

ORDINANCE NO. 24-2071

AN ORDINANCE OF THE CITY OF HAINES CITY FLORIDA, ANNEXING CERTAIN LAND INTO THE CORPORATE LIMITS OF HAINES CITY, FLORIDA AND REDEFINING THE BOUNDARY LINES OF THE MUNICIPALITY TO INCLUDE PROPERTY OWNED BY GLADCO LLC; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR ANNEXATION; PROVIDING FOR PUBLICATION OF NOTICE OF THE PROPOSED ANNEXATION AND FILING OF A CERTIFIED COPY OF THIS ORDINANCE WITH THE CLERK OF CIRCUIT COURT IN AND FOR POLK COUNTY, FLORIDA AND WITH THE DEPARTMENT OF STATE; PROVIDING FOR LAND USE AND ZONING DESIGNATIONS; PROVIDING FOR A COPY TO BE KEPT ON FILE; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Gladco LLC has petitioned for a Voluntary Annexation of properties into the City of Haines City; and

WHEREAS, the said real property is presently in an unincorporated area of Polk County, is contiguous to the City of Haines City, is reasonably compact and will not result in the creation of an enclave; and

WHEREAS, the legal descriptions (the “Legal Description”) are shown in Exhibit A and the Parcel Identification numbers are defined as follows:

PARCEL ID NUMBERS:

27-28-10-000000-023050 & A PORTION OF 27-28-10-000000-023030

CONTAINING 15.723+/- acres

WHEREAS, the attached map shows the parcels comprising of properties containing approximately 15.723 +/- acres combined, and located south of Hughes Road and north of Kokomo Road, is proposed to be annexed herein by reference and is hereafter referred to as “Composite Exhibit B”; and

WHEREAS, Section 11.04 (f – i) of the City’s Charter provides for annexation; and

WHEREAS, the City Commission hereby determines that the owner of the property and the area proposed to be annexed has consented to the annexation and meets the requirements pursuant to §171.043, Florida Statutes; and

WHEREAS, the City Commission hereby determines that incorporation of the area proposed to be annexed are deemed practical and expedient and in conformity with the overall plan for extending the boundaries of the city.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF HAINES CITY, FLORIDA:

Section 1. Incorporation of Recitals. The above recitals are true and correct, and are incorporated herein by reference.

Section 2. Annexation of Property. The property described above (the Legal Description set forth in Exhibit “A”) and depicted in “Composite Exhibit B” shall be and are hereby annexed into the City of Haines City, Florida and the boundary lines of the municipality shall be redefined to include the said property.

Section 3. Notice of Proposed Annexation. Notice of the proposed annexation shall be published at least once each week for two consecutive weeks in a newspaper published in Polk County, Florida before final passage. A copy of this Ordinance shall, after adoption, be filed with the Clerk of the Circuit Court and the Chief Administrative Officer in and for Polk County, Florida and with the Department of State of the State of Florida within seven (7) days after the adoption of this Ordinance.

Section 4. Land Use and Zoning. The County zoning or subdivision regulations shall remain in effect until the City adopts a zoning map amendment that includes the properties annexed.

Section 5. Codification. The ordinance shall be codified and made a part of the official Code of Ordinances or Charter of the City of Haines City.

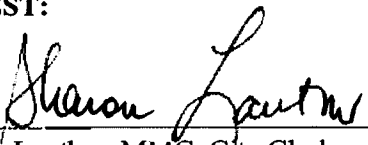
Section 6. Severability. If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full effect.

Section 7. Repeal of Ordinance in Conflict. All other ordinances of the City of Haines City, Florida, or portions thereof which conflict with this or any part of this Ordinance are hereby repealed.

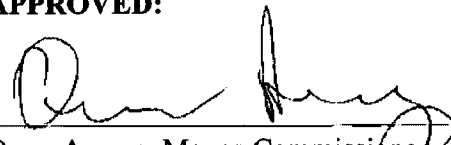
Section 8. Effective Date. This Ordinance shall take effect immediately upon it being read in two meetings of the City Commission of the City of Haines City, and its approval and adoption by said Commission.

INTRODUCED AND PASSED on first reading in regular session of the City Commission of the City of Haines City, this 16th of May, 2024.

