, an officer duly qualified to take acknowledgments, personally appeared \_\_\_\_\_. He is known to me know or who produced \_\_\_\_\_ as identification and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESSETH my hand and official seal in the state and county named above.

Notary Public, State of Florida

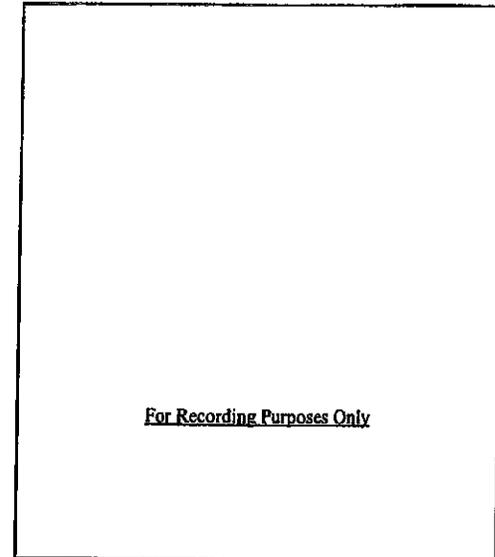
(Seal)

Signature: \_\_\_\_\_  
Printed name: \_\_\_\_\_  
Commission No. \_\_\_\_\_ My Commission Expires: \_\_\_\_\_



**THIS INSTRUMENT PREPARED BY  
AND SHOULD BE RETURNED TO:**

JB  
18.50  
AIR  
Savitri Latchmansingh  
Utility Billing Department  
City of Avon Park, Florida  
110 East Main Street  
Avon Park, FL 33825  
(863) 452-4403



For Recording Purposes Only

**AGREEMENT TO ANNEX PROPERTY**

This Agreement is executed on this 6 day of NOVEMBER 20 13, by PAUL + PATRICIA DUORALE and \_\_\_\_\_, whose address is \_\_\_\_\_, and his /her successors and assigns heirs and personal representatives (hereinafter collectively referred to as "Owner"), for and in favor of the City of Avon Park whose business address is 110 East Main, Avon Park, Florida 33825, and its successors and assigns (hereinafter referred to as "City").

**WITNESSETH**

Owner, for and in consideration of the receipt of utility service, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby agree and covenant to annex the property described below ("Property"), into the boundaries of the City.

**SITE ADDRESS**  
1425 S GOLF VIEW DR  
AVON PARK, FL 33825

**Legal Description**  
PINECREST VILLAS  
OR 001 PG 002 + THOMAS SVY  
UNIT 1425 BEING IN NLY

**PORT OF LOT 7  
+ INT IN COMMON ELEMENTS**

Owner petitions to voluntarily annex the Property when annexation of the Property is deemed lawful by the City in its sole discretion. The City would not otherwise provide utility service to the Owner but for the expectation that the Property would be annexed when it deems such annexation is lawful. Owner, and any successors, assigns by way of sale of the whole Property, parcels of property, sale of lots through subdivision or any other portion of the Property, all agree to voluntarily allow annexation by the City, and shall execute any documents necessary to accomplish that annexation into the City, and shall in no way hinder or delay such annexation. Owner understands that this Agreement is perpetual, and is not revocable, and binds the Owner, his/her successors, assigns, heirs and personal representatives. It is expressly understood and agreed that the terms, covenants, and conditions of this Agreement shall be and constitute covenants running with and binding on the property described below including any lots or parcels resulting from subdividing, and shall constitute an obligation on any such individual subdivided lots or parcels, regardless of title or ownership and regardless of any other future changes in ownership or characteristics that may take place.

Owner agrees that if Owner breaches this Agreement, the City's loss of potential future taxes from Owner's project and future annexations based from Owner's parcel would be substantial, and agrees that the City would be entitled to damages for such losses, along with all legal and equitable remedies available under the law, as well as all attorney fees and costs, including without limitation paralegals and expert witnesses, and including appellate attorney fees and costs.

Signed, sealed and delivered before these witnesses:

Marilyn English  
(Signed)

MARILYN ENGLISH  
(Printed)

Shaklyh  
(Signed)

Savitri Latchmansingh  
(Printed)

OWNER: [Signature]

By: PAUL A. DuBrule

OWNER: Patricia A. DuBrule

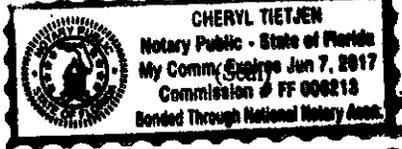
By: Patricia A. DuBrule

STATE OF FLORIDA  
COUNTY OF HIGHLANDS

I HEREBY CERTIFY that on this 6th day of November 20 13, before me, an officer duly qualified to take acknowledgments, personally appeared Paul + Patricia DuBrule He is known to me know or who produced DL D164-681-34-190-0 as identification and who executed the foregoing instrument and acknowledged before me that he executed the same.

DL D164-681-32-041-0

WITNESSETH my hand and official seal in the state and county named above.



Notary Public, State of Florida

Signature: Cheryl Tietjen  
Printed name: Cheryl Tietjen  
Commission No. FF006213 My Commission Expires: June 7, 2017

STATE OF FLORIDA  
COUNTY OF HIGHLANDS

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, an officer duly qualified to take acknowledgments, personally appeared \_\_\_\_\_. He is known to me know or who produced \_\_\_\_\_ as identification and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESSETH my hand and official seal in the state and county named above.

Notary Public, State of Florida

(Seal)

Signature: \_\_\_\_\_  
Printed name: \_\_\_\_\_  
Commission No. \_\_\_\_\_ My Commission Expires: \_\_\_\_\_



**THIS INSTRUMENT PREPARED BY  
AND SHOULD BE RETURNED TO:**

*SAVtri Latchmansing*  
**Utility Billing Department**  
**City of Avon Park, Florida**  
**110 East Main Street**  
**Avon Park, FL 33825**  
**(863) 452-4403**

JB  
18.50  
AIR



For Recording Purposes Only

**AGREEMENT TO ANNEX PROPERTY**

This Agreement is executed on this 19 day of Nov, 2013, by Donald D. Sowers and \_\_\_\_\_, whose address is 2726 Windward Dr Winchester Va 22601, and his /her successors and assigns heirs and personal representatives (hereinafter collectively referred to as "Owner"), for and in favor of the City of Avon Park whose business address is 110 East Main, Avon Park, Florida 33825, and its successors and assigns (hereinafter referred to as "City").

**WITNESSETH**

Owner, for and in consideration of the receipt of utility service, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby agree and covenant to annex the property described below ("Property"), into the boundaries of the City.

<b><u>SITE ADDRESS</u></b>	<b><u>Legal Description</u></b>	
1426 S GOLFOVIEW DR	PINECREST VILLAS	PORT OF LOT 7
AVON PARK, FL 33825	OR 891 PG 502 + THOMAS SVY	+ INT IN COMMON ELEMENTS
	UNIT 1426 BEING IN SLY	

Owner petitions to voluntarily annex the Property when annexation of the Property is deemed lawful by the City in its sole discretion. The City would not otherwise provide utility service to the Owner but for the expectation that the Property would be annexed when it deems such annexation is lawful. Owner, and any successors, assigns by way of sale of the whole Property, parcels of property, sale of lots through subdivision or any other portion of the Property, all agree to voluntarily allow annexation by the City, and shall execute any documents necessary to accomplish that annexation into the City, and shall in no way hinder or delay such annexation. Owner understands that this Agreement is perpetual, and is not revocable, and binds the Owner, his/her successors, assigns, heirs and personal representatives. It is expressly understood and agreed that the terms, covenants, and conditions of this Agreement shall be and constitute covenants running with and binding on the property described below including any lots or parcels resulting from subdividing, and shall constitute an obligation on any such individual subdivided lots or parcels, regardless of title or ownership and regardless of any other future changes in ownership or characteristics that may take place.

Owner agrees that if Owner breaches this Agreement, the City's loss of potential future taxes from Owner's project and future annexations based from Owner's parcel would be substantial, and agrees that the City would be entitled to damages for such losses, along with all legal and equitable remedies available under the law, as well as all attorney fees and costs, including without limitation paralegals and expert witnesses, and including appellate attorney fees and costs.

