

Record and return to:

City of Greenacres
Attn: City Clerk
5800 Melaleuca Lane
Greenacres, FL 33463

**AGREEMENT REGARDING VOLUNTARY ANNEXATION
INTO THE CITY OF GREENACRES**

THIS AGREEMENT REGARDING VOLUNTARY ANNEXATION INTO THE CITY OF GREENACRES (“Agreement”) is made and entered into on this _____ day of _____, 2024, by and between **CLAUDIA P. RODRIGUEZ AND DOLLY E. RODRIGUEZ** (“Petitioner”), and the **CITY OF GREENACRES**, a municipal corporation of the State of Florida, (“City”).

WHEREAS, the Petitioner owns real property which is reasonably compact and contiguous to the jurisdictional limits of the City of Greenacres; and

WHEREAS, the Petitioner’s property is within the future Annexation Area of the City’s Comprehensive Plan; and

WHEREAS, sound planning principles mandate the annexation of Petitioner’s property into the City of Greenacres due to the location of Petitioner’s property in proximity to the jurisdictional boundaries of the City of Greenacres; and

WHEREAS, the Petitioner has submitted a petition to voluntarily annex into the City of Greenacres which will be presented to the City of Greenacres City Council via ordinance for its consideration; and

WHEREAS, the Petitioner's property is presently used for the operation of a landscape lawn maintenance business with associated accessory office and on-site landscape vehicle parking; and

WHEREAS, the City and Petitioner acknowledge the Petitioner's property could remain in unincorporated Palm Beach County and continue to be subject to the land use, zoning, and building regulations of Palm Beach County; and

WHEREAS, the City and Petitioner recognize the mutual value and benefit of the Property being annexed and located within the City's municipal boundaries; and

WHEREAS, the purpose of this Agreement is to set forth the City and Petitioner's understanding of the continued use of the Petitioner's property if voluntarily annexed into the City of Greenacres; and,

WHEREAS, the City Council of the City of Greenacres finds entering this Agreement serves a valid public purpose.

NOW THEREFORE, in consideration of the conditions, promises and covenants set forth herein, the sufficiency of which is acknowledged by the parties, the City and the Petitioner, their heirs, successors and assigns, agree as follows:

1. **Real Property Subject to Agreement.** The real property of the Petitioner which is subject to this Agreement is described in **Exhibit "A"**, attached hereto and by this reference made a part hereof ("Property").

2. **Existing Zoning Approval.** The Property consists of one (1) parcel of land with a Palm Beach County Property Appraiser Property Control Number (PCN): 00-42-

44-25-00-000-3180, which is currently zoned in unincorporated Palm Beach County as Agricultural Residential (AR). The Petitioner has operated the Property for several years as a landscape lawn maintenance business with associated accessory office and on-site landscape vehicle parking. To the extent that the foregoing current uses do not comply with the provisions of the City of Greenacres Code of Ordinances, such current uses shall be allowed to continue for a period not to exceed ten (10) years from the effective date of this Agreement. However, the current uses at the property shall immediately cease and/or be removed in the event one of the following takes place: (1) Petitioner abandons and/or ceases the current non-conforming business operations or becomes otherwise insolvent; or (2) Petitioner fails to maintain all State, County and/or Municipal licenses necessary to operate the current landscaping and tree care service business operations; (3) Petitioner takes any action to expand, enlarge, or make any additions to the aforementioned non-conforming uses, specifically the expansion, enlargement or additions to the operation of a landscaping and tree care service business; or (4) ten (10) years has elapsed from the effective date of this Agreement. Upon one of the aforementioned events occurring, the Property shall immediately come into compliance with the City of Greenacres Code of Ordinances, which may include the ceasing of all existing uses unless consistent with the City's designated land use and zoning for the Property.

Any other legal non-conformities at the Property as of the effective date of this Agreement shall be permitted to exist subject to the restrictions and provisions regarding legally non-conforming buildings, structures, and uses set forth in the City of Greenacres City Code of Ordinances. Moreover, the Petitioner shall take no action to expand,

enlarge or make any addition to the existing legally non-conforming buildings, structures, and uses located on the Property as of the effective date of this Agreement.