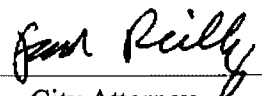
ATTEST:


Sharon Lautner, MMC, City Clerk

APPROVED:


Omar Arroyo, Mayor-Commissioner

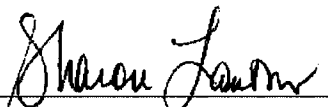
APPROVED AS TO FORM AND CORRECTNESS:


Fred Reilly, City Attorney



ADOPTED AND ENACTED on second and final reading by the City Commission of the
City of Haines City, Florida, at regular session this 6th of June, 2024.

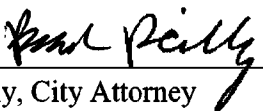
ATTEST:


Sharon Lauther, MMC, City Clerk

APPROVED:


Omar Arroyo, Mayor-Commissioner

APPROVED AS TO FORM AND CORRECTNESS:


Fred Reilly, City Attorney

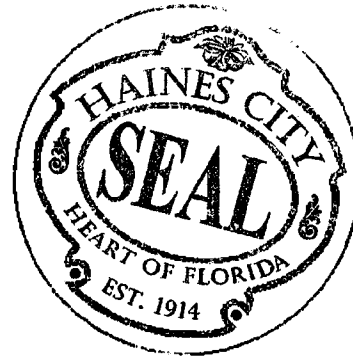


EXHIBIT A

Parcel ID: 272810-000000-023050 & 272810-000000-023030
Property Owner: Cassidy Land Development, LLC
Property Address: S side of Hughes Rd (ext) W of Powerline Rd Ext.
Haines City, Florida 33844

Legally Described As:
See attached listing

Prepared by and Return To:

Fred Reilly, Esquire
City Attorney - City of Haines City
620 East Main Street
Haines City, Florida 33844
(863) 421-3650

VOLUNTARY ANNEXATION AGREEMENT

This Agreement is made and entered into by and between **CITY OF HAINES CITY**, a municipal corporation, with an address of 620 East Main Street, Haines City, Polk County, Florida (hereafter "CITY"), and Cassidy Land Development, LLC, with a mailing address of 346 E. Central Ave. Winter Haven, FL 33880 (hereafter "OWNER").

RECITALS

1. The OWNER owns property currently located at South Side of Hughes Rd. (ext) W of Powerline Rd Extension, Haines City, in unincorporated Polk County, Florida, described and depicted in Exhibit "A" attached to and incorporated in this Agreement (hereafter the "Property").

2. The Property is currently located in unincorporated Polk County and is currently zoned for Agriculture/Residential Rural.

3. The CITY pursuant to applicable law adopted ordinance establishing the Haines City Water and Wastewater Service Area (hereafter “Exclusive Service Area”) and authorizing extension of potable water, wastewater, and irrigation services beyond the corporate limits of the CITY.

4. The CITY has extended water supply lines and wastewater collection lines outside the territorial limits of Haines City to service and supply water and wastewater utilities to property owners and users outside the municipal limits and within the Exclusive Service Area.

5. The OWNER is interested and desirous of obtaining services and benefits provided by the CITY to property owners and users inside the municipal limits.

6. The CITY has identified the Property as a logical candidate for annexation into the CITY and, as such, the CITY will exercise its planning authority over the Property upon annexation.

7. The CITY has encouraged OWNER to annex into the CITY and anticipates the continuing permanent benefit which the CITY will receive by virtue of annexing OWNER’s Property and acquiring the right to provide municipal services to OWNER’s Property.

8. CITY and OWNER hereby acknowledge and warrant to the other that this Agreement and any future acts as required hereby are binding and enforceable on the CITY and OWNER in accordance with their terms. OWNER hereby further

represents that it has the unrestricted right to impose all of the covenants and conditions set forth herein and as contemplated by the CITY's Land Development Regulations.

ACCORDINGLY, in consideration of the above Recitals and other good and valuable consideration the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

SECTION 1. RECITALS. The above Recitals are true and correct, and form a material part of this Agreement.