Signed, sealed and delivered before these witnesses:

[Signature]  
(Signed)

Harsh Davis  
(Printed)

[Signature]  
(Signed)

Janice Nutter  
(Printed)

OWNER:

[Signature]

By: Donald O. Sowers

OWNER:

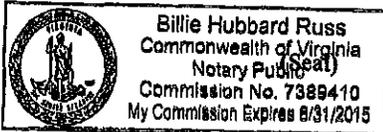
\_\_\_\_\_

By: \_\_\_\_\_

STATE OF ~~FLORIDA~~ Virginia  
COUNTY OF ~~HIGHLANDS~~ Frederick

I HEREBY CERTIFY that on this 19 day of Nov., 2013, before me, an officer duly qualified to take acknowledgments, personally appeared Donald Sowers. He is known to me know or who produced Drivers License as identification and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESSETH my hand and official seal in the state and county named above.



Notary Public, ~~State of Florida~~ State of Virginia

Signature: [Signature]

Printed name: Billie Hubbard Russ

Commission No. 7389410 My Commission Expires: 8.31.15

STATE OF FLORIDA  
COUNTY OF HIGHLANDS

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, an officer duly qualified to take acknowledgments, personally appeared \_\_\_\_\_ He is known to me know or who produced \_\_\_\_\_ as identification and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESSETH my hand and official seal in the state and county named above.

Notary Public, State of Florida

(Seal)

Signature: \_\_\_\_\_

Printed name: \_\_\_\_\_

Commission No. \_\_\_\_\_ My Commission Expires: \_\_\_\_\_

# Parcel C-25-33-28-050-0030-1422

1422 S GOLFVIEW DR  
AVON PARK, FL 33825

**Owners:**

HOUCK BETTY J TRUST

**Mailing Address**

1422 S GOLFVIEW DR  
AVON PARK, FL 33825

**DOR Code:** 01 - SINGLE FAMILY

**Neighborhood:** 4419.10 - PINECREST VILLAS

**Millage:** 40 - County Southwest Water

**Map ID:** 45A

## Legal Description

PINECREST VILLAS

OR 891 PG 502 + THOMAS SVY

UNIT 1422 BEING IN NLY

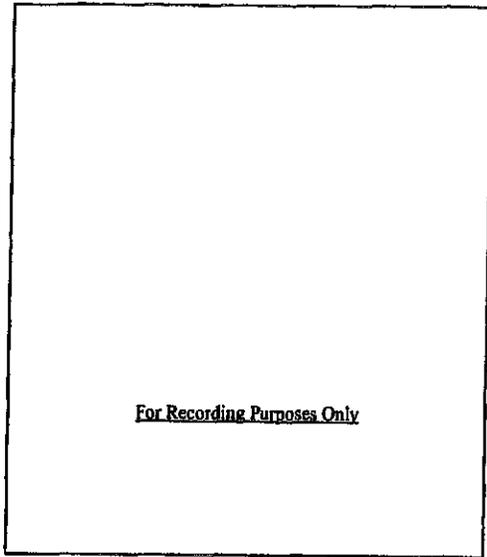
PORT OF LOT 8

+ INT IN COMMON ELEMENTS



**THIS INSTRUMENT PREPARED BY  
AND SHOULD BE RETURNED TO:**  
*Savtri Latchasing*  
**Utility Billing Department  
City of Avon Park, Florida  
110 East Main Street  
Avon Park, FL 33825  
(863) 452-4403**

*JB  
18.50  
AIR*



**AGREEMENT TO ANNEX PROPERTY**

This Agreement is executed on this 04 day of NOVEMBER 20 13, by BETTY HOUCK and \_\_\_\_\_, whose address is 1422 GOLFVIEW DR, AVON PARK FL 33825, and his /her successors and assigns heirs and personal representatives (hereinafter collectively referred to as "Owner"), for and in favor of the City of Avon Park whose business address is 110 East Main, Avon Park, Florida 33825, and its successors and assigns (hereinafter referred to as "City").

**WITNESSETH**

Owner, for and in consideration of the receipt of utility service, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby agree and covenant to annex the property described below ("Property"), into the boundaries of the City.

<u>SITE ADDRESS</u>	<u>Legal Description</u>	
1422 S GOLFVIEW DR AVON PARK, FL 33825	PINECREST VILLAS OR 891 PG 502 + THOMAS SVY UNIT 1422 BEING IN NLY	PORT OF LOT 8 + INT IN COMMON ELEMENTS

Owner petitions to voluntarily annex the Property when annexation of the Property is deemed lawful by the City in its sole discretion. The City would not otherwise provide utility service to the Owner but for the expectation that the Property would be annexed when it deems such annexation is lawful. Owner, and any successors, assigns by way of sale of the whole Property, parcels of property, sale of lots through subdivision or any other portion of the Property, all agree to voluntarily allow annexation by the City, and shall execute any documents necessary to accomplish that annexation into the City, and shall in no way hinder or delay such annexation. Owner understands that this Agreement is perpetual, and is not revocable, and binds the Owner, his/her successors, assigns, heirs and personal representatives. It is expressly understood and agreed that the terms, covenants, and conditions of this Agreement shall be and constitute covenants running with and binding on the property described below including any lots or parcels resulting from subdividing, and shall constitute an obligation on any such individual subdivided lots or parcels, regardless of title or ownership and regardless of any other future changes in ownership or characteristics that may take place.

Owner agrees that if Owner breaches this Agreement, the City's loss of potential future taxes from Owner's project and future annexations based from Owner's parcel would be substantial, and agrees that the City would be entitled to damages for such losses, along with all legal and equitable remedies available under the law, as well as all attorney fees and costs, including without limitation paralegals and expert witnesses, and including appellate attorney fees and costs.

Signed, sealed and delivered before these witnesses

Mamita English  
(Signed)

MAMITA ENGLISH  
(Printed)

OWNER:

Betty Houck

By: BETTY Houck

OWNER:

\_\_\_\_\_  
(Signed)

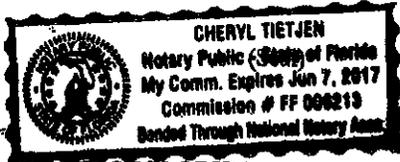
\_\_\_\_\_  
(Printed)

By: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF HIGHLANDS

I HEREBY CERTIFY that on this 4th day of November, 2013, before me, an officer duly qualified to take acknowledgments, personally appeared Betty Houck. He is known to me know or who produced DLH200-082-28-710-0 as identification and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESSETH my hand and official seal in the state and county named above.



Notary Public, State of Florida

Signature: Cheryl Tietjen  
Printed name: CHERYL TIETJEN  
Commission No. FF 006213 My Commission Expires: June 7, 2017

STATE OF FLORIDA  
COUNTY OF HIGHLANDS

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, an officer duly qualified to take acknowledgments, personally appeared \_\_\_\_\_. He is known to me know or who produced \_\_\_\_\_ as identification and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESSETH my hand and official seal in the state and county named above.

Notary Public, State of Florida

(Seal)

Signature: \_\_\_\_\_  
Printed name: \_\_\_\_\_  
Commission No. \_\_\_\_\_ My Commission Expires: \_\_\_\_\_