The City, at any time following annexation of the Property, may change the Land Use Designation and Zoning Designation of the properties.

3. Agreement To Run With The Land. It is the express intent of the parties that this Agreement run with the land, and this Agreement shall inure to the parties, their respective heirs, legal representatives, assigns and successors in interest, as the case may be including, but not limited to, the Petitioner's future purchasers, transferees, and assignees of the Property. Moreover, this Agreement shall be recorded in the Public Records in and for Palm Beach County, Florida, as notices to all future purchases, transferees, and assignees.

4. Status of Agreement. The parties agree and acknowledge that this Agreement is not a "development agreement" or "development permit" as contemplated by Chapter 163, Florida Statutes, and that the provisions of said Chapter with regards to development agreements and development permits are not applicable to this Agreement. The parties acknowledge and agree that no infirmity or defect in the City's actions described herein shall nullify or otherwise affect the annexation of the Property into the City.

5. Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto and supersedes all prior understandings, if any. There are no other oral or written promises, conditions, representations, understandings or terms of any kind as conditions of inducement to the execution hereof, and none have been relied upon by either party. Any subsequent conditions, representations, warranties or agreements shall not be valid and binding upon the Parties, unless they are in writing

and signed by both Parties and executed in the same manner and with equal dignity as this Agreement.

6. **Severability.** In the event any term or provision of this Agreement shall be held invalid, such invalid term or provision shall not affect the validity of any other term or provision hereof and all such other terms and provisions hereof shall be enforceable to the fullest extent permitted by law as if such invalid term or provision had never been a part of this Agreement.

7. **Effective Date.** This Agreement shall be made part of and incorporated into the annexation ordinance to voluntarily annex the Property into the City of Greenacres. This Agreement shall become effective only upon the Petitioner's signature of this Agreement and the City Council's approval and adoption on second reading of the underlying voluntary annexation ordinance.

8. **WAIVER OF JURY TRIAL.** TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

9. **WAIVER, SOVEREIGN IMMUNITY AND THIRD PARTY BENEFICIARIES.** Failure of a party to enforce or exercise any of its right(s) under this Agreement shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter. Nothing in this Agreement shall be construed as a waiver by the City of any rights of sovereign immunity or consent to be sued. There are no third party beneficiaries to this Agreement.

10. **PREPARATION.** This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

11. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts and/or electronically or digitally, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

12. **AUTHORIZED SIGNATORY.** The person signing this Agreement on behalf of the Petitioner represents and warrants that he or she has the authority and right to bind the Petitioner to the terms and conditions of this Agreement. Should it later be discovered that the person signing this Agreement on behalf of the Petitioner do not possess such authority or right, this Agreement shall be null and void and of no further force and effect.

13. **ENFORCEMENT.** . This Agreement may be enforced by the City through any means legally necessary including, but not limited to, code compliance enforcement.

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SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have executed this Agreement Regarding Voluntary Annexation into the City of Greenacres this day and year first written above.

CITY OF GREENACRES
a Florida municipal corporation

ATTEST:

Quintella Moorer, City Clerk

By: _____
Joel Flores, Mayor

Witness:

Print name: _____
Print address: _____

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PETITIONER SIGNATURE PAGE FOLLOWS

PETITIONER:

Witness:

By: _____
Claudia P. Rodriguez

Witness

Print Name

Print Address

By: _____
Dolly E. Rodriguez

Witness:

Witness

Print Name

Print Address

SWORN TO AND SUBSCRIBED BEFORE ME THIS ____ of _____ ,
2024 by Claudia P. Rodriguez and Dolly E. Rodriguez, who are personally known to me
or have produced _____ as identification and who
did not take an oath.

(Notary's Signature)

[Notary Seal]

EXHIBIT "A"

The South 133 feet of the North 399 feet of the West ½ of the Southwest ¼ of the Northwest ¼ of the Northwest 1/4 of Section 25, Township 44 South, Range 42 East, Palm Beach County, Florida.

Consisting of 0.8958 acres more or less

PCN: 00-42-44-25-00-000-3180