

PREPARED BY: City Attorney
AND RETURN TO:
Community Development / City of Largo
Post Office Box 296
Largo, Florida 33779-0296

AA -
FOR OFFICE USE ONLY

**ON-LINE
ANNEXATION
AGREEMENT**

ANNEXATION AGREEMENT

This Annexation Agreement (AGREEMENT) is made and entered into this ____ day of _____, 20____, between the CITY OF LARGO, FLORIDA, a municipal corporation of the State of Florida, 201 Highland Avenue, Largo, Florida, (CITY) and **JANE DOE AND JOHN DOE, 12345 LARGO AVENUE LARGO, FLORIDA 33779-1234,** (OWNER), together hereinafter referred to as the (PARTIES).
Name and Primary Mailing Address

RECITALS

WHEREAS, the OWNER fully warrants that the OWNER holds fee simple title to the real property located in an unincorporated area of Pinellas County, Florida, and being more particularly described on Exhibit "A" (PROPERTY) which is attached hereto and made a part hereof; and

WHEREAS, the 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, the OWNER is willing to execute a document pursuant to Ch. 171, Fla. Stat., (PETITION) to facilitate the voluntary annexation of said PROPERTY in satisfaction of Ch. 171, Fla. Stat.

AGREEMENT

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

1. The foregoing recitals are true and correct and are incorporated herein and made a part hereof.
2. The OWNER hereby warrants, covenants, and agrees as follows:
 - A. OWNER possesses fee simple title to the PROPERTY and, as such, has the full right and lawful authority to enter into this AGREEMENT.
 - B. OWNER, as soon as the subject PROPERTY becomes eligible for annexation into the CITY pursuant to Ch. 171, Fla. Stat., shall immediately execute and deliver to the CITY a PETITION for voluntary annexation of the PROPERTY into the CITY in accordance with the provisions of Ch. 171, Fla. Stat.
 - C. If the OWNER fails to timely execute and deliver the PETITION for voluntary annexation, the CITY may initiate annexation proceedings on behalf of and as agent for the OWNER. The PARTIES understand that action pursuant to this subparagraph constitutes a voluntary annexation of the PROPERTY. The PARTIES further agree that the OWNER does hereby make, constitute, and appoint the CITY and its appropriate officials or employees as agent for the OWNER for the purpose of filing the PETITION for voluntary annexation pursuant to this paragraph. The CITY shall give the OWNER not less than thirty (30) days to file the PETITION for voluntary annexation and shall, upon the OWNER'S failure to file said PETITION with the CITY within the allotted time period, file such PETITION as agent for the OWNER.
 - D. OWNER agrees not to request annexation of nor grant the right to annex the PROPERTY into any municipal corporation other than the CITY.

3. The CITY hereby covenants and agrees as follows:
 - A. When CITY sanitary sewer is available to the PROPERTY, the in-CITY sanitary sewer connection charges shall be applied to the PROPERTY in accordance with Section 23-85 of the CITY'S Code of Ordinances, as may be amended from time to time. The CITY agrees to waive the non-reimbursable portion of the Capacity to Serve Determination fee for the sewer connection. The OWNER is responsible for the refundable portion of the Capacity to Serve Determination fee.
 - B. In-CITY monthly sanitary sewer rates shall be applied to the PROPERTY in accordance with Section 23-84 (c) of the CITY's Code of Ordinances, as may be amended from time to time.
 - C. The provisions of Paragraphs 3A and B above pertain only to properties located within the CITY sanitary sewer district.
 - D. The CITY has been requested by the OWNER to provide solid waste collection service for the PROPERTY prior to actual annexation of the PROPERTY into the CITY. When the CITY has the ability to provide said service, it will do so in accordance with the provisions of the CITY Codes, Ordinances, and operating practices of the Solid Waste Collection Division prior to and after the annexation of the PROPERTY.
 - E. OWNER and individuals legally dwelling on the OWNER's PROPERTY will be given the in-CITY rate for participation in any of the CITY's recreation programs.
4. The PARTIES agree that mandamus, specific performance, or injunctive relief (either prohibitory or mandatory, both temporary or permanent) are the appropriate remedies in the event of breach, whether actual or anticipatory, of this AGREEMENT. In the event of any litigation arising out of this AGREEMENT, the prevailing party shall be entitled to recover its costs, including reasonable attorney's fees.
5. This AGREEMENT shall be binding upon, and inure to the benefit of, the PARTIES and their respective heirs, successors, or assigns, and shall run with the land. This AGREEMENT will be recorded in the Public Records of Pinellas County, Florida.
6. Nothing in this AGREEMENT shall be construed as requiring the CITY, at its sole expense, to construct or install any sanitary sewer lines or other improvements of any kind upon the PROPERTY or extend such public improvements to service the PROPERTY.
7. Prior to the effective date of the annexation of the PROPERTY, the CITY reserves the right to periodically review this AGREEMENT and cancel same at its sole discretion. Provided, however, prior to such cancellation, the CITY will notify the property owner of record of the cancellation. The notification of cancellation of this AGREEMENT shall be deemed completed upon mailing the notice of cancellation, and all terms, conditions and provisions of the AGREEMENT shall be null and void.
8. 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. This AGREEMENT may be modified only in writing and executed by all PARTIES.
9. 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 the day and year first above written.