# Parcel C-25-33-28-050-0030-1420

1420 S GOLFVIEW DR  
AVON PARK, FL 33825

**Owners:**

CHAFFEE DAVID S + NANCY J

**Mailing Address**

1420 S GOLFVIEW DR  
AVON PARK, FL 33825

**DOR Code:** 01 - SINGLE FAMILY

**Neighborhood:** 4419.10 - PINECREST VILLAS

**Millage:** 40 - County Southwest Water

**Map ID:** 45A

## Legal Description

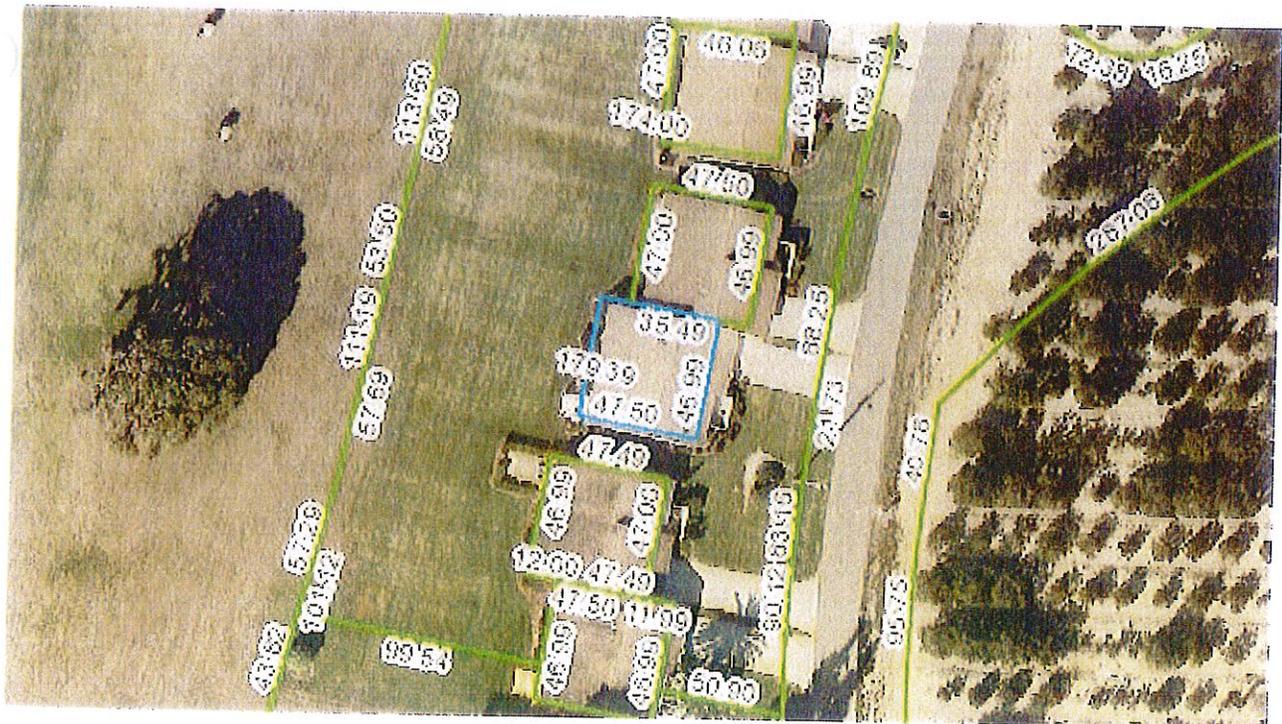
PINECREST VILLAS

OR 891 PG 502 + THOMAS SVY

UNIT 1420 BEING IN SLY

PORT OF LOT 8

+ INT IN COMMON ELEMENTS



**THIS INSTRUMENT PREPARED BY  
AND SHOULD BE RETURNED TO:**

*Savitri Latchmansingh*  
**Utility Billing Department  
City of Avon Park, Florida  
110 East Main Street  
Avon Park, FL 33825  
(863) 452-4403**

JB  
18.50  
AIR



For Recording Purposes Only

**AGREEMENT TO ANNEX PROPERTY**

This Agreement is executed on this 7 day of NOVEMBER 20 13, by DAVID CHAFFEE and NANCY CHAFFEE, whose address is 1420 S GOLFVIEW DR, AVON PARK, FL 33825, and his /her successors and assigns heirs and personal representatives (hereinafter collectively referred to as "Owner"), for and in favor of the City of Avon Park whose business address is 110 East Main, Avon Park, Florida 33825, and its successors and assigns (hereinafter referred to as "City").

**WITNESSETH**

Owner, for and in consideration of the receipt of utility service, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby agree and covenant to annex the property described below ("Property"), into the boundaries of the City.

<u>SITE ADDRESS</u>	<u>Legal Description</u>	
1420 S GOLFVIEW DR AVON PARK, FL 33825	PINECREST VILLAS OR 891 PG 502 + THOMAS SVY UNIT 1420 BEING IN SLY	PORT OF LOT 8 + INT IN COMMON ELEMENTS

Owner petitions to voluntarily annex the Property when annexation of the Property is deemed lawful by the City in its sole discretion. The City would not otherwise provide utility service to the Owner but for the expectation that the Property would be annexed when it deems such annexation is lawful. Owner, and any successors, assigns by way of sale of the whole Property, parcels of property, sale of lots through subdivision or any other portion of the Property, all agree to voluntarily allow annexation by the City, and shall execute any documents necessary to accomplish that annexation into the City, and shall in no way hinder or delay such annexation. Owner understands that this Agreement is perpetual, and is not revocable, and binds the Owner, his/her successors, assigns, heirs and personal representatives. It is expressly understood and agreed that the terms, covenants, and conditions of this Agreement shall be and constitute covenants running with and binding on the property described below including any lots or parcels resulting from subdividing, and shall constitute an obligation on any such individual subdivided lots or parcels, regardless of title or ownership and regardless of any other future changes in ownership or characteristics that may take place.

Owner agrees that if Owner breaches this Agreement, the City's loss of potential future taxes from Owner's project and future annexations based from Owner's parcel would be substantial, and agrees that the City would be entitled to damages for such losses, along with all legal and equitable remedies available under the law, as well as all attorney fees and costs, including without limitation paralegals and expert witnesses, and including appellate attorney fees and costs.

Signed, sealed and delivered before these witnesses:

Marieta English  
(Signed)

MARIETA ENGLISH  
(Printed)

Shakyla  
(Signed)

Savitri Katchmansingh  
(Printed)

OWNER: Nancy J Chaffee

By: Nancy J Chaffee

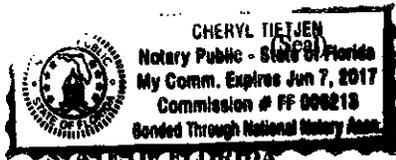
OWNER: David S. Chaffee

By: David S. Chaffee

STATE OF FLORIDA  
COUNTY OF HIGHLANDS

I HEREBY CERTIFY that on this 17th day of November, 2013, before me, an officer duly qualified to take acknowledgments, personally appeared Nancy J Chaffee He is known to me know or who produced DL 6008967 + 5902734 as identification and who executed the foregoing instrument and acknowledged before me that he executed the same (RI)

WITNESSETH my hand and official seal in the state and county named above.



STATE OF FLORIDA  
COUNTY OF HIGHLANDS

Notary Public, State of Florida

Signature: Cheryl Tietjen  
Printed name: Cheryl Tietjen  
Commission No. FF000213 My Commission Expires: June 7, 2017

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, an officer duly qualified to take acknowledgments, personally appeared \_\_\_\_\_ He is known to me know or who produced \_\_\_\_\_ as identification and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESSETH my hand and official seal in the state and county named above.

Notary Public, State of Florida

(Seal)

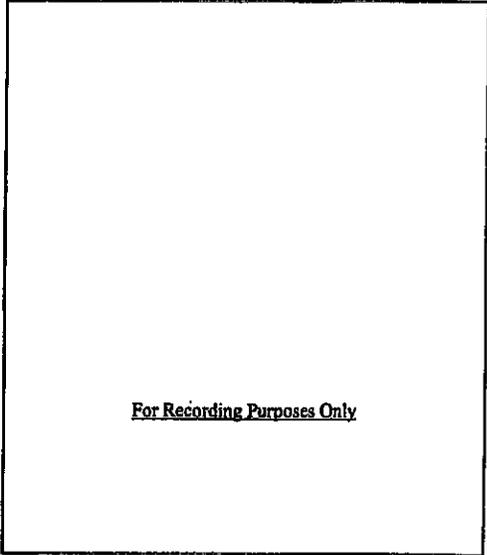
Signature: \_\_\_\_\_  
Printed name: \_\_\_\_\_  
Commission No. \_\_\_\_\_ My Commission Expires: \_\_\_\_\_



**THIS INSTRUMENT PREPARED BY  
AND SHOULD BE RETURNED TO:**

JB  
18.50  
AIR

*Sivtri Latchmarsing*  
**Utility Billing Department**  
**City of Avon Park, Florida**  
**110 East Main Street**  
**Avon Park, FL 33825**  
**(863) 452-4403**



For Recording Purposes Only

**AGREEMENT TO ANNEX PROPERTY**

This Agreement is executed on this 5 day of NOVEMBER, 2013, by SHIRLEY PAYNE and \_\_\_\_\_, whose address is \_\_\_\_\_, and his /her successors and assigns heirs and personal representatives (hereinafter collectively referred to as "Owner"), for and in favor of the City of Avon Park whose business address is 110 East Main, Avon Park, Florida 33825, and its successors and assigns (hereinafter referred to as "City").

**WITNESSETH**

Owner, for and in consideration of the receipt of utility service, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby agree and covenant to annex the property described below ("Property"), into the boundaries of the City.

