

RESOLUTION NO 2026 - 107

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING THAT CERTAIN FORM OF ANNEXATION AGREEMENT FOR USE BY CITY DEPARTMENTS AND ADMINISTRATION; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID FORM OF ANNEXATION AGREEMENT; AUTHORIZING NON-SUBSTANTIVE CHANGES TO SAID FORM OF ANNEXATION AGREEMENT WITH THE CONCURRENCE OF THE CITY ATTORNEY; DIRECTING THE CITY'S DEPARTMENTS AND ADMINISTRATION TO UTILIZE SAID FORM OF ANNEXATION AGREEMENT IN ALL SUCH CASES WHERE IT IS APPLICABLE; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City ("City") operates and manages certain utilities and public works for the benefit of the City; and

WHEREAS, from time to time an owner of real property located outside of the City limits in the unincorporated territory of Columbia County (an "Owner") desires to receive utilities services from the City; and

WHEREAS, the City desires to provide utilities services to an Owner, provided such Owner agrees to voluntarily annex Owner's real property into the City when such real property becomes eligible for annexation; and

WHEREAS, if an Owner's real property does not meet the statutory requirements for annexation into the City, the City desires such Owner agree to annex the subject real property into the City when the City determines the subject real property meets the requirements of Florida Statutes concerning voluntary annexation; and

WHEREAS, adopting a form of annexation agreement to be used by City management creates certain efficiencies and uniformity for the City; and

WHEREAS, the City further desires to adopt the annexation agreement in the form attached as an exhibit hereto (the "Annexation Agreement"), and that such form of annexation agreement be used by City management in all cases where appropriate to do so without further approval of the City Council; and

WHEREAS, adopting the terms of the Annexation Agreement as an approved form of the City in the form of the exhibit attached hereto is in the public or community interest and for public welfare; now therefore

BE IT RESOLVED by the City Council of the City of Lake City, Florida:

1. Adopting the form of the Annexation Agreement as an approved form of the City is in the public or community interest and for public welfare; and
2. In furtherance thereof, the Annexation Agreement in the form of the Exhibit attached hereto should be and is approved and adopted as a form of annexation agreement by the City Council of the City of Lake City; and
3. In furtherance thereof, City departments and administration are directed and authorized, without further approval of the City Council, to utilize the Annexation Agreement in all such cases where appropriate to do so; and
4. In furtherance thereof, City departments and administration are authorized, with the concurrence of the City Attorney, to make minor, non-substantive changes to the Annexation Agreement, provided such changes do not incur additional liability to the City; and
5. Provided the Annexation Agreement is used without substantial changes, the City Council authorizes the Mayor to execute such Annexation Agreement from time to time without seeking further direction or approval from the City Council; and
6. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
7. This resolution shall become effective and enforceable upon final adoption by the City Council of the City of Lake City.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this ____ day of September, 2026.

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL
OF THE CITY OF LAKE CITY, FLORIDA:

Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

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

City of Lake City
205 N Marion Ave
Lake City, Florida 32055

ANNEXATION AGREEMENT

[Municipal Services for Non-Contiguous Property]

THIS ANNEXATION AGREEMENT (the "Agreement") is made and entered into by and between the CITY OF LAKE CITY, a Florida municipality, whose mailing address is 205 North Marion, Lake City, FL 32055 (the "City") and [PROPERTY OWNER] whose mailing address is [Mailing Address] (hereinafter referred to as the "Owner").

WITNESSETH

WHEREAS, the Owner has requested, and the City agrees, subject to the terms, conditions, and limitations of this Agreement, to provide water, sewer and/or gas service to the Subject Property; and

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

WHEREAS, the City has reviewed the location of the Subject Property and determined the municipal services requested by the Owner are available from an existing main; and

WHEREAS, 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, execution of this Agreement by the Owner as a condition of the City providing utilities to the Subject Property the City is a reasonable and lawful condition as provided in *Allen's Creek Properties, Inc. v. City of Clearwater*, 679 So.2d 1172 (Fla. 1996); and

WHEREAS, providing utilities to the Subject Property touches and concerns the Subject Property, adding to the value of the Subject Property and increasing the marketability of the Subject Property; 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 or Section 171.203, Florida Statutes; and

WHEREAS, notwithstanding the Owner's desire to voluntarily annex the Subject Property into the City, the City is unable to annex the Subject Property because the Subject Property does not currently meet the statutory requirements for voluntary annexation pursuant to Section 171.044

or Section 171.203, Florida Statutes; and

WHEREAS, this Agreement constitutes Owner's petition for voluntary annexation of the Subject Property pursuant to Section 171.044 or Section 171.203, Florida Statutes; and

WHEREAS, when the City determines the Subject Property meets the annexation requirements of Section 171.044 or Section 171.203, Florida Statutes, and the City determines annexation of the Subject Property is in the City's best interests, the City may proceed with the voluntary annexation of the Subject Property, and the Owner shall pay all applicable fees, costs, and expenses associated therewith; and

WHEREAS, the Owner's obligations set forth in this Agreement shall bind Owner's heirs, successors, and/or assigns as covenants running with the land; now, therefore,

IN CONSIDERATION of the mutual covenants and agreements contained herein, and other valuable considerations, 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 incorporated as material terms of this Agreement as if fully set forth herein, and a party making a representation incorporated into such recitals warrants the authenticity of such representation.

2. OWNERSHIP.

The Owner represents Owner is the present owner of the real property described in Exhibit "A", attached hereto and incorporated as a material provision, hereof (the "Subject Property").

