

CITY COUNCIL RESOLUTION NO. 2021-048

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LAKE CITY, FLORIDA, APPROVING AND AUTHORIZING AN
ANNEXATION AGREEMENT WITH PRICE CREEK, LLC;
AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City of Lake City, Florida (hereinafter the “City”) desires to annex certain real property located within Columbia County, Florida, as described by the Columbia County Property Appraiser as Parcel 02-4S-17-07481-003; and

WHEREAS, the City Council desires to enter into the *Annexation Agreement Between the City of Lake City, Florida, and Price Creek, LLC* (hereinafter the “Agreement”), a copy of which is attached hereto as “Exhibit A” to memorialize the understanding of the annexation between the parties; and

WHEREAS, the City Council finds that it is in the best interests of the City to enter into the Agreement for the purpose of annexing the aforementioned property.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:**

Section 1. The above recitals are all true and accurate and are incorporated herein and made a part of this resolution.

Section 2. The City Council hereby approves the Agreement with Price Creek, LLC and authorizes the Mayor to execute the Agreement on behalf of the City.

[Remainder of page left blank intentionally.]

Section 3. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED at a meeting of the City Council on the ____ day of April 2021.

CITY OF LAKE CITY, FLORIDA

By:
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By:
Audrey E. Sikes, City Clerk

By:
Frederick L. Koberlein, Jr.,
City Attorney

EXHIBIT A

ANNEXATION AGREEMENT BETWEEN THE CITY OF LAKE CITY, FLORIDA, AND PRICE CREEK, LLC

THIS ANNEXATION AGREEMENT (the "Agreement" is made and entered into this ____ day of _____, 2021, by and between the CITY OF LAKE CITY, a Florida municipal corporation, with a mailing address of 205 N. Marion Ave. Lake City, Florida, 32055 (the "City") and PRICE CREEK, LLC, with a mailing address of Post Office Box 16, Lake City, Florida 32056 (the "Owner").

W I T N E S S E T H:

WHEREAS, the Owner owns certain real property located within Columbia County, Florida, as described by the Columbia County Property Appraiser as Parcel 02-4S-17-07481-003, and by this reference made a part hereof (the "Property"); and

WHEREAS, the Property is located within the territory of Columbia County, Florida but the Property does not currently meet the statutory requirements for voluntary annexation under the provisions of Section 171.044, Florida Statutes; and

WHEREAS, the Owner of the Property has requested, and the City has agreed subject to the terms, conditions, and limitations hereinafter set forth, to the annexation of the Property; and

WHEREAS, in consideration of the City agreeing to the terms, conditions, and limitations set forth herein, the Owner desires to voluntarily petition the City to annex the Property pursuant to Section 171.044, Florida Statutes; provided, however, at this time the City cannot annex the Property because the Property does not currently meet the statutory requirements for voluntary annexation under the provision of Section 171.044, Florida Statutes; and

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

WHEREAS, the Owner agrees that at the time the City makes a determination that the Property meets the statutory requirements for voluntary annexation under the provisions of Section 171.044, Florida Statutes, and upon the request of the City, the Owner shall execute all applications and documents

required by the City and all other documentation then required by Florida law, including, but not limited to Section 171.044, Florida Statutes, necessary for the voluntary annexation of the Property.

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:

SECTION 1. Recitals. The Recitals set forth above are true and correct by this reference are incorporated herein as part of this Agreement.

SECTION 2. Annexation.

- A. The Owner and the City acknowledge and agree that this Agreement constitutes a petition for the voluntary annexation of the Property pursuant to Section 171.044, Florida Statutes. The Owner and the City further acknowledge and agree that the petition cannot be processed at this time because the Property does not meet the statutory requirements for voluntary annexation under the provisions of Section 171.044, Florida Statutes.
- B. The City shall have the right, but not the obligation, to process the petition; provided, however, that the petition shall not be processed by the City unless and until a determination is made by the City, in its sole and absolute discretion, that the Property meets the statutory requirements for voluntary annexation under the provisions of Section 171.044, Florida Statutes, or such other provisions of the Florida Statutes as may then be applicable to voluntary annexations. Following such determination by the City and upon the written request of the City the Owner shall within fifteen (15) calendar days of receipt of such written request execute all applications and documents required by the City and all other documentation then required by Florida law, including, but not limited to Section 171.044, Florida Statutes, necessary for the voluntary annexation of the Property. Following the Owner's compliance with the foregoing, the City shall have the right, but not the obligation, to process this petition for voluntary annexation without further action or request of the Owner.

SECTION 3. Utility Services.

- A. This Agreement does not in any way reserve any sewer and water capacity or guarantee the availability thereof.
- B. The City agrees to provide sewer service, water service, and natural gas service, as such becomes available, to the Property upon compliance by the Owner with all applicable regulations of the City and the payment of all fees, costs and expenses associated therewith. The Owner shall execute any and all developer agreements necessary for the utility services as required by the City in connection with the provision of sewer and water service to the Property.

SECTION 4. Representations.

- A. The City hereby warrants and represents the following to the Owner:
 - a. Upon completion of the voluntary annexation the City shall rebate all municipal ad valorem taxes levied on the Property for a term of ten (10) calendar years or the earlier of the following events occurs:
 - i. the sale or conveyance of the Property, or
 - ii. a permit for the development of the Property is issued.
 - b. Upon completion of the voluntary annexation the City shall classify the Property as either the same zoning classification as that found to currently exist with Columbia County, Florida, or as Industrial (I) pursuant to the City's land development regulations, and afford the Owner one (1) application for a zoning change at no cost to the Owner.
 - c. Upon completion of the voluntary annexation the City shall waive all costs and fees associated with the voluntary annexation of the Property and due from the Owner.
 - d. Upon completion of the voluntary annexation the City shall reduce, as permitted by law, any permitting fees associated with the development of the Property by forty-five percent (45%).
- B. The Owner hereby warrants and represents that it holds fee title to the Property and has full power and authority to enter into this Agreement.