**SITE ADDRESS**

1418 S GOLFVIEW DR  
AVON PARK, FL 33825

**Legal Description**

PINECREST VILLAS  
OR 891 PG 502 + THOMAS SVY  
UNIT 1418 BEING IN NLY

PORT OF LOT 9

+ INT IN COMMON ELEMENTS

Owner petitions to voluntarily annex the Property when annexation of the Property is deemed lawful by the City in its sole discretion. The City would not otherwise provide utility service to the Owner but for the expectation that the Property would be annexed when it deems such annexation is lawful. Owner, and any successors, assigns by way of sale of the whole Property, parcels of property, sale of lots through subdivision or any other portion of the Property, all agree to voluntarily allow annexation by the City, and shall execute any documents necessary to accomplish that annexation into the City, and shall in no way hinder or delay such annexation. Owner understands that this Agreement is perpetual, and is not revocable, and binds the Owner, his/her successors, assigns, heirs and personal representatives. It is expressly understood and agreed that the terms, covenants, and conditions of this Agreement shall be and constitute covenants running with and binding on the property described below including any lots or parcels resulting from subdividing, and shall constitute an obligation on any such individual subdivided lots or parcels, regardless of title or ownership and regardless of any other future changes in ownership or characteristics that may take place.

Owner agrees that if Owner breaches this Agreement, the City's loss of potential future taxes from Owner's project and future annexations based from Owner's parcel would be substantial, and agrees that the City would be entitled to damages for such losses, along with all legal and equitable remedies available under the law, as well as all attorney fees and costs, including without limitation paralegals and expert witnesses, and including appellate attorney fees and costs.

Signed, sealed and delivered before these witnesses:

Marnita English  
(Signed)

MARNITA ENGLISH  
(Printed)

OWNER:

By:

OWNER:

By:

(Signed)

(Printed)

STATE OF FLORIDA  
COUNTY OF HIGHLANDS

I HEREBY CERTIFY that on this 5th day of NOV, 2013, before me, an officer duly qualified to take acknowledgments, personally appeared Shirley Payne. He is known to me know or who produced DL P50-785-22-501-0 as identification and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESSETH my hand and official seal in the state and county named above.



Notary Public, State of Florida

Signature: Cheryl Tietjen  
Printed name: CHERYL TIETJEN  
Commission No. FF006213 My Commission Expires: JUNE 7, 2017

STATE OF FLORIDA  
COUNTY OF HIGHLANDS

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, an officer duly qualified to take acknowledgments, personally appeared \_\_\_\_\_. He is known to me know or who produced \_\_\_\_\_ as identification and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESSETH my hand and official seal in the state and county named above.

Notary Public, State of Florida

(Seal)

Signature: \_\_\_\_\_  
Printed name: \_\_\_\_\_  
Commission No. \_\_\_\_\_ My Commission Expires: \_\_\_\_\_

# Parcel C-25-33-28-050-0030-1416

1416 S GOLFVIEW DR  
AVON PARK, FL 33825

**Owners:**  
LAMB KAREN S

**Mailing Address**  
1438 S GOLFVIEW DR  
AVON PARK, FL 33825

**DOR Code:** 01 - SINGLE FAMILY  
**Neighborhood:** 4419.10 - PINECREST VILLAS  
**Millage:** 40 - County Southwest Water  
**Map ID:** 45A

## Legal Description

PINECREST VILLAS  
OR 891 PG 502 + THOMAS SVY  
UNIT 1416 BEING IN S PORT  
OF LOT 9 + N PORT LOT 10  
+ INT IN COMMON ELEMENTS



**THIS INSTRUMENT PREPARED BY  
AND SHOULD BE RETURNED TO:**

*Savitri Latchmansingh*  
**Utility Billing Department  
City of Avon Park, Florida  
110 East Main Street  
Avon Park, FL 33825  
(863) 452-4403**

JB  
18.50  
AIR



For Recording Purposes Only

**AGREEMENT TO ANNEX PROPERTY**

This Agreement is executed on this 11<sup>th</sup> day of Nov, 2013, by Karen S. Lamb and \_\_\_\_\_, whose address is 1416 S. Golfview Dr, Avon Park 99, and his /her successors and assigns heirs and personal representatives (hereinafter collectively referred to as "Owner"), for and in favor of the City of Avon Park whose business address is 110 East Main, Avon Park, Florida 33825, and its successors and assigns (hereinafter referred to as "City").

**WITNESSETH**

Owner, for and in consideration of the receipt of utility service, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby agree and covenant to annex the property described below ("Property"), into the boundaries of the City.

<b><u>SITE ADDRESS</u></b>	<b><u>Legal Description</u></b>	
1416 S GOLFVIEW DR AVON PARK, FL 33825	PINECREST VILLAS OR 891 PG 502 + THOMAS SVY UNIT 1416 BEING IN S PORT	OF LOT 9 + N PORT LOT 10 + INT IN COMMON ELEMENTS

Owner petitions to voluntarily annex the Property when annexation of the Property is deemed lawful by the City in its sole discretion. The City would not otherwise provide utility service to the Owner but for the expectation that the Property would be annexed when it deems such annexation is lawful. Owner, and any successors, assigns by way of sale of the whole Property, parcels of property, sale of lots through subdivision or any other portion of the Property, all agree to voluntarily allow annexation by the City, and shall execute any documents necessary to accomplish that annexation into the City, and shall in no way hinder or delay such annexation. Owner understands that this Agreement is perpetual, and is not revocable, and binds the Owner, his/her successors, assigns, heirs and personal representatives. It is expressly understood and agreed that the terms, covenants, and conditions of this Agreement shall be and constitute covenants running with and binding on the property described below including any lots or parcels resulting from subdividing, and shall constitute an obligation on any such individual subdivided lots or parcels, regardless of title or ownership and regardless of any other future changes in ownership or characteristics that may take place.

Owner agrees that if Owner breaches this Agreement, the City's loss of potential future taxes from Owner's project and future annexations based from Owner's parcel would be substantial, and agrees that the City would be entitled to damages for such losses, along with all legal and equitable remedies available under the law, as well as all attorney fees and costs, including without limitation paralegals and expert witnesses, and including without limitation appellate attorney fees and costs.

Signed, sealed and delivered before these witnesses:

[Signature]  
(Signed)

YARIMA CIERCAS  
(Printed)

[Signature]  
(Signed)

Savitri Latchmansingh  
(Printed)

OWNER:

[Signature]

By: Karen S. Lamb

OWNER:

\_\_\_\_\_

By: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF HIGHLANDS

I HEREBY CERTIFY that on this 4th day of November, 2013, before me, an officer duly qualified to take acknowledgments, personally appeared Karen S. Lamb He is known to me know or who produced DI: 1510-517-60-569-0 as identification and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESSETH my hand and official seal in the state and county named above.



Notary Public, State of Florida

Signature: [Signature]  
Printed name: Cheryl Tietjen  
Commission No. FF 008213 My Commission Expires: June 7, 2017

STATE OF FLORIDA  
COUNTY OF HIGHLANDS

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, an officer duly qualified to take acknowledgments, personally appeared \_\_\_\_\_. He is known to me know or who produced \_\_\_\_\_ as identification and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESSETH my hand and official seal in the state and county named above.

Notary Public, State of Florida

(Seal)

Signature: \_\_\_\_\_  
Printed name: \_\_\_\_\_  
Commission No. \_\_\_\_\_ My Commission Expires: \_\_\_\_\_

# Parcel C-25-33-28-050-0030-1410

1410 S GOLFVIEW DR  
AVON PARK, FL 33825

**Owners:**  
CREWS GROVES INC

**Mailing Address**  
P O BOX 1669  
AVON PARK, FL 33826-1669

**DOR Code:** 66 - GROVES/ORCHARDS  
**Neighborhood:** 4419.10 - PINECREST VILLAS  
**Millage:** 40 - County Southwest Water  
**Map ID:** 45A

## Legal Description

PINECREST VILLAS  
OR 891 PG 502 + THOMAS SVY  
LOT 10-LESS A SLIVER OFF  
N SIDE + ALL LOT 11



## Value Summary

Total Building Value	\$0
Total XF Value	\$0
Total Land Value	\$4,322
Total Land value - Agri.	\$2,874
Income	NA
Total Classified Use Value	\$2,874
Total Just Value	\$4,322

# Parcel C-25-33-28-050-00B1-0000

1650 E PINECREST DR  
AVON PARK, FL 33825

**Owners:**  
CREWS GROVES INC

**Mailing Address**  
P O BOX 1669  
AVON PARK, FL 33826-1669

**DOR Code:** 66 - GROVES/ORCHARDS  
**Neighborhood:** 3031.00 - LAKE LOTELA E S  
**Millage:** 40 - County Southwest Water  
**Map ID:** 45A

## Legal Description

REPLAT PINECREST LAKES ETC  
PER PB 3-PGS 118-118A-118B  
A .73 ACRE TR BEING S 90  
FT OF TA TR B1 S OF BLK 3  
ON N SIDE OF PINECREST BVD  
.71 ACRES



## Value Summary

Total Building Value	\$0
Total XF Value	\$0
Total Land Value	\$3,468
Total Land value - Agri.	\$2,311
Income	NA
Total Classified Use Value	\$2,311
Total Just Value	\$3,468

## ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT is made and entered into this November 23rd 2015, by and between PINECREST ON LOTELA INC, a Florida corporation, whose business address is 2250 S LITTLE LAKE BONNETT RD, AVON PARK, FL, 33825, for themselves and their successors and assigns (hereinafter collectively referred to as "Owner"), and the City of Avon Park, a municipal corporation, whose business address is 110 East Main Street, Avon Park, Florida 33825, and its successors and assigns (hereinafter referred to as "City").

