

This Instrument Prepared by and Return To:
City of Ocala
Growth Management Department
201 SE 3rd Street, Second Floor
Ocala, Florida 34471
Attn: _____

Recording costs \$_____

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT is made on _____, 20__, by and between:

- _____ (“Owner”), whose mailing address is _____; and
- City of Ocala (“City”), a Florida municipal corporation, whose mailing address for purposes of this Agreement is “Attention: Growth Management Department, 201 SE 3rd Street, Second Floor, Ocala, Florida 34471.”

WHEREAS:

- A. Owner is the owner or owners of certain real property (the “Property”), as described in **Exhibit A**, located within the unincorporated area of Marion County, Florida.
- B. Owner desires to connect to City’s water or wastewater system.
- C. Pursuant to City’s Comprehensive Plan, any property receiving water or wastewater service from City is required to annex if and when it becomes contiguous.
- D. Pursuant to applicable law, City imposes conditions in return for providing water or wastewater service including, without limitation:
 - 1). City requires persons or property receiving water or wastewater service from City to adhere to appropriate criteria, standards and regulations (including land development regulations in accordance with state law) relating to design and construction of project water and wastewater infrastructure.
 - 2). City requires customers or property requesting water or wastewater service from City to request that the property be voluntarily annexed into City either immediately or, if the property is not then contiguous to City limits, when it becomes contiguous.
- E. City has agreed to provide water or wastewater service to the Owner pursuant to the provisions hereof.

NOW, THEREFORE, in consideration of the matters set forth above (which are incorporated herein by reference), the exchange of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Owner's Agreements.** Owner hereby covenants and agrees as follows:

1.1. Connection.

- 1.1.1. Owner shall connect to City's water or wastewater system and pay all fees in accordance with applicable provisions of the City Code of Ordinances.
- 1.1.2. Owner shall pay all fees associated with the recording of this Agreement.

1.2. Annexation.

- 1.2.1. Owner shall, simultaneously with its execution of this Agreement, complete, execute and deliver to City a petition for annexation, and such form as is requested by City in its sole discretion. The completed petition shall be kept on file in the office of City's Zoning Department.
- 1.2.2. Owner shall complete the annexation process upon the Property becoming contiguous to City limits and otherwise eligible for annexation under applicable law.
- 1.2.3. Owner shall pay all fees associated with the annexation process.

1.3. Compliance with City's Land Development Regulations.

- 1.3.1. Owner acknowledges that pursuant to applicable law:
 - a. Owner must hereafter adhere to City's criteria, standards and regulations relating to design and construction of project water and wastewater infrastructure for the Property; and
 - b. Until the Property is annexed, Owner may also be required to adhere to Marion County's criteria, standards and regulations relating to design and construction of project water and wastewater infrastructure for the Property
- 1.3.2. Owner shall notify City prior to requesting any comprehensive plan amendments, rezonings, subdivision or site plan approvals, building permits, or other development orders from Marion County concerning the Property. But shall not be subject to the City of Ocala's standards for anything other than water and wastewater.
- 1.3.3. Owner shall comply with all water and wastewater procedures adopted by City concerning City review of any development of the Property pursuant to City's criteria, standards and regulations.
- 1.3.4. Following annexation:
 - a. The Property shall be subject to all laws, ordinances, and regulations in force in City and shall be entitled to the same privileges and benefits as other parts of City upon the effective date of the annexation; and
 - b. If the Property was subject to a County land use plan and County zoning or subdivision regulations, those regulations shall remain in full force and effect until City adopts a comprehensive plan amendment that includes the Property.

2. **Appointment of Power of Attorney; Lien.**

- 2.1. Owner hereby grants and conveys to the City Engineer of City, including the successors or designee of such City Engineer, an irrevocable special power of attorney to exercise any and all rights of Owner, and any successors in interest to Owner, including any purchasers, mortgage holders, lien holders or other persons who may claim an interest in the Property to do the following:
 - 2.1.1. Perform all obligations of Owner under paragraph 1.2 above.
 - 2.1.2. Petition City for annexation including the execution of a petition for annexation.
 - 2.1.3. Accomplish all steps necessary or proper for the annexation of the Property.
- 2.2. This power of attorney shall be considered a power coupled with an interest and may not be terminated except upon the written consent of City specifically referring to this Agreement.
- 2.3. This Agreement and the power of attorney granted hereunder touch and concern the Property, and shall bind and run with the Property, and constitute an encumbrance thereon.
- 2.4. Owner hereby grants City a lien to enforce the obligations of Owner under paragraph 1.2 of this Agreement. Such lien shall be deemed satisfied automatically upon the annexation of the Property.

3. **City's Agreements.** City hereby covenants and agrees as follows.

- 3.1. City shall permit Owner to connect its water or wastewater facilities on the Property to City water and wastewater services upon:
 - 3.1.1. Payment of all applicable fees associated with such connection;
 - 3.1.2. Adherence to all other provisions of City Code concerning such connections; and
 - 3.1.3. The availability of facilities and capacity to provide such water and wastewater services.
- 3.2. City shall thereafter provide the Owner water or wastewater service subject to Owner's obligation to pay all charges associated with such service and adherence to all other provisions of City Code concerning such service.

