

A.T.A. No.: _____

AGREEMENT TO ANNEX
(Municipal Services)

This Agreement to Annex (this “Agreement”) is made and entered into this ____ day of _____, 20__ by and between the City of Clearwater, Florida, a Florida municipal corporation (the “City”) and _____ (“Owner”) (collectively the City and Owner are the “Parties” and individually each is a “Party”).

RECITALS

WHEREAS, Owner owns the following described real property in fee simple located outside the municipal boundaries of the City of Clearwater (the “Property”):

Parcel I.D. No.: _____

Legal Description: See attached Exhibit “A”

Address: _____

;and

WHEREAS, Owner is desirous that the Property be annexed into the municipal boundaries of the City, and the City wishes to annex the Property; and

WHEREAS, Owner desires to receive certain available City services and Owner is agreeable to entering into this Agreement with the City to obtain said services; and

WHEREAS, the City is agreeable to furnishing these services upon certain terms and conditions; and

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. The City will permit Owner to connect to the City’s utility systems or receive other requested municipal services at the Owner’s expense and in accordance with laws and regulations regarding applicable permitting and inspections. Subject to the terms and conditions of this Agreement, the City will provide the following municipal services:

2. Owner warrants and agrees to the following terms and conditions:
- a) Owner possesses fee simple title to the Property more particularly described in Exhibit “A” attached hereto and has full right and lawful authority to enter into this Agreement.
 - b) Owner shall pay all relevant connection charges and impact fees at such time required by the City. All associated monthly service charges will be calculated at the rates applicable to users outside the municipal boundaries, as set out in the applicable City of Clearwater codes.
 - c) Owner agrees to pay the required Parks and Recreation Facilities Impact Fee at such time required by the City in an amount and manner prescribed in Chapter 54 of the City of Clearwater Community Development Code and in accordance with Fla. Stat. §163.31801 if such fee is applicable to the Property.
 - d) At such time the Property becomes eligible for annexation into the City pursuant to Chapter 171, Florida Statutes, the City may at its sole discretion commence annexation proceedings on behalf of the Owner provided that the City provides Owner thirty (30) days written notice of the City’s intent to annex the Property. At such time that the City initiates proceedings to annex the Property, this Agreement shall constitute a Petition for Voluntary Annexation.
 - e) Owner agrees not to request annexation nor grant the right to annex the Property into any municipal corporation other than the City of Clearwater.
 - f) Owner agrees that the Property shall be deemed a single parcel subject to annexation as provided herein, and any sub-parcels of the Property which are created by subdivision or by any other means shall be included for the purposes of the subsequent annexation procedure, subsequent sale and individual ownership notwithstanding.
 - g) Owner agrees that this Agreement shall be a covenant that runs with the land and shall be enforceable and binding against the Owner, and his or her heirs, successors, and assigns.
 - h) If it becomes necessary for the City to institute legal proceedings to enforce this Agreement, Owner agrees to pay all costs arising or relating to such enforcement action including the payment court costs and reasonable attorney’s fees.
 - i) Owner agrees to indemnify, defend, and save the City harmless from and against all losses, costs, expenses, claims, damages, judgments, 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. 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 provision.