### PURPOSE & INTENT

A. Owner is desirous of improving property described on Exhibit "A" and "A1" attached hereto and made a part hereof (the "Property") someday in the future, and obtaining water services from the City for the Golf Club house or any other structure deemed appropriate by the owner.

B. City is willing to provide such water service in the manner described herein, but in exchange requires that the annexation of the Property be performed as soon as legally possible.

### AGREEMENT

OWNER and CITY therefore agree as follows:

1. Purpose & Intent and Exhibits Are Part of Agreement. The above recitations are true and correct, are hereby incorporated herein by reference, and form a material part of this Agreement. All exhibits to this Agreement and statements therein are hereby deemed a part of this Agreement.
2. Agreements between the Parties as to Annexation. Owner irrevocably agrees to voluntarily annex the Property within the City. City agrees to annex the Property.
3. Agreements as to Extension of Water Service.
  - a. The City agrees to perform or contract for all professional engineering services for design and FDEP permitting necessary to extend:
    - i. A water main of 6" and 2" in diameter, aligned along the proposed easements, or roads as conceptually illustrated on Exhibit-B.
    - ii. The owner will reasonably provide the City with the documented easements within Exhibit B, or as requested by the City.
    - iii. The City will coordinate all work with the owner to not interfere with Golf Course operation, and will restore any disturbed areas to pre-construction condition as required by the owner.

b. The City will permit and construct the above described project (the "Utility Project") within 60 months of the execution of this Agreement.

4. Commencement of City Duties. The City's obligation to perform its duties regarding the Utility Project will be initiated upon annexation, and completed within a 60 month period.

5. Zoning change during the Annexation Process. Concurrently with the annexation process, the City and Owner will initiate the re-zoning of the property to C1-Commercial.

6. Laws of Florida to Govern; Venue; Waiver of Jury Trial. This Agreement shall be governed by the laws of the State of Florida, and the proper venue shall be state court in Highlands County, Florida, and the parties agree to waive any right to jury trial.

7. Waiver; Remedies. No failure or delay on the part of either party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any waiver on the part of either party of any right, power, or privilege hereunder operate as a waiver of any other right, power, or privilege hereunder, nor will any single or partial exercise of any right, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power, or privilege hereunder.

8. Document is the Result of Mutual Draftsmanship. The terms and conditions in this Agreement are the product of mutual draftsmanship by both parties, each being represented by counsel, and any ambiguities in this Agreement or any documentation prepared pursuant to it shall not be construed against any of the parties because of authorship. The parties acknowledge that all the terms of this Agreement were negotiated at arms' length, and that each party, being represented by counsel, is acting to protect its, his, her, or their own interest.

9. Prior Agreements; Amendments. This Agreement supersedes all previous agreements or representations, either verbal or written, heretofore in effect between Owner and City, made with respect to the matters herein contained, and when duly executed constitutes the entire Agreement between Owner and City. No additions, alterations or variations of the terms of this Agreement shall be valid, nor provisions of this Agreement be deemed waived by either party, unless such additions, alterations, variations or waivers are expressed in writing and duly signed by the party to be bound thereby.

10. Conflict With Laws. In the event of a conflict between provisions in this Agreement and the provisions in any federal or state law, or any City ordinance, resolution, rules and regulations or code, the parties shall first attempt to read the provisions in reasonable harmony, and if no agreement can be reached, the provision of federal law, then state law, then City ordinance (Code), resolution, rules & regulations shall prevail over the provisions in the Agreement, in that order, however, the City shall pass no future ordinance that will invalidate this Agreement or eliminate the City's duties under this Agreement.

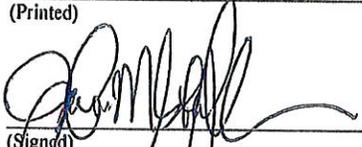
11. Agreement Recorded as Covenant on the Property. A copy of this Agreement shall be duly recorded in the county records by the City as a covenant binding the Owner of the Property and any subsequent owners of the Property, and the benefits and burdens of this Agreement shall become a covenant, running, touching, building and concerning the title to the Property, and all parts and parcels thereof.

12. Attorney Fees. In the event of any action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover actual and reasonable attorneys' fees, paralegals' fees, and costs incurred, whether the same be incurred in a pre-litigation negotiation, litigation at the trial level, or upon appeal.

**IN WITNESS WHEREOF,** Owner and City have executed or have caused this Agreement, with the named Exhibits attached, to be duly executed.

*[signatures on attached pages]*

OWNER

Signed, sealed and delivered before these witnesses:	
	PINECREST ON LOTELA INC By:  VICE PRESIDENT & TREASURER EDMOND S. ABRAIN
(Signed)	
DAVID SWANTICK	
(Printed)	
	
(Signed)	
Joseph M Staffieri	
(Printed)	

State of Florida  
County of Highlands

This instrument was acknowledged before me this NOV 19, 2015, by EDMOND S. ABRAIN, as president of PINECREST ON LOTELA INC, a Florida corporation. She/He [ ] is personally known to me or [ X ] produced a driver's license as identification.