SIGNATURE BLOCK: INDIVIDUAL

OWNER:

By (Signature):

Jane Doe

Print Name:

JANE DOE

WITNESS:

By (Signature):

Nancy Smith

Print Name:

NANCY SMITH

OWNER:

By (Signature):

John Doe

Print Name:

JOHN DOE

WITNESS:

By (Signature):

Nancy Smith

Print Name:

NANCY SMITH

OWNER NOTARIZATION: INDIVIDUAL

STATE OF FLORIDA

COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 12 day of APRIL, 2018,

by JANE DOE, who [] is personally known to me or [] has produced identification.

Type of identification produced: FLORIDA DRIVERS LICENSE.

My commission expires:

(Notary Seal)

John Smith

Notary Public Signature

JOHN SMITH

Notary Public Print Name

John Smith
Sample Notary Stamp
My commission expires Jan. 1, 2020

STATE OF FLORIDA

COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 12 day of APRIL, 2018,

by JOHN DOE, who [] is personally known to me or [] has produced identification.

Type of identification produced: FLORIDA DRIVERS LICENSE.

My commission expires:

(Notary Seal)

John Smith

Notary Public Signature

JOHN SMITH

Notary Public Print Name

John Smith
Sample Notary Stamp
My commission expires Jan. 1, 2020

CITY OF LARGO

BY:

REVIEWED AND APPROVED BY:

Henry P. Schubert, City Manager

City Attorney

ATTEST:

REVIEWED BY:

Diane Bruner, City Clerk

Carol Stricklin, AICP,
Community Development Director

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by **HENRY P. SCHUBERT**, as City Manager of the CITY OF LARGO, FLORIDA, a municipal corporation, and he acknowledged before me that he executed the instrument on behalf of the CITY. He is personally known to me.

My commission expires:
(Notary Seal)

Notary Public Signature

Notary Public Print Name

EXHIBIT "A"

PROPERTY

Parcel Identification Number(s):

01/30/15/00000/000/0000

Legal Description:

LOT 10, BLOCK A, CORAL HEIGHTS SUB, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 036, PAGE 110, OF THE PUBLIC RECORDS OF PINELLAS COUNTY FLORIDA.

Address of which is commonly known as:

12345 LARGO AVENUE

PETITION FOR ANNEXATION TO THE CITY OF LARGO, FLORIDA

The undersigned, being the sole owner(s) of the following described real property located within Pinellas County, Florida, hereby consent and agree to annexation of such property by the City of Largo, and further request the City of Largo to forthwith undertake annexation proceedings to annex the following described real property:

LEGAL DESCRIPTION: SEE ATTACHED EXHIBIT "A"
PARCEL IDENTIFICATION NUMBER: 01/30/15/00000/000/0000
ADDRESS OF WHICH IS COMMONLY KNOWN AS: 12345 LARGO AVENUE

SIGNATURE BLOCK: INDIVIDUAL

OWNER:

By (Signature):

Jane Doe

Print Name:

JANE DOE

WITNESS:

By (Signature):

Nancy Smith

Print Name:

NANCY SMITH

OWNER:

By (Signature):

John Doe

Print Name:

JOHN DOE

WITNESS:

By (Signature):

Nancy Smith

Print Name:

NANCY SMITH

OWNER NOTARIZATION: INDIVIDUAL

STATE OF FLORIDA

COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 12 day of APRIL, 2018,

by JANE DOE, who [] is personally known to me or [X] has produced identification.

Type of identification produced: FLORIDA DRIVERS LICENSE.

My commission expires:

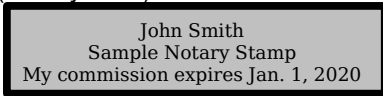
(Notary Seal)

John Smith

Notary Public Signature

JOHN SMITH

Notary Public Print Name



STATE OF FLORIDA

COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 12 day of APRIL, 2018,

by JANE DOE, who [] is personally known to me or [X] has produced identification.

Type of identification produced: FLORIDA DRIVERS LICENSE.

My commission expires:

(Notary Seal)

John Smith

Notary Public Signature

JOHN SMITH

Notary Public Print Name