SECTION 2. AUTHORITY. This Agreement is entered into under the authority of the Florida Constitution (including Article VIII, Section 2(b) thereof), the general powers conferred upon municipalities by statute and otherwise (including Chapter 163 and 166, Florida Statutes), and the CITY's Charter. The parties specifically agree that this Agreement does not constitute a "development agreement" under the Florida Local Government Development Agreement Act, Section 163.3220-163.3243, Fla. Stat., nor do the provisions of said supplemental act apply to this Agreement.

SECTION 3. ANNEXATION. By signing this Agreement, OWNER hereby files a Petition for Voluntary Annexation of the Property conditioned upon the prior or concurrent adoption of this Agreement. The CITY shall initiate the process to accomplish the annexation in accordance with law at a time and in a manner of its choosing in its sole discretion.

SECTION 4. REPRESENTATION OF OWNERSHIP. OWNER is the fee simple owner of record of property located in Polk County, Florida, legally described in Exhibit "A" attached hereto and made a part hereof (hereafter "the Property").

SECTION 5. SUBMISSION OF PLANS. When appropriate, the OWNER or designated agent agrees to submit plans to CITY, which plans shall address the overall public service facility needs of the area proposed for utility and other municipal services. Such plans, upon approval by all applicable CITY Staff agencies, shall become a part of this Agreement between the CITY and the OWNER.

SECTION 6. PETITION AND CONSENT TO ANNEX. In consideration for the services and other benefits to be provided by the CITY to the OWNER, the OWNER hereby petitions the CITY, agrees and consents to voluntarily annex all of the property described above into (either all at once or in portions over time as designated by the CITY) the municipal boundaries of the City of Haines City, at such times and in such acreage (until all the property is annexed) as the CITY deems reasonably appropriate and providing there are no costs to OWNER. Said voluntary annexation shall be affected in accordance with the general laws of the State of Florida that apply to voluntary annexation, and this Agreement shall constitute the petition and consent required by Chapter 171, Florida Statutes. At such time as the above Property shall become contiguous to property located within the municipal limits of Haines City, Florida, the OWNER shall perform such necessary acts, execute such necessary documents and comply with such necessary procedures as shall be required to voluntarily annex the above property. This

Agreement constitutes consent to annex the property under the voluntary procedures and under other annexation procedures authorized by the Florida Statutes.

SECTION 7. EXCLUSIVE SERVICE AREA OF CITY. OWNER acknowledges, agrees, and states its preference that, so long as the CITY fulfills its duty to provide water and sewer service to the Property, the CITY shall be the exclusive provider of water and sewer service to the Property.

SECTION 8. BINDING AGREEMENT. This Agreement shall run with the land and be binding upon all parties or persons subsequently owning the above property and by acceptance of a conveyance, grant, devise, lease or mortgage, all grantees, devisees, lessees and assigns and all parties claiming by, through, or under such person or entity, agree to be bound by all of the provisions of this agreement.

SECTION 9. DEFAULT: ENFORCEMENT. A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which shall include, but not be limited to, the right to damages, injunctive relief and specific performance. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees at all pre-trial, trial, appeal and alternative dispute resolution levels.

SECTION 10. GOVERNING LAW. This Agreement shall be construed in accordance with the laws of the State of Florida.

SECTION 11. BINDING EFFECT; ASSIGNABILITY. This Agreement, once effective, shall be binding upon and enforceable by and against the parties hereto and their assigns. This Agreement shall be freely assignable by the OWNER to various successive owners without the need for consent by the CITY. OWNER shall, however, provide written notice to the CITY of any and all such assignees. The parties hereby covenant that they will enforce this Agreement and that is a legal, valid and binding Agreement.

SECTION 12. RECORDATION. A copy of this Agreement shall be recorded by the CITY at the CITY's expense, in the Public Records of Polk County, Florida, upon taking effect.

SECTION 13. DISCLAIMER OF THIRD-PARTY BENEFICIARIES. This Agreement is for the sole benefit of the parties hereto, and no right of action shall accrue upon or by reason hereof, to or for the benefit of any third party. Nothing in this Agreement either express or implied is intended or shall be construed to confer upon or give any person, corporation or governmental entity other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof, and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

SECTION 14. ARMS LENGTH NEGOTIATION. This Agreement is the result of mutual arms length negotiations between the parties. Accordingly, this Agreement shall be construed equally between the parties.