3. TITLE OPINION/CERTIFICATION.

Prior to the City executing and recording this Agreement, the City will secure, at the Owner's expense, 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 vested in the Owner and showing all liens, mortgages, and other encumbrances not satisfied or released of record.

Alternatively and at the Owner's option, 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. Such attorney title opinion or title search report shall be certified as of a date being 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. This Agreement constitutes Owner's petition for voluntary annexation for the Subject Property pursuant to Section 171.044 and/or Section 171.203, Florida Statutes, which petition for annexation may not be revoked by Owner, shall run with the land, and shall inure as an obligation of Owner's heirs, successors, and assigns.
- b. At such time as the Subject Property should become eligible for annexation, the Owner hereby consents to the annexation of the Subject Property by, and to, the City.
- c. Notwithstanding any other provision of this Agreement, whether it is in the best interests of the City to annex the Subject Property, and whether such annexation shall be accomplished is in the sole discretion of the City, and such determinations shall be made at the sole and absolute discretion of the City.
- d. Nothing in this Agreement shall be construed to bind or obligate the City to annex the Subject Property at any time.
- e. Should the City determine annexation of the Subject Property is not in the City's best interests and deny annexation, the municipal services afforded to the Subject Property shall remain in place subject to the Owner's compliance with the financial obligations due for the services received and further compliance with any other requirements applicable to all City utility customers.
- f. Eligibility for annexation shall be determined by the City in accordance with Chapter 171, Florida Statutes, and the City's codes and ordinances. A determination by the City that the Subject Property is eligible for annexation shall be binding on the Owner. The Owner hereby waives any right of objection or appeal concerning the City's decision to annex the Subject Property. Furthermore, the Owner shall not register any written or verbal opposition to the City's annexation of the Subject Property.
- g. 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.
- h. Any land use designation granted to the Owner in connection with the Subject Property shall be consistent with the City of Lake City Comprehensive Plan and Land Development Regulations as they may be amended from time to time.

5. ANNEXATION PETITION.

Upon written request by the City, the Owner shall execute any and all reasonable instruments to effectuate the annexation of the Subject Property, provided the City has determined, in its sole and absolute discretion, the Subject Property is eligible for annexation and such annexation is in the best interests of the City. The Owner 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 Owner fails or refuses 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 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 items appurtenant thereto 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 shall 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.

Provided any such easement does not materially interfere with the Owner's use and enjoyment of the Subject Property, if the City deems an easement is necessary for utility service to be made available to 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, stormwater, reclaimed water and gas 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. The Owner shall pay all fees required by a mortgagee or lienholder to obtain such instrument of consent and joinder.

8. BINDING EFFECT.

The Owner's obligations arising from this Agreement shall be covenants running with the land, shall be binding upon and inure to the benefit of the Owner and its heirs, assigns, and successors in interest, as applicable, 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 City shall record this Agreement in the Public Records of Columbia County, Florida, and 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 email and overnight courier service (e.g., UPS, Fedex, etc.) as follows:

OWNER or OWNER'S REPRESENTATIVE

CITY

City Manager
City of Lake City
205 North Marion Ave
Lake City, Florida 32055
Clerk@LCFla.com

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 a party hereto.

15. MISCELLANEOUS.

- a. THIS AGREEMENT AND THE OBLIGATIONS HEREIN ARE COVENANTS RUNNING WITH THE LAND, AND ANY FUTURE OWNERS OF THE SUBJECT PROPERTY SHALL TAKE TITLE TO THE PROPERTY SUBJECT TO THIS AGREEMENT. BY ACCEPTING A DEED OF CONVEYANCE TO THE SUBJECT PROPERTY, ANY FUTURE GRANTEEES OF THE SUBJECT 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 heirs, successors, and assigns, as applicable, and as approved by the City Council. Any such modification or amendment shall not be effective until recorded in the Public Records of Columbia 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 a court of the State of Florida having jurisdiction over the matters set forth herein, said court being situated in Columbia 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.

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- 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 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 shall 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 understanding 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.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed this _____ day of _____, 2026.

Signed, sealed and delivered
in the presence of:

Witnesses as to Lessor:

CITY OF LAKE CITY, FLORIDA

Witness

By: _____
_____, Mayor

(Print/type name)

Witness

(Print/type name)

STATE OF FLORIDA
COUNTY OF COLUMBIA

The foregoing instrument was acknowledged before me in my physical presence this ____ day of _____, 2026, by _____, as Mayor of the City of Lake City, Florida, a municipality, for and on behalf of said City, who is personally known to me.

(NOTARY SEAL)

Notary Public, State of Florida

(Print/type name)

My Commission Expires:

APPROVED AS TO FORM AND LEGALITY

By: _____
Clay Martin
City Attorney

Signed, sealed and delivered
in the presence of:

Witnesses as to Owner:

[INSERT OWNER NAME HERE IF ENTITY]

Witness

By: _____
[INSERT OWNER SIGNATORY NAME HERE],
[INSERT SIGNATORY TITLE HERE]

(Print/type name)

Witness

(Print/type name)

STATE OF FLORIDA
COUNTY OF COLUMBIA

The foregoing instrument was acknowledged before me in my physical presence this ____ day of _____, 2026, by _____, as _____ of _____, a Florida _____, for and on behalf of said _____, who is personally known to me.

(NOTARY SEAL)

Notary Public, State of Florida

(Print/type name)

My Commission Expires:

EXHIBIT "A"
LEGAL DESCRIPTION

[INSERT/ATTACH LEGAL DESCRIPTION OF SUBJECT PROPERTY]