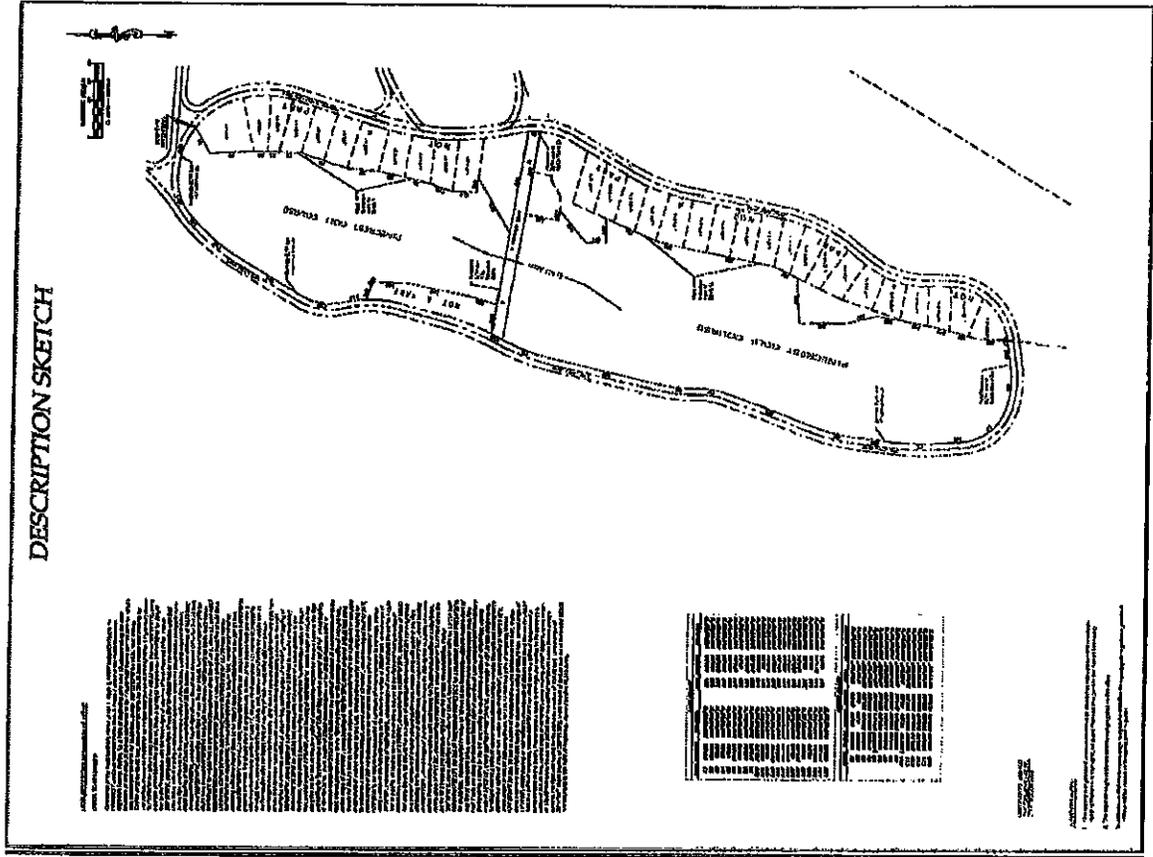
  
Notary Public  
Print Name: BONNIE BARWICK  
My Commission Expires: 3-17-2019





**EXHIBIT A**

**SKETCH OF OWNER'S PROPERTY TO BE ANNEXED**



**EXHIBIT A1**

**LEGAL DESCRIPTION OF OWNER'S PROPERTY TO BE ANNEXED**

**LEGAL DESCRIPTION (generated by this office):**

**PARCEL TO BE ANNEXED**

Commence at the most Northerly corner of Lot 1, Block 3, FIRST RESUBDIVISION OF PINECREST LAKES as recorded in Plat Book 3, Pages 7 and 8 of the Public Records of Highlands County, Florida, for a Point of Beginning; (the next 12 calls are along the West boundary of said Block 3) thence S59°06'05"W for 125.00 feet; thence S02°39'39"E for 193.15 feet, thence S01°23'48"W for 60.00 feet, thence S00°55'07"W for 50.02 feet; thence S01°54'14"W for 95.00 feet; thence S17°15'38"W for 204.20 feet; thence S05°24'09"W for 130.70 feet; thence S12°18'04"W for 113.60 feet; thence S13°42'43"W for 111.20 feet; thence S17°23'02"W for 101.70 feet; thence S02°53'09"W for 100.22 feet; thence S83°19'17"E, along a portion of the South line of Lot 11, Block 3 for 60.82 feet; thence S59°14'22"W for 264.47 feet to the intersection with the North right of way line of East Pinecrest Drive; thence S80°19'58"E, along said North right of way line for 425.00 feet to the intersection with Golf View Drive, said line being a non-tangent curve concave to the West; thence along said curve to the right and having for its elements a radius of 359.70 feet, central angle of 8°04'47", chord bearing of S00°15'41"W, chord distance of 50.68 feet for an arc distance of 50.72 feet; thence N80°19'58"W, along the South right of way line of East Pinecrest Drive for 344.26 feet; thence S10°13'50"W, departing said right of way line for 145.01 feet; thence S80°37'10"E for 40.25 feet; thence S48°29'05"W for 171.00 feet; thence S00°34'10"E for 90.00 feet; thence S89°49'10"E for 95.66 feet to the intersection with the West line of Lot 2, Block 12, said FIRST RESUBDIVISION OF PINECREST LAKES; (the next 4 calls are along the West line of said Block 12) thence S22°56'15"W for 229.64 feet; thence S13°32'25"W for 121.34 feet; thence S10°49'38"W for 400.00 feet; thence S23°45'09"W for 121.39 feet; thence S87°16'05"W, departing said West line of Block 12 for 183.73 feet; thence S00°16'05"W for 200.23 feet; thence S11°50'00"E for 141.22 feet; thence S09°47'14"W for 104.32 feet; thence S10°03'46"W, crossing the West line of said Block 12 and into Lots 16 then 17 for 153.64 feet; (the next 3 calls cross the Westerly portion of Lots 17, 18 and 19 of said Block 12) thence S13°48'55"W for 69.82 feet; thence S14°19'00"W for 123.01 feet; thence S03°17'24"W for 142.68 feet to the intersection with the North right of way line of Holly Hurst Drive said line being a non-tangent curve concave to the North; (the next 14 calls are along said North and East right of way line for Holly Hurst Drive and Lake Lotela Drive) thence along a curve to the right having for its elements a radius of 262.90 feet; central angle of 0°49'57", chord bearing of S80°58'40"W, chord length of 3.82 feet along the arc for 3.82 feet to a point of tangency; thence S81°23'38"W for 106.20 feet to the point of curvature of a curve concave to the Northeast; thence along a curve to the right and having for its elements a radius of 340.00 feet, central angle of 27°32'43", chord bearing of N84°50'01"W, chord length of 161.89 feet along the arc for 163.46 feet to a point of compound curve; thence along a curve to the right and having for its elements a radius of 215.39 feet, central angle of 66°38'16", chord bearing of N37°44'31"W, chord length of 236.62 feet along the arc for 250.51 feet to a point of tangency; thence N04°25'22"W for 68.50 feet to a point of curvature of a curve concave to the East; thence along a curve to the right and having for its elements a radius of 1407.70 feet, central angle of 10°44'00", chord bearing of N00°56'38"E, chord length of 263.32 feet along the arc for 263.71

feet to a point of tangency; thence N06°18'38"E for 129.00 feet to the point of curvature of a curve concave to the East; thence along a curve to the right and having for its elements a radius of 930.40 feet, central angle of 12°48'00", chord bearing of N12°42'38"E, chord length of 207.42 feet along the arc for 207.85 feet to a point of tangency; thence N19°06'38"E for 422.40 feet to a point of curvature of a curve concave to the West; thence along a curve to the left and having for its elements a radius of 325.00 feet, central angle of 20°20'00", chord bearing of N08°56'38"E, chord length of 114.73 feet along the arc for 115.34 feet to a point of reverse curve; thence along a curve to the right and having a radius of 691.80 feet, central angle of 13°42'00", chord bearing of N05°37'38"E, chord length of 165.02 feet along the arc for 165.42 feet to a point of tangency; thence N12°28'38"E for 471.50 feet to a point of curvature of a curve concave to the East; thence along said curve to the right and having for its elements a radius of 928.60 feet, central angle of 15°27'00", chord bearing of N20°07'08"E, chord length of 249.64 feet along the arc for 250.40 feet to a point of reverse curve; thence along a curve to the right and having for its elements a radius of 1126.70 feet, central angle of 1°53'36", chord bearing of N26°58'50"E, chord length of 37.23 feet along the arc for 37.23 feet to the Northerly right of way line of East Pinecrest Drive; thence S80°19'58"E, along said right of way line for 122.40 feet; thence N16°04'08"E for 137.14 feet; thence N11°02'13"E for 255.77 feet; thence N02°03'35"E for 133.32 feet; thence N49°34'35"W for 24.30 feet; thence N76°54'27"W for 55.32 feet to the Intersection with the Easterly right of way line of Lake Lotela Drive, said line being a non-tangent curve concave to the West (the next 7 calls are along the East and South right of way line of Lake Lotela and Golf View Drive); thence along a curve to the left and having for its elements a radius of 509.00 feet, central angle of 12°05'23", chord bearing of N06°59'41"W, chord length of 107.20 feet along the arc for 107.40 feet to a point of reverse curve; thence along a curve to the right and having for its elements a radius of 232.70 feet, central angle of 42°28'00", chord bearing of N08°11'38"E, chord length of 168.55 feet along the arc for 171.47 feet to a point of tangency; thence N29°25'38"E for 311.30 feet to a point of curvature of a curve concave to the East; thence along a curve to the right and having for its elements a radius of 880.10 feet, central angle of 15°10'00", chord bearing of N37°00'38"E, chord length of 232.29 feet along the arc for 232.97 feet to a point of tangency; thence N44°35'38"E for 44.60 feet to a point of curvature of a curve concave to the South; thence along a curve to the right and having for its elements a radius of 222.20 feet, central angle of 46°40'00", chord bearing of N67°55'38"E, chord length of 176.02 feet along the arc for 180.98 feet to a point of compound curve; thence along a curve to the right and having for its elements a radius of 334.20 feet, central angle of 38°17'04", chord bearing of S69°35'50"E, chord length of 219.18 feet along the arc for 223.31 feet returning to the Point of Beginning. Parcel contains 41.613 Acres.

