

THIS INSTRUMENT PREPARED BY  
AND SHOULD BE RETURNED TO:  
City of Eustis Development Services  
4 North Grove Street  
Eustis, Florida 32726

### **ANNEXATION AGREEMENT**

**THIS ANNEXATION AGREEMENT** (the “Agreement”) is made and entered into by and between the CITY OF EUSTIS, a Florida municipal corporation, whose mailing address is 10 North Grove Street, Eustis, Florida 32726 (the “City”) and JERRY W. AND DIANNA J. COX LIFE ESTATE , PROPERTY OWNER, whose mailing address is 37138 Lake Yale Place, Grand Island, Florida 32735 (the “Owners”).

### **WITNESSETH**

**WHEREAS**, the Owners have requested, and the City has agreed, subject to the terms, conditions, and limitations set forth in this Agreement to provide water service to the Subject Property; and

**WHEREAS**, the Subject Property is presently located in the unincorporated territory of Lake County and is outside the corporate limits of the City; and

**WHEREAS**, the Owners acknowledge the City’s water and sewer rates for users outside the City limits are higher than the rates charged for users within the City; and

**WHEREAS**, the City has reviewed the location of the Subject Property and determined that municipal water services are available from an existing main; and

**WHEREAS**, the Owners acknowledge and agree that the City could suffer a loss of revenue and may be unable to ensure adequate services to its own residents if Owners were to receive City utilities without the condition of executing this Annexation Agreement; and

**WHEREAS**, the Owners acknowledge that the condition of executing this Annexation Agreement prior to obtaining City utilities from the City is a reasonable and lawful condition as determined by the Florida Supreme Court in *Allen’s Creek Properties, Inc. v. City of Clearwater*, 679 So. 2d 1172 (Fla. 1996); and

**WHEREAS**, in consideration of the City providing water service to the Subject Property, the Owners desire to voluntarily petition the City to annex the Subject Property under Section 171.044, Florida Statutes; however, at this time the City cannot annex the Subject Property because it does not currently meet the statutory requirements for voluntary annexation pursuant to Section 171.044, Florida Statutes; and

**WHEREAS**, the parties acknowledge and agree that this Agreement constitutes a petition for voluntary annexation of the Subject Property pursuant to Section 171.044, Florida Statutes; and

**WHEREAS**, the Owners agree that at the time the City determines the Subject Property meets the voluntary annexation requirements pursuant to Section 171.044, Florida Statutes, and the City determines annexation of the Subject Property is in the City's best interests, the Owners shall proceed with the voluntary annexation of the Subject Property and pay all applicable fees, costs, and expenses associated therewith.

**NOW, THEREFORE**, in consideration of the premises and the mutual promises and agreements set forth herein and other good and valuable consideration the receipt - of which is hereby acknowledged and intending to be legally bound hereby, the parties hereto do hereby agree as follows:

**1. Recitals.**

The Recitals set forth above are true and correct and by this reference are incorporated herein as part of this Agreement.

**2. Ownership.**

The Owners represent that they are the present owner of the following described property (hereinafter referred to as the "Subject Property"):

**Attached hereto as Exhibit "A"**

**3. Title Opinion/Certification.**

The City will secure, at the expense of the Owners, prior to the execution and recording of this Agreement, a title opinion of an attorney licensed in Florida, a certification of an abstractor or title company authorized to do business in Florida, showing marketable title to the Subject Property to be in the name of the Owners and showing all liens, mortgages, and other encumbrances not satisfied or released of record. In the alternative and at the option of the Owners, the Owners will provide the City, in advance of the execution of this Agreement, a title opinion of an attorney licensed in Florida, a certification of an abstractor or title company authorized to do business in Florida, showing marketable title to the Subject Property to be in the name of the Owners and showing all liens, mortgages, and other encumbrances not satisfied or released of record.

**4. Annexation.**

A. The Owners and the City acknowledge and agree that this Agreement constitutes a voluntary annexation petition for the Subject Property pursuant to Section 171.044,

Florida Statutes. The Owners further agree that this petition for annexation is irrevocable.

- B. At such time as the Subject Property should ever become eligible for annexation, the Owners hereby consent to the annexation of the Subject Property by, and to, the City. Notwithstanding any other provision of this Agreement, the decision as to whether annexation of the Subject Property is in the best interest of the City, and should be accomplished under this Agreement, shall be made at the sole and absolute discretion of then City Commission. Nothing in this Agreement shall be construed to create a binding obligation on the City to annex the Subject Property at any time.
- C. Eligibility for annexation shall be determined by the City in accordance with Chapter 171, Florida Statutes, the City Code and such ordinances as adopted by the City Commission. A determination by the City that the property is eligible for annexation shall be binding on the Owners. The Owners hereby waive any right to object to, or appeal, the City's decision to annex the Subject Property. Furthermore, the Owners hereby agree not to register any written or verbal opposition to the City's annexation of the Subject Property.
- D. The Owners acknowledge and agree that this Agreement does not in any way obligate or require the City to annex the Subject Property or grant to the Owners any particular land use designation that may be requested in connection with such annexation.
- E. Classification of Property upon Annexation. The Owners acknowledge and agree that any land use granted to the Owners in connection with the Subject Property shall be consistent with the terms and conditions of the Eustis Comprehensive Plan and Land Development Regulations as it may be amended from time to time.