SECTION 5. Title Evidence and Survey.

- A. As a condition precedent to the execution of this Agreement by the City, the Owner shall provide title evidence, in a form and substance satisfactory to the City, showing the Owner as the owner of a fee simple title to the Property. Such title evidence shall also show whether the Property is encumbered by a mortgage or otherwise. In the event the Property is encumbered, the Owner shall provide a Joinder, Consent and Subordination of all mortgages to this Agreement prior to the execution of this Agreement by the City.
- B. Unless the Property is a platted lot as shown in the title evidence required above, as a condition precedent to the execution of this Agreement by the City, the Owner shall provide a survey in accordance with the minimum technical standards for land surveys set forth in Chapter 61G17-6, Florida Administrative Code.

SECTION 6. Notices. Any notice required to be given hereunder shall be in writing and shall be delivered in person or by certified mail, postage paid, return receipt requested as follows. If such notice is to be given to the City, such shall be given at the address set forth above. If such notice is to be given to the Owner, such shall be given at the address shown in the tax collector's records for the Tax Parcel Identification Number set forth above. 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.

SECTION 7. Indemnification.

- A. The Owner hereby agrees to indemnify and save the City harmless from and against all losses costs, expenses, claims, damages, judgements, liabilities and causes of action whatsoever (collectively, "Claims") including reasonable attorneys' fees and paralegal fees both at trial and at appellate levels, arising out of or alleged to have arisen out of this Agreement or been occasioned, in whole or in part, by the exercise of the City of its rights granted hereunder. The Owner shall use its best efforts to promptly notify the City in writing of any Claim and shall provide the City with information regarding the Claim as the City may reasonably request, but the failure to give such notice or provide such information shall not diminish the Owner's obligations under this Section.

- B. No Claim whatsoever shall be made or asserted against the City by the Owner for or on account of anything done or as a result of anything done or omitted to be done in connection with this Agreement.

SECTION 8. Recording. The Owner acknowledges and agrees that the City shall record this Agreement in the Official Records of Columbia County, Florida.

SECTION 9. 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. The Property shall be deemed a single parcel and any subparcels of the Property which are created by subdivision or by any other means shall be subject to the terms and conditions of this Agreement, subsequent sale and individual ownership notwithstanding.
- C. This Agreement may not be modified or amended, or any term or provision hereof waived or discharged except in writing, in a recordable form, signed by the parties hereto, or their respective successors and assigns. Any such modification or amendment shall not be effective until recorded in the Official Records of Columbia County, Florida.
- D. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Florida.
- E. All of the terms of this Agreement, whether so expressed or not, shall be binding upon the respective successors, assigns and legal representatives of the parties hereto and shall inure to the benefit of and be enforceable by the parties hereto and their respective successors, assigns and legal representatives.
- F. The headings of this Agreement are for reference only and shall not limit or otherwise affect the meaning thereof.
- G. In the event that either party institutes a legal proceeding against the other party, to enforce the terms of this Agreement or for breach of any of the

terms, conditions or covenants of this Agreement, the prevailing party shall be entitled to recover from the other party its reasonable attorney's fees, paralegal fees and costs, both at the trial and appellate levels.

- H. In the event a third party institutes a legal proceeding against either, or both, the City and Owner, regarding the enforceability of this Agreement or any other matters arising out of or related to this Agreement then in such event the Owner 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.
- I. In addition to each and every remedy now or hereafter existing at law or in equity, the parties hereto expressly agree that the City shall have the right to enforce this Agreement by an action for specific performance.
- J. As 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 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.

[Remainder of this page intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF, the City has caused this Agreement to be executed as of the _____ day of _____, 2021.

Signed, sealed and delivered
in the presence of:

CITY OF LAKE CITY, FLORIDA

Signature

By: _____
Stephen Witt, Mayor

Print/Type Name

ATTEST:

Signature

By: _____
Audrey E. Sikes,
City Clerk

Print/Type Name

STATE OF FLORIDA
COUNTY OF COLUMBIA

The foregoing instrument was acknowledged before me by means of _____ physical presence or _____ online notarization, this _____ day of _____, 2021 by STEPHEN M. WITT, Mayor, City of Lake City, Florida and AUDREY E. SIKES, City Clerk of the City of Lake City, Florida, who are either _____ personally known to me or produced _____ as identification.

Notary Signature

Notary Printed Name

*[Remainder of this page intentionally left blank.
Signature page for Owner follows on the next page.]*

IN WITNESS WHEREOF, the Owner has caused this Agreement to be duly executed as of the 31 day of March, 2021.

Signed, sealed and delivered
in the presence of:

PRICE CREEK, LLC

Lisa Hicks
Signature

By: Richard C. Cole
Richard C. Cole,
Manager-Member

Lisa Hicks
Print/Type Name

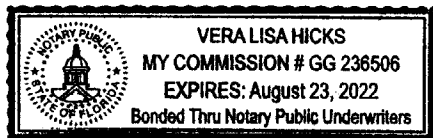
Jennifer Powers
Signature

Jennifer Powers
Print/Type Name

STATE OF FLORIDA

COUNTY OF Columbia

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared RICHARD C. COLE, as the Manager-Member of PRICE CREEK, LLC, a for profit Florida limited liability company, who [☒] is personally known to me to [] produced _____ as identification, and that he acknowledged executing the foregoing instrument on behalf of said entity in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said entity.



Vera Lisa Hicks
Notary Signature

Vera Lisa Hicks
Notary Printed Name