# **Exhibit-B Proposed City Work.**

**(Per Attached PDF.)**

LEGAL DESCRIPTION (generated by this office):

PARCEL TO BE ANNEXED

Commence at the most Northerly corner of Lot 1, Block 3, FIRST RESUBDIVISION OF PINECREST LAKES as recorded in Plat Book 3, Pages 7 and 8 of the Public Records of Highlands County, Florida, for a Point of Beginning; (the next 12 calls are along the West boundary of said Block 3) thence S59°06'05"W for 125.00 feet; thence S02°39'39"E for 193.15 feet, thence S01°23'48"W for 60.00 feet, thence S00°55'07"W for 50.02 feet; thence S01°54'14"W for 95.00 feet; thence S17°15'38"W for 204.20 feet; thence S05°24'09"W for 130.70 feet; thence S12°18'04"W for 113.60 feet; thence S13°42'43"W for 111.20 feet; thence S17°23'02"W for 101.70 feet; thence S02°53'09"W for 100.22 feet; thence S83°19'17"E, along a portion of the South line of Lot 11, Block 3 for 60.82 feet; thence S59°14'22"W for 264.47 feet to the intersection with the North right of way line of East Pinecrest Drive; thence S80°19'58"E, along said North right of way line for 425.00 feet to the intersection with Golf View Drive, said line being a non-tangent curve concave to the West; thence along said curve to the right and having for its elements a radius of 359.70 feet, central angle of 8°04'47", chord bearing of S00°15'41"W, chord distance of 50.68 feet for an arc distance of 50.72 feet; thence N80°19'58"W, along the South right of way line of East Pinecrest Drive for 344.26 feet; thence S10°13'50"W, departing said right of way line for 145.01 feet; thence S80°37'10"E for 40.25 feet; thence S48°29'05"W for 171.00 feet; thence S00°34'10"E for 90.00 feet; thence S89°49'10"E for 95.66 feet to the intersection with the West line of Lot 2, Block 12, said FIRST RESUBDIVISION OF PINECREST LAKES; (the next 4 calls are along the West line of said Block 12) thence S22°56'15"W for 229.64 feet; thence S13°32'25"W for 121.34 feet; thence S10°49'38"W for 400.00 feet; thence S23°45'09"W for 121.39 feet; thence S87°16'05"W, departing said West line of Block 12 for 183.73 feet; thence S00°16'05"W for 200.23 feet; thence S11°50'00"E for 141.22 feet; thence S09°47'14"W for 104.32 feet; thence S10°03'46"W, crossing the West line of said Block 12 and into Lots 16 then 17 for 153.64 feet; (the next 3 calls cross the Westerly portion of Lots 17, 18 and 19 of said Block 12) thence S13°48'55"W for 69.82 feet; thence S14°19'00"W for 123.01 feet; thence S03°17'24"W for 142.68 feet to the intersection with the North right of way line of Holly Hurst Drive said line being a non-tangent curve concave to the North; (the next 14 calls are along said North and East right of way line for Holly Hurst Drive and Lake Lotela Drive) thence along a curve to the right having for its elements a radius of 262.90 feet; central angle of 0°49'57", chord bearing of S80°58'40"W, chord length of 3.82 feet along the arc for 3.82 feet to a point of tangency; thence S81°23'38"W for 106.20 feet to the point of curvature of a curve concave to the Northeast; thence along a curve to the right and having for its elements a radius of 340.00 feet, central angle of 27°32'43", chord bearing of N84°50'01"W, chord length of 161.89 feet along the arc for 163.46 feet to a point of compound curve; thence along a curve to the right and having for its elements a radius of 215.39 feet, central angle of 66°38'16", chord bearing of N37°44'31"W, chord length of 236.62 feet along the arc for 250.51 feet to a point of tangency; thence N04°25'22"W for 68.50 feet to a point of curvature of a curve concave to the East; thence along a curve to the right and having for its elements a radius of 1407.70 feet, central angle of 10°44'00", chord bearing of N00°56'38"E, chord length of 263.32 feet along the arc for 263.71 feet to a point of tangency; thence N06°18'38"E for 129.00 feet to the point of curvature of a