SECTION 15. 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.

SECTION 16. EXHIBITS. All exhibits attached hereto are hereby incorporated in and made a part of this Agreement as if set forth in full herein.

SECTION 17. NOTICE; PROPER FORM. Any notice to be given shall be in writing and shall be sent by certified mail, return receipt requested, to the party being noticed at the following addresses:

AS TO CITY: James R. Elensky, City
 Manager City of Haines City
 620 East Main Street
 Haines City, Florida 33844

COPY TO: Fred Reilly, City Attorney
 Reilly International Law Firm
 Post Office Box 2039
 Haines City, Florida 33845

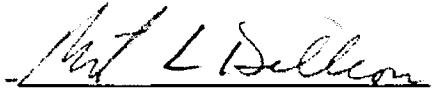
AS TO OWNER: Heather E. Wertz, as agent

SECTION 18. ENTIRE AGREEMENT. This Agreement sets forth all of the promises, covenants, agreements, conditions and understandings between the parties hereto, and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, express or implied, oral or written, except as herein contained.

SECTION 19. AMENDMENT. Amendments to and waivers to the provisions of this Agreement shall be made by the parties only in writing by formal amendment.

SECTION 20. TIME OF THE ESSENCE. Time is hereby declared of the essence in the performance of each and every provision of this Agreement.

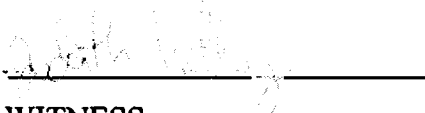
DATED this 14th day of March 2024



WITNESS

Robert L. Dillion

(Type or Print Name)



WITNESS

Judith J. Molloy

(Type or Print Name)

By: 

(Owner's Signature)

Heather E. Wertz, as agent

(Type or Print Owner's Name)

STATE OF FLORIDA

COUNTY OF POLK

The foregoing instrument was acknowledged before me this 14th day of March, ²⁰²⁴~~2019~~, by Heather E. Wertz, as agent, whom is personally known to me or has produced her driver's license as identification and who ☒ did ☐ did not take an oath.

My Commission Expires:

Jayne M. Davis
Notary Public, State of Florida



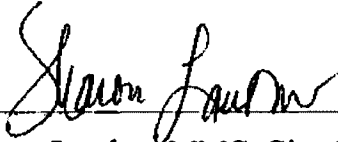
Jayne Marie Davis
Name Typed or Printed

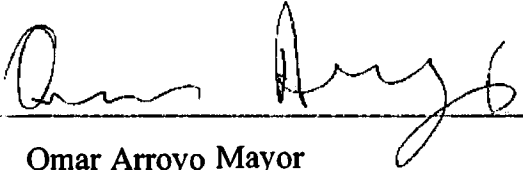
DATED this 16th day of May, 201~~9~~²⁴.

CITY OF HAINES CITY, FLORIDA
a municipal corporation

APPROVED:

ATTEST:


Sharon Lauther, MMC, City Clerk


Omar Arroyo Mayor



STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 10 day of June, 2024, by H.L. "Roy" Tyler as Mayor, and Sharon Lauther, as City Clerk, on behalf of the City of Haines City, a Florida municipal corporation. They are personally known to me or have produced _____ as identification and who ☒ did ☐ did not take an oath.



My Commission Expires:

11-16-2026

Notary Public, State of Florida

Eric Sanchez

Name Typed or Printed

APPROVED AS TO FORM AND LEGALITY:



Fred Reilly, City Attorney



EXHIBIT A

Parcel ID: 272810-000000-023050 & 272810-000000-023030
Property Owner: Cassidy Land Development, LLC
Property Address: S side of Hughes Rd (ext) W of Powerline Rd Ext.
Haines City, Florida 33844

Legally Described As:
See attached listing

“EXHIBIT A”

Parcel "A" Legal Description:

A parcel of land being the Northeast 1/4 of the Northwest 1/4 of the Southeast 1/4 of Section 10, Township 28 South, Range 27 East, Polk County, Florida, LESS Maintained Right-of-way of Hughes Road per Map Book 9, Page 12, of the Public Records of Polk County, Florida, being more particularly described as follows:

COMMENCE at a point marking the Northwest corner of the Southeast 1/4 of Section 10, Township 28 South, Range 27 East, Polk County, Florida; thence coincident with the North boundary of the Southeast 1/4 of said Section 10, N 89°13'35" E a distance of 661.66 feet to a point marking the Northwest corner of the Northeast 1/4 of the Northwest 1/4 of the Southeast 1/4 of said Section 10; thence departing said North boundary, coincident with the West boundary of the Northeast 1/4 of the Northwest 1/4 of the Southeast 1/4 of said Section 10, S 00°27'32" E a distance of 7.00 feet to a point coincident with the South Maintained Right-of-way boundary of Hughes Road per Map Book 9, Page 12, of the Public Records of Polk County, Florida, said point being the POINT OF BEGINNING; thence departing said West boundary, coincident with said South Maintained Right-of-way boundary for the following six (6) courses: 1.) N 87°32'01" E a distance of 101.13 feet; 2.) thence N 89°15'07" E a distance of 100.00 feet; 3.) thence N 88°06'22" E a distance of 100.02 feet; 4.) thence N 89°15'07" E a distance of 200.00 feet; 5.) thence N 89°49'30" E a distance of 100.00 feet; 6.) thence S 89°50'17" E a distance of 61.36 feet to a point coincident with the East boundary of the Northwest 1/4 of the Southeast 1/4 of said Section 10; thence departing said South Maintained Right-of-way boundary, coincident with said East boundary, S 00°26'34" E a distance of 655.56 feet to a point marking the Southeast corner of the Northeast 1/4 of the Northwest 1/4 of the Southeast 1/4 of said Section 10; thence departing said East boundary, coincident with the South boundary of the Northeast 1/4 of the Northwest 1/4 of the Southeast 1/4 of said Section 10, S 89°13'21" W a distance of 662.24 feet to a point marking the Southwest corner of the Northeast 1/4 of the Northwest 1/4 of the Southeast 1/4 of said Section 10; thence departing said South boundary, coincident with the West boundary of the Northeast 1/4 of the Northwest 1/4 of the Southeast 1/4 of said Section 10, N 00°27'32" W a distance of 652.84 feet to the POINT OF BEGINNING.

Containing an area of 434810.14 square feet, 9.982 acres, more or less.

Parcel "B" Legal Description:

A parcel of land being a portion of the Southeast 1/4 of the Northwest 1/4 of the Southeast 1/4 of Section 10, Township 28 South, Range 27 East, Polk County, Florida, being more particularly described as follows:

COMMENCE at a point marking the Northwest corner of the Southeast 1/4 of Section 10, Township 28 South, Range 27 East, Polk County, Florida; thence coincident with the North boundary of the Southeast 1/4 of said Section 10, N 89°13'35" E a distance of 661.66 feet to a point marking the Northwest corner of the Northeast 1/4 of the Northwest 1/4 of the Southeast 1/4 of said Section 10; thence departing said North boundary, coincident with the West boundary of the Northeast 1/4 of the Northwest 1/4 of the Southeast 1/4 of said Section 10, S 00°27'32" E a distance of 659.83 feet to a point marking the Northwest corner of the Southeast 1/4 of the

Northwest 1/4 of the Southeast 1/4 of said Section 10, said point being the POINT OF BEGINNING; thence departing said West boundary, coincident with the North boundary of the Southeast 1/4 of the Northwest 1/4 of the Southeast 1/4 of said Section 10, N 89°13'21" E a distance of 662.24 feet to a point marking the Northeast corner of the Southeast 1/4 of the Northwest 1/4 of the Southeast 1/4 of said Section 10; thence departing said North boundary, coincident with the East boundary of the Northwest 1/4 of the Southeast 1/4 of said Section 10, S 00°26'34" E a distance of 379.04 feet; thence departing said East boundary, S 89°27'52" W a distance of 662.12 feet to a point coincident with the West boundary of the Southeast 1/4 of the Northwest 1/4 of the Southeast 1/4 of said Section 10; thence coincident with said West boundary, N 00°27'32" W a distance of 376.24 feet to the POINT OF BEGINNING.

Containing an area of 250062.83 square feet, 5.741 acres, more or less.

“EXHIBIT B”