4. **Subject to City Ordinances and Annexation Statute.**

- 4.1. Nothing in this Agreement shall supersede or take precedence over any existing ordinances, regulations or codes of City.
- 4.2. Nothing set forth herein shall obligate City to annex the Property however, in that such action can only be made pursuant to the ordinance, notice and other requirements of Chapter 171, Florida Statutes.

5. **Automatic Satisfaction.**

5.1. This Agreement, including the lien arising under paragraph 2.4 hereof, shall be deemed satisfied upon the annexation of the Property. Upon request of Owner, City Manager or City Engineer may execute and deliver to the Owner a recordable instrument acknowledging such satisfaction.

5.2. Such satisfaction shall have no adverse impact upon annexation of the Property, or the obligations of Owner to connect to City's water or wastewater system and pay all fees due to City, or to comply with City's laws and regulations, including those concerning the development of real property.

6. **Attorney's Fees.** If any legal action or other proceeding (including, without limitation, appeals or bankruptcy proceedings) whether at law or in equity, which: arises out of, concerns, or relates to this Agreement, any and all transactions contemplated hereunder, the performance hereof, or the relationship created hereby; or is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses even if not taxable as court costs, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

7. **Successors and Assigns.** All covenants, agreements, warranties, representations, and conditions contained in this Agreement shall bind and inure to the benefit of the respective successors and permitted assigns of the parties to this Agreement.

8. **Severability Clause.**

8.1. City's obligations under paragraph 3 above are expressly conditioned upon the effectiveness of Owner's obligations under paragraphs 1 and 2 above. Thus, if any provision of paragraphs 1 or 2 is found to be contrary to, prohibited by or invalid under applicable laws or regulations, City may, if it so elects be relieved of all obligations hereunder, terminate this Agreement, and discontinue providing water or wastewater service to the Property.

8.2. Except as set forth above, provisions contained in this Agreement which are contrary to, prohibited by or invalid under applicable laws or regulations shall be deemed omitted from this document and shall not invalidate the remaining provisions thereof.

9. **Further Action.** Each of the parties hereto shall execute and deliver any and all additional papers, documents, and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of the obligations hereunder and to carry out the intent of the parties hereto.

10. **Entire Understanding; Amendments.** This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all other negotiations (if any) made by and between the parties. The provisions of this Agreement may not be amended, supplemented, waived, or changed orally but only by a writing making specific reference to this Agreement signed by the party as to whom enforcement of any such amendment, supplement, waiver or modification is sought.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

Witness

Print Witness Name

Witness

Print Witness Name

**OWNER
(if Individual)**

(Sign)

Print Name

(if Entity)

_____, a _____

By: _____
_____ as

ACKNOWLEDGEMENT INDIVIDUAL

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this ____ day of _____, 2021, by _____.

Notary Public, State of _____
Name: _____
(Please print or type)

Commission Number: _____
Commission Expires: _____

Notary: Check one of the following:

___ Personally known OR

___ Produced Identification (if this box is checked, fill in blanks below).

Type of Identification Produced: _____

ACKNOWLEDGEMENT REPRESENTATIVE

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this _____ day of _____, 2021, _____, as _____ for _____, a _____.

Notary Public, State of _____
Name: _____
(Please print or type)

Commission Number: _____
Commission Expires: _____

Notary: Check one of the following:

___ Personally known OR

___ Produced Identification (if this box is checked, fill in blanks below).

Type of Identification Produced: _____

**OWNER
(if Individual)**

Witness

(Sign)

Print Witness Name

Print Name

Witness

(if Entity)

_____, a _____

Print Witness Name

By: _____
_____ as

ACKNOWLEDGEMENT INDIVIDUAL

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this ____ day of _____, 2021, by _____.

Notary Public, State of _____
Name: _____
(Please print or type)

Commission Number: _____
Commission Expires: _____

Notary: Check one of the following:

___ Personally known OR

___ Produced Identification (if this box is checked, fill in blanks below).

Type of Identification Produced: _____

ACKNOWLEDGEMENT REPRESENTATIVE

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this ____ day of _____, 2021, _____, as
_____ for _____, a _____.

Notary Public, State of _____
Name: _____
(Please print or type)

Commission Number: _____
Commission Expires: _____

Notary: Check one of the following:

___ Personally known OR

___ Produced Identification (if this box is checked, fill in blanks below).

Type of Identification Produced: _____

CITY

ATTEST:

City of Ocala, a Florida municipal corporation

Angel B. Jacobs
City Clerk

President, Ocala City Council

Approved as to form and legality

Robert W. Batsel, Jr.
City Attorney

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this ____ day of _____, 202_, by _____, as

President of the City Council of the City of Ocala, Florida, a Florida municipal corporation, on behalf of the City.

Notary Public, State of Florida

Name: _____
(Please print or type)

Commission Number: _____

Commission Expires: _____

Notary: Check one of the following:

___ Personally known OR

___ Produced Identification (if this box is checked, fill in blanks below).

Type of Identification Produced: _____

**EXHIBIT A
PROPERTY**

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