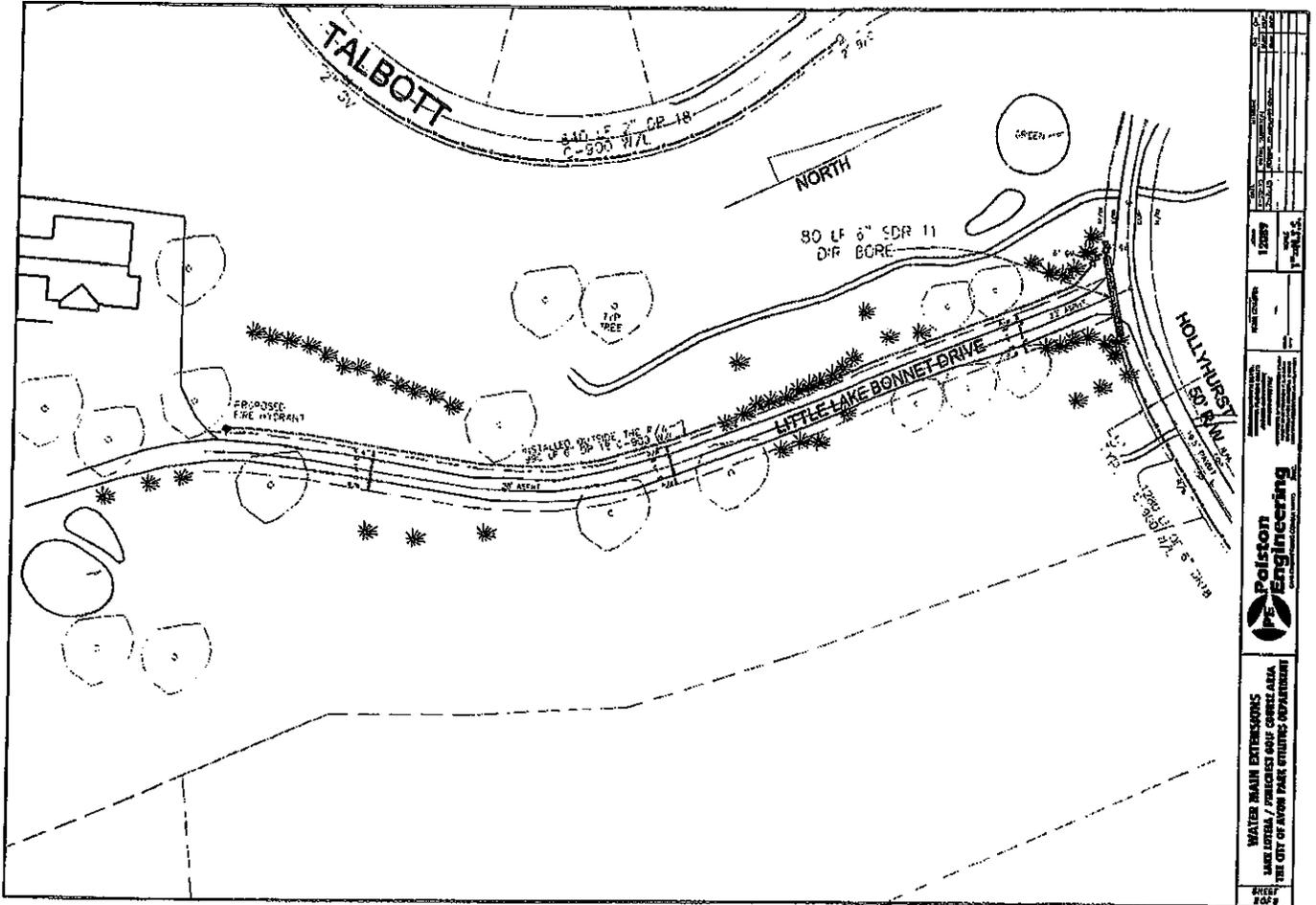
10A

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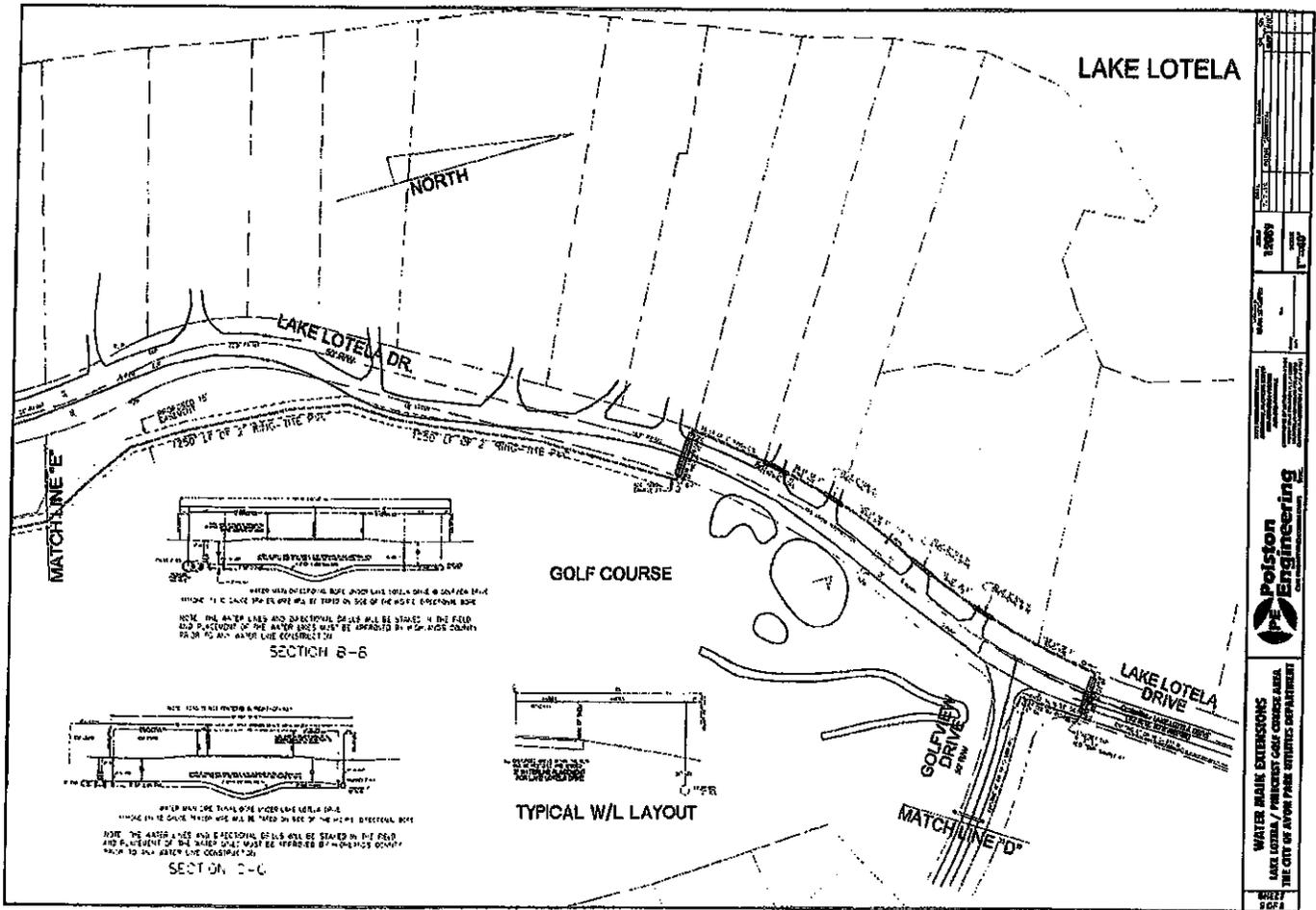






PROJECT NO.	12887
DATE	11/15/12
SCALE	AS SHOWN
DESIGNED BY	
CHECKED BY	
APPROVED BY	
DATE	
<b>Polston Engineering</b>	
WATER MAIN EXTENSIONS LITTLE LAKE BONNET DRIVE THE CITY OF AVON PARK UTILITIES DEPARTMENT	
SHEET 2 OF 2	

14A



PROJECT NO.	DATE	SCALE
15A	11/15/11	AS SHOWN
<b>Polston Engineering</b> 1000 W. 10th Street, Suite 100 Avon, MA 01801 Tel: 978-234-1111 Fax: 978-234-1112 Email: info@polstoneng.com Website: www.polstoneng.com		
<b>WATER MAIN EXTENSIONS          LAKE LOTELA / PARKVIEW GOLF COURSE AREA          THE CITY OF AVON PARK UTILITIES DEPARTMENT</b>		
DESIGNED BY	CHECKED BY	DATE
J. Polston	J. Polston	11/15/11
DRAWN BY	DATE	
J. Polston	11/15/11	
SCALE	AS SHOWN	
SHEET NO.	15A	
TOTAL SHEETS	15A	

15A



E-11

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION**  
**SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT**  
**Number Three**

Financial Project No(s): 436411-1-94-01		FLAIR Category: 088719
(item-segment-phase-sequence)	N/A	Object Code: 751000
Contract No.: ARN87	80-939-7102	Org. Code: 55012020129
Catalog of Federal Domestic Assistance		Vendor No.: F596000269001
CFDA Title:		Catalog of State Financial Assistance Number: 55.004
		CSFA Title: Aviation Development Grants

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter referred to as the Department, and City of Avon Park  
110 E. Main Street, Avon Park, FL 33825  
hereinafter referred to as Agency.

WITNESSETH:

WHEREAS, the Department and the Agency heretofore on the 31st day of December 2014, entered into a Joint Participation Agreement; and

WHEREAS, the Agency desires to accomplish certain project items as outlined in the Attachment "A" appended hereto; and

WHEREAS, the Department desires to participate in all eligible items for this project as outlined in Attachment "A" for a total Department Share of \$454,023.00.

NOW, THEREFORE THIS INDENTURE WITNESSETH: that for and in consideration of the mutual benefits to flow from each to the other, the parties hereto agree that the above described Joint Participation Agreement is to be amended and supplemented as follows:

**1.00 Project Description:**

There are no changes to the original project description, or if subsequently amended, to the last amended project description.

**2.00 Project Cost:**

Paragraph 3.00 of said Agreement is  increased/  decreased by \$5,508.00  
bringing the revised total cost of the project to \$454,023.00

Paragraph 4.00 of said Agreement is  increased/  decreased by \$5,508.00  
bringing the Department's revised total cost of the project to \$454,023.00

**3.00 Amended Exhibits:**

Exhibit(s) B and D of said Agreement is amended by Attachment "A".

**4.00 Contract Time:**

Paragraph 16.00 of said Agreement July 1st

**5.00 E-Verify**

Vendors/Contractors:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

436411-1-94-01

Financial Project No(s)

Contract No. ARN87

Agreement Date \_\_\_\_\_

Except as hereby modified, amended or changed, all other terms of said Agreement dated December 31st 2014 and any subsequent supplements shall remain in full force and effect.

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

AGENCY

City of Avon Park

AGENCY NAME

FDOT

See attached Encumbrance Form for date of Funding Approval by Comptroller

\_\_\_\_\_  
SIGNATORY (PRINTED OR TYPED)

*a.a.* LEGAL REVIEW 12/28/15  
DEPARTMENT OF \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
Chris Smith

DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
TITLE

Director of Transportation Development

TITLE

436411-1-94-01

Financial Project No(s)

Contract No. ARN87

Agreement Date \_\_\_\_\_

**ATTACHMENT "A"  
SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT**

This Attachment forms an integral part of that certain Supplemental Joint Participation Agreement between the State of Florida, Department of Transportation and City of Avon Park  
110 E. Main Street, Avon Park, FL 33825

dated \_\_\_\_\_

DESCRIPTION OF SUPPLEMENT (Include justification for cost change):

Adding additional Fiscal Year 2016 funding for eligible modifications to reduce hazardous material disposal.

I.	Project Cost:	As Approved	As Amended	Net Change
		\$448,515.00	\$454,023.00	\$5,508.00
	Total Project Cost	\$448,515.00	\$454,023.00	\$5,508.00
II.	Fund Participation:	As Approved	As Amended	Net Change
	Department:	\$448,515.00	\$454,023.00	\$5,508.00
	Agency:	\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00
	Total Project Cost	\$448,515.00	\$454,023.00	\$5,508.00

Comments:

Phased airport project.

**III. MULTI-YEAR OR DEFERRED REIMBURSEMENT PROJECT FUNDING**

If a project is a multi-year or prequalified project subject to paragraphs 4.10 and 17.20 of this agreement, funds are programmed in the Department's Work program in the following fiscal year(s):

FY	2015	\$439,515.00	FY
FY	2016	\$14,508.00	FY
FY			FY

Project years may be advanced or deferred subject to Legislative appropriation or availability of funds.