## **5. Annexation Petition.**

Upon written request by the City, the Owners agree to execute any and all reasonable interests to effectuate the annexation of the Subject Property, providing the City has determined, in its sole and absolute discretion, the Subject Property is eligible for annexation and such annexation is in the best interest of the City. The Owners shall have thirty (30) days to execute the instruments necessary to annex the Subject Property into the City and pay all associated fees, costs and expenses. In the event the Owners fail or refuse to execute the instruments, this Agreement shall constitute the required Petition for Annexation pursuant to Chapter 171, Florida Statutes.

## **6. Utility Fees and Lines.**

The Owners shall pay any and all water and/or sewer connection fees, treatment fees, and/or such other fees as may be required by the City Code or the City's regulations. Any and all such water and/or sewer lines and/or appurtenant items which are constructed or installed by the Owners shall be constructed or installed in accordance with City

requirements and specifications. The City shall have the right to inspect any and all lines and appurtenances installed by the Owners to connect to the City's water and/or sewer system.

The Owners agree to pay any and all water and/or sewer fees, charges, assessments, and other costs adopted by the City which directly or indirectly relate to the connection to, and use of, the City's water and/or sewer system.

### **7. Utility Easements.**

So long as the easements do not materially interfere with the Owner's use and enjoyment of the Subject Property, the Owners shall provide to the City such easements and other legal documentation, in form acceptable to the City Attorney, as the City may deem necessary or appropriate for the installation and maintenance of the City's utility services, including but not limited to sewer, water and reclaimed water services.

If the City deems an easement is needed for utility service to be made available to the Subject Property, any mortgagee or lienholder having an interest in the Subject Property will be required to execute a Consent and Joinder of Mortgagee/Lienholder in a form approved by the City Attorney, subordinating its mortgage or lien to the utility easements contemplated in the foregoing Agreement. The Owners must either submit a title policy or a letter from an attorney licensed to do business in Florida confirming that either there is no mortgage or lien on the property or provide the City with a properly executed a Consent and Joinder of Mortgagee/Lienholder as shown on the title certification. The title policy or letter must be issued within thirty (30) days of the execution of this Agreement.

### **8. Binding Effect.**

This Agreement shall run with the land, shall be binding upon and inure to the benefit of the Owners and its assigns and successors in interest and the City and its assigns and successors in interest. The Owners shall pay the cost of recording this document in the Public Records of Lake County Florida. This Agreement does not, and is not intended to, prevent or impede the City from exercising its legislative authority as the same may affect the Subject Property.

### **9. Representations.**

The Owners represent and warrant that Owners possess fee simple title to the Subject Property, that Owners have full power and authority to enter into this Agreement, and that upon execution of this Agreement the same will be fully binding and enforceable according to its terms.

### **10. Recording.**

The Owners acknowledge and agree that the City shall record this Agreement in the Public Records of Lake County, Florida, and the Owners shall pay for costs related to same.

### **11. Notices.**

Any notice required to be given hereunder shall be in writing and shall be delivered in person or by certified mail return receipt requested as follows:

#### OWNERS

Jerry W and Dianna J. Cox Life Estate  
37138 Lake Yale Place  
Grand Island, Florida 32735

#### CITY

City Manager  
City of Eustis  
10 North Grove Street  
Eustis, Florida 32726

Any notice, direction or other communication delivered or mailed, as directed above shall be deemed to be delivered as of three (3) days after the date of mailing or, if delivered personally, when received.

### **12. Defaults and Enforcement.**

**IN THE EVENT THE OWNERS FAIL TO COMPLY WITH ANY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AND SUCH FAILURE CONTINUES FOR THIRTY (30) DAYS AFTER WRITTEN NOTICE FROM THE CITY, THE CITY MAY DISCONNECT AND TERMINATE ANY WATER SERVICE PROVIDED TO THE PROPERTY. THE OWNER HEREBY CONSENTS TO SUCH DISCONNECTION AND TERMINATION OF WATER AND/OR SEWER SERVICE AND EXPRESSLY WAIVES ANY CLAIMS BASED UPON THE DISCONNECTION AND TERMINATION OF SUCH WATER SERVICE BY THE CITY.**

In the event enforcement of this Agreement by the City becomes necessary, and the City successful in such enforcement, the Owners shall be responsible for cost and expenses, including attorneys' fees, whether or not litigation is necessary, and if necessary, both at trial and on appeal, incurred in enforcing or ensuring compliance with the terms and conditions of this Agreement.