- j) OWNER ACKNOWLEDGES AND UNDERSTANDS THAT ANY DEVELOPMENT UNDERTAKEN BEFORE TIME OF ANNEXATION INTO THE CITY OF CLEARWATER MAY NOT BE PERMISSABLE UNDER THE CITY OF CLEARWATER CODES. OWNER AGREES THAT UPON ANNEXATION, THE PROPERTY SHALL BE SUBJECT TO ALL LAWS, ORDINANCES, AND REGULATIONS IN FORCE IN THE CITY OF CLEARWATER.
 - k) OWNER AGREES THAT ANY DEVELOPMENT IN PROGRESS AT TIME OF ANNEXATION MUST COMPLY WITH LAWS, ORDINANCES, AND REGULATIONS IN FORCE IN THE CITY OF CLEARWATER.
 - l) Upon request of the City, Owner agrees to provide the City with any preliminary or approved development plans for the Property within thirty (30) days of request.
3. This Agreement shall remain in effect until the Property is properly annexed into the City limits. To the extent any development is in progress at time of annexation, Section 2(k) and this Agreement's enforcement provisions shall survive the termination of this Agreement.
 4. The City shall not be liable for any damage resulting from any cessation of service caused by Act of God, necessary maintenance work, any unavoidable cause beyond the control of the City.
 5. In the event of a material default of any of the terms, conditions, or provisions of this Agreement, the non-defaulting Party shall provide the defaulting Party with written notice of said default which shall provide the defaulting Party thirty (30) days to cure the default. In the event the defaulting party has commenced to cure the material default, but it is of such nature that it cannot be completely cured within thirty (30) days, the defaulting Party shall have such reasonable additional time as is necessary to cure the material default. Failure to cure the default within the specified timeframe shall entitle non-defaulting Party to pursue any remedies provided for in this Agreement or otherwise available at law or at equity.
 6. The Parties agree that termination of this Agreement, discontinuance of municipal services, mandamus, specific performance, injunctive relief (either prohibitory or mandatory, both temporary or permanent), and liquidated damages in the amount of \$100.00 per day commencing on the date of material default, are appropriate remedies in the event of a material default, whether actual or anticipatory, of this Agreement. The Parties understand and agree that liquidated damages are included as a remedy herein being that damages from a breach of this Agreement would be difficult to ascertain and that the amount provided is fair and reasonable. In the event of any litigation or other enforcement action arising out of this Agreement, the prevailing Party shall be entitled to all reasonable attorney's fees and costs.

7. Nothing in this Agreement shall be construed as requiring the City, at its sole expense, to construct or install any improvements of any kind upon the Property or extend such public improvements to service the Property.
8. The Parties may mutually agree in writing to amend or terminate this Agreement.
9. This Agreement embodies all agreements and representations of the Parties. There are no promises, terms, conditions, or allegations other than those contained herein; and this Agreement supersedes all previous communications, representations, and agreements, whether written or verbal, between the Parties.
10. Any notice required to be given or furnished under this Agreement shall be deemed given or furnished when addressed to the Party intended to receive the same, and delivered at such address by personal delivery, national overnight courier company, or when mailed by first class U.S. Mail, postage prepaid and deposited into the U.S. Mail, being deemed the delivery of notice, or when given by facsimile transmission or via e-mail. All notices to be furnished to the City shall be addressed to the City of Clearwater, to the attention of the City Manager, P.O. Box 4748, Clearwater, Florida, 33758-4748 and to the Owner at the address for the Owner according to the property tax rolls of Pinellas County, Florida or at any other address which may be provided by the Owner to the City in writing.
11. Upon execution, this Agreement shall be recorded in the Public Records of Pinellas County, Florida, and shall constitute notice to all subsequent purchasers of the covenants contained herein.
12. The laws of the State of Florida shall govern the interpretation, validity and construction of the terms and provisions of this Agreement. The exclusive venue selected for any proceeding or suit in law or equity arising from or incident to this Agreement will be in Pinellas County, Florida. If any term or provision of this Agreement is declared illegal or invalid for any reason by a court of competent jurisdiction, the remaining terms and provisions of this Agreement shall, nevertheless, remain in full force and effect.
13. This Agreement may be executed in one or more counterparts, each of which when executed and delivered, shall be an original, but all such counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the date and year first written above.

(OWNER SIGNATURE PAGE)

Witnesses as to Owner #1:

Owner #1:

Print Name: _____
Address: _____

Print Name: _____
Date: _____

Print Name: _____
Address: _____

Witnesses as to Owner #2:

Owner #2:

Print Name: _____
Address: _____

Print Name: _____
Date: _____

Print Name: _____
Address: _____

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 20____, by _____ who is personally known to me or who _____ as identification.

Notary name: _____

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 20____, who is personally known to me or who has pr _____ identification.

Notary name: _____

(CITY OF CLEARWATER SIGNATURE PAGE)

**City of Clearwater, Florida,
a Florida municipal corporation.**

Jennifer Poirrier
City Manager
Date: _____

Approved as to form:

Attest:

Jerrod Simpson
Assistant City Attorney
Date: _____

Rosemarie Call
City Clerk
Date: _____

EXHIBIT "A"
LEGAL DESCRIPTION