

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

ANNEXATION AGREEMENT
[Municipal Services for Contiguous Property]

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 _____ whose mailing address is _____ (hereinafter referred to as the "Owner").

WITNESSETH

WHEREAS, the Owner has requested, and the City has agreed, subject to the terms, conditions, and limitations set forth in this Agreement, to provide water and/or sewer 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 City has reviewed the location of the Subject Property and determined that the municipal services requested by the Owner are available from an existing main; and

WHEREAS, the Subject Property is presently eligible for annexation into the City. In order to enable the Owner's use of the City's utility services prior to the actual annexation of the property, the City requires both the Owner's execution of this Agreement and a concurrent Annexation Petition from the Owner; and

WHEREAS, the Owner acknowledges the City's water and sewer rates for users outside the City limits are higher than the rates charged for users within the City. While the annexation is pending, the Owner will be charged the rates for users outside the City limits; and

WHEREAS, the Owner acknowledges and agrees that the City could suffer a loss of revenue and may be unable to ensure adequate services to its own residents if Owner receives City utilities without the condition of executing this Agreement; and

WHEREAS, the Owner acknowledges that the condition of executing this 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 the requested municipal services to the Subject Property, the Owner desires to voluntarily petition the City to annex the Subject Property under Section 171.044, Florida Statutes; and

WHEREAS, the parties acknowledge and agree that with the execution of this Agreement, the Owner shall submit a petition for voluntary annexation of the Subject Property pursuant to Section 171.044, Florida Statutes and pay all applicable fees, costs, and expenses associated therewith; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other valuable consideration, receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereto 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 Owner represents that it is the present owner of the following described real property (referred to as the "Subject Property"):

Attached hereto as Exhibit "A"

3. Title Opinion/Certification.

The City will secure, at the expense of the Owner, prior to the City's execution and recording of this Agreement, a recent title opinion of an attorney licensed in Florida or a recent title search report from a title company authorized to do business in Florida, showing marketable title to the Subject Property to be in the name of the Owner and showing all liens, mortgages, and other encumbrances not satisfied or released of record.

In the alternative and at the option of the Owner, prior to the Owner executing this Agreement, the Owner will provide the City with a recent title opinion of an attorney licensed in Florida or a recent title search report from a title company authorized to do business in Florida, showing marketable title to the Subject Property to be in the name of the Owner and showing all liens, mortgages, and other encumbrances not satisfied or released of record. To qualify as recent, the attorney title opinion or the title report must have a search date of no later than ten (10) days prior to the date the Owner executes

the Agreement. Subject to compliance with any other requirements contained in this Agreement and confirmation the City is satisfied with the documentation produced by the Owner, the City may then execute and record the Agreement.

4. Annexation.

- A. The Owner 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 Owner further agrees that this petition for annexation is irrevocable.
- B. 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. Should the City Commission find annexation of the Subject Property is not in the City's best interest and deny annexation, the municipal services afforded to the Subject Property shall remain in place subject to the Owner complying with the financial obligations due for the services received and compliance with any other requirements applicable to all City utility customers.
- C. The Owner hereby waives any right to object to, or appeal, the City's decision to annex the Subject Property. Furthermore, the Owner hereby agrees not to register any written or verbal opposition to the City's annexation of the Subject Property.
- D. The Owner acknowledges and agrees that this Agreement does not in any way obligate or require the City to annex the Subject Property or grant to the Owner any particular land use designation that may be requested in connection with such annexation.
- E. Classification of Property upon Annexation. The Owner acknowledges and agrees that any land use designation granted to the Owner 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.

While this Agreement constitutes a voluntary annexation petition, the Owner shall nonetheless submit a formal annexation petition with the City concurrently with the execution of this Agreement. The Owner shall pay all associated fees, costs and expenses associated with the annexation petition.

6. Utility Fees and Lines.

The Owner shall pay any and all utility connection fees, treatment fees, impact fees, and/or such other fees as may be required by the City Code or the City's regulations.

All utility lines and/or appurtenant items which are constructed/installed by the Owner shall be constructed/installed in accordance with City requirements and specifications. The City shall have the right to inspect all lines and appurtenances installed by the Owner to connect to the City's water and/or sewer system.

The Owner agrees to pay 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.

If the City deems an easement is needed for utility service to be made available to the Subject Property, and so long as the easement does not materially interfere with the Owner's use and enjoyment of the Subject Property, the Owner 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.

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 easement contemplated in the foregoing Agreement.

8. Binding Effect.

This Agreement shall run with the land, shall be binding upon and inure to the benefit of the Owner and its assigns and successors in interest and the City and its assigns and successors in interest. 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 Owner represents and warrants that Owner possesses fee simple title to the Subject Property, that Owner has 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 Owner acknowledges and agrees that the City shall record this Agreement in the Public Records of Lake County, Florida, and that the Owner 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, by certified mail return receipt requested, or courier service as follows:

OWNER or OWNER’S REPRESENTATIVE

CITY

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

Should any party’s information as identified above change, it shall be said party’s obligation to notify the other party of the change in a fashion as is required for notices herein.

12. Defaults and Enforcement.

IN THE EVENT THE OWNER FAILS 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 ALL CITY UTILITY SERVICES PROVIDED TO THE PROPERTY. THE OWNER HEREBY CONSENTS TO SUCH DISCONNECTION AND TERMINATION OF CITY UTILITY SERVICES AND EXPRESSLY WAIVES ANY CLAIMS BASED UPON THE DISCONNECTION AND TERMINATION OF SAME.

In the event enforcement of this Agreement by the City becomes necessary, and the City is successful in such enforcement, the Owner shall be responsible for costs 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. 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 still be affected. To that end, this Agreement is declared severable.

14. Effective Date.

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

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 Owner. Accordingly, this Agreement will not be construed or interpreted more strictly against any one party than against any other.
- D. Failure of the City to insist upon performance within any time period or upon a proper level or quality of performance shall not act as a waiver of the City's right to later claim a failure to perform on the part of the Owner.
- E. 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 court of Lake County, Florida.
- F. 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.
- G. The headings of this Agreement are for reference only and shall not limit or otherwise affect the meaning thereof.
- H. In the event a third party institutes a legal proceeding against the City and/or the Owner, 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 municipal services, then in such event the Owner shall pay all costs, fees, charges, and expenses of the City related thereto, including but not limited to, attorney's fees at both the trial and appellate levels.
- I. 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.
- J. As may be from time to time requested by the City, the Owner agrees to execute such additional documents as may be necessary in order to effectuate the provisions of this Agreement.

- K. 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.
- L. 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.
- M. The attached Exhibit A is part of this Agreement as though fully set forth in this Agreement.

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

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

OWNER

Signature of Witness #1

Print or Type Owner Name

Print or Type Name of Witness #1

Address of Witness #1

Signature of Witness #2

Print or Type Name of Witness #2

Address of Witness #2

OWNER

Signature of Witness #1

Print or Type Owner Name

Print or Type Name of Witness #1

Address of Witness #1

Signature of Witness #2

Print or Type Name of Witness #2

Address of Witness #2

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing Annexation Agreement was acknowledged before me this ____ day
of _____ 2024 by _____ and
_____ who is/are personally known to me or who
produced _____ as identification and by means of
 physical presence or online notarization.

Notary Signature

Print Name: _____

My Commission Expires: _____

ACCEPTED BY CITY OF EUSTIS, FLORIDA

BY: _____
Tom Carrino, City Manager

DATE: _____

ATTEST:

Christine Halloran, City Clerk

EXHIBIT "A"

LEGAL DESCRIPTION