### **13. Effective Date.**

This Agreement shall be effective on the date it is last executed by the respective parties.

#### **14. Severability.**

If any part of this Agreement is found to be invalid or unenforceable in a court of competent jurisdiction, such invalidity or unenforceability shall not affect the other parts of this Agreement, if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can be affected. To that end, this Agreement is declared severable.

#### **15. Miscellaneous.**

- A. ANY FUTURE OWNERS OF THE PROPERTY SHALL TAKE TITLE TO THE PROPERTY SUBJECT TO THIS AGREEMENT AND BY ACCEPTING A DEED OF CONVEYANCE TO THE PROPERTY, AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.**
- B. This Agreement may not be modified or amended, or any term or provision hereof waived or discharged except in writing, in recordable form, signed by the parties hereto, or their respective successors and assigns and as approved by the City Commission. Any such modification or amendment shall not be effective until recorded in the Public Records of Lake County, Florida.
- C. This Agreement is the result of a bona fide arms length negotiation between the City and the Owners. Accordingly, this Agreement will not be construed or interpreted more strictly against any one party than against any other.
- D. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Florida. Any litigation that arises under this Agreement shall be brought in the courts of Lake County, Florida.
- E. Nothing in this Agreement shall be construed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law.
- F. The headings of this Agreement are for reference only and shall not limit or otherwise affect the meaning thereof.
- G. In the event a third party institutes a legal proceeding against the City and/or the Owners, regarding the enforceability of this Agreement or any other matters arising out of or related to this Agreement, the annexation of the Property or the provision of water service, then in such event the Owners shall pay all costs, fees, charges, and expenses of the City relative thereto, including but not limited to attorney's fees and paralegal fees at both the trial and appellate levels.

- H. In addition to each and every remedy now or hereafter existing at law or in equity, the parties hereto expressly agree that City shall have the right to enforce this Agreement by an action for specific performance.
- I. As from time to time requested by the City, the Owners agree to execute such additional documents as may be necessary in order to effectuate the provisions of this Agreement.
- J. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, will constitute one and the same document.
- K. This Agreement embodies and constitutes the entire understandings of the parties with respect to the subject matter hereof and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement.
- L. The attached Exhibits A and B are part of this Agreement as though fully set forth in this Agreement.

**IN WITNESS WHEREOF**, the Owners and the City have executed this Agreement as of the day and year written below.

**SIGNED SEALED AND DELIVERED  
IN THE PRESENCE OF:**

**OWNERS**

\_\_\_\_\_  
Signature of Witness #1

\_\_\_\_\_  
Jerry W Cox

\_\_\_\_\_  
Print or Type Name of Witness #1

\_\_\_\_\_  
Signature of Witness #2

\_\_\_\_\_  
Print or Type Name of Witness #2

\_\_\_\_\_  
Signature of Witness #1

\_\_\_\_\_  
Dianna J Cox

\_\_\_\_\_  
Print or Type Name of Witness #1

\_\_\_\_\_  
Signature of Witness #2

\_\_\_\_\_  
Print or Type Name of Witness #2

STATE OF FLORIDA  
COUNTY OF LAKE

The foregoing Annexation Agreement was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by \_\_\_\_\_ and \_\_\_\_\_, respectively, who is / are personally known to me or produced \_\_\_\_\_ as identification and by means of  physical presence or  online notarization.

\_\_\_\_\_  
Notary Signature  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



**ACCEPTANCE BY CITY OF EUSTIS, FLORIDA**

\_\_\_\_\_  
Willie L Hawkins  
Mayor/Commissioner

This \_\_\_\_\_ day of \_\_\_\_\_, 2025.

ATTEST:

\_\_\_\_\_  
Christine Halloran, CMC, City Clerk

Approved as to form and legality:

\_\_\_\_\_  
Sasha Garcia, City Attorney

## Exhibit A

Tax Parcel Identification Number: 29-18-26-0004-000-02700

Alternate Key Number: 1407389

### Legal Description:

Begin 455 feet North of Southeast corner of Section 29, Township 18 South, Range 26 East, run West 140 feet, thence run North 53 feet, thence run West 135 feet, North to South right-of-way line of Highway No. 452, Easterly along Highway to Section Line South to Point of Beginning, in Lake County, Florida or Book 949 Page 2131 or Book 6317 Pake 1585.

(The foregoing legal description was copied directly from Lake County Property Appraiser records submitted by the applicant and has not been verified for accuracy)

# Exhibit B Location Map



Annexation Agreement  
Parcel ID Number 29-18-26-0004-000-02700 / Alternate Key Number 1407389  
37121 County Road 452, Grand Island, Florida 32735  
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