

Prepared by:

Return to:
Clare Hoeni
City Clerk
2 Commerce Blvd
Palm Coast, FL 32164

ANNEXATION PETITION AND AGREEMENT (RESIDENTIAL)

THIS ANNEXATION PETITION AND AGREEMENT is made this ____ day of _____, 200__,
by and between the City of Palm Coast, a municipal corporation organized and existing under the laws of the
State of Florida (hereinafter referred to as the "City"), whose address is 2 Commerce Boulevard, Palm Coast,
Florida 32164 and _____, whose address is

(hereinafter referred to as the "Owner" regardless of whether singular or plural).

WITNESSETH:

WHEREAS, Owner is the owner of certain real property located in Flagler County, Florida which real
property is more particularly described/addressed as _____
and is assigned Tax Parcel Identification Number _____ by the
Flagler County Property Appraiser (hereinafter the "Property"); and

WHEREAS, the Owner desires to obtain potable water and/or wastewater service(s) from the City and
recognizes that it is the lawful policy of the City to require annexation as a condition of the provision of such
service(s); and

WHEREAS, it is anticipated that the Property is or will be appropriate for annexation in the future
under the provisions of Chapter 171, *Florida Statutes*; and

WHEREAS, the Property is or will be contiguous to the City Limits of the City and the parties desire
that the annexation of the Property expeditiously; and

WHEREAS, Section 171.062(1), *Florida Statutes*, provides as follows:

"An area annexed to a municipality shall be subject to all laws,
ordinances and regulations in force in that municipality and shall be entitled
to the same privileges and benefits as other parts of that municipality upon
the effective date of the annexation."

; and

WHEREAS, the City agrees that it will provide potable water and/or wastewater service(s) for the
Property subject to the terms and conditions of this Agreement; and

WHEREAS, the purpose of this Agreement is to set forth the understandings and agreements of
the parties with respect to the foregoing, and other matters as set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained
herein, and other good and valuable consideration each to the other provided, the receipt and sufficiency of
which is hereby acknowledged, the parties agree as follows:

Section 1. Recitals. The above recitals are true and correct, are incorporated into this Petition and

Agreement by reference thereto, and form a material part of this Petition and Agreement upon which the parties have relied.

Section 2. Annexation. The Owner hereby irrevocably petitions the City for annexation of the Property into the City. This Petition and Agreement is irrevocable and shall touch and concern and burden the Property.

Section 3. Annexation Fees. It is understood and agreed that the Owner shall pay, upon demand, all fees, costs and expenses resulting on account of or in connection with the City's review and processing of the annexation Petition and Agreement and the annexation of the Property into the corporate limits of the City.

Section 4. General Obligations/Commitments of the Parties. The City agrees to provide potable water and/or wastewater service(s) to the Owner upon execution of this Petition and Agreement and upon the Owner providing such facilities as may be necessary to provide such service(s). Any and all lines, pumps, meters, mains, and all other facilities necessary to provide service(s), as determined by the City, shall be installed at the sole and exclusive cost and expense of the Owner. The Owner shall provide to the City, at the sole and exclusive cost and expense of the Owner, any and all easements and other rights-of-way as may be necessary, as determined by the City, to provide potable water and/or wastewater service(s) to the Property.

Section 5. Effectiveness of Petition/Agreement. This Petition and Agreement shall become effective upon its being duly executed by all of the parties hereto. The Owner agrees to indemnify and hold harmless the City from and against any and all claims, assertions, damages, judgment and lawsuits arising from the acts or omissions of the Owner or his/her/its officers, employees or agents under and pursuant to this Petition and Agreement.

Section 6. Successors and Assigns. This Petition and Agreement and the terms and conditions hereof shall be binding upon and inure to the benefit of the City and the Owner and their respective successors in interest. Following the recordation of this Petition and Agreement, the benefits and burdens of this Petition and Agreement shall become a covenant running with the title to the Property, and all parts and parcels thereof, and this Petition and Agreement shall be binding upon and inure to the benefit of both the City, and the Owner and his/her/its assigns and successors in interest to the said Property, and all parts and parcels thereof.

Section 7. Applicable Law. This Petition and Agreement and the provisions contained herein shall be construed, controlled and interpreted according to the laws of the State of Florida.

Section 8. Recording. The City shall, following full execution of this Petition and Agreement, and at the Owner's sole cost and expense, record a fully executed counterpart of this Agreement in the Public Records of Flagler County, Florida.

Section 9. Entire Agreement/Amendment. This Petition and Agreement constitutes the complete and entire agreement between the City and the Owner with respect to the subject matter hereof.

WHEREFORE, the parties hereto have caused these presents to be signed all as of the date and year first above written.

ATTEST:

CITY OF PALM COAST

BY: _____
Clare Hoeni, City Clerk

BY: _____
Jim Landon, City Manager
Under the authority of the City Charter
and the City Palm Coast City Council.

(SEAL)

Date: _____

PETITION AND AGREEMENT

I/We hereby petition the City of Palm Coast to annex the Property, as referred to in this Petition and Agreement. I/We recognize that the Petition and Agreement set forth herein is irrevocable.

WITNESSES:

OWNER

Signature

Signature

Printed Name

Printed Name

Signature

Signature

Printed Name

Printed Name

ACKNOWLEDGMENT

STATE OF FLORIDA)

COUNTY OF FLAGLER)

The foregoing instrument was acknowledged before me this _____ day of _____, 200__,
by _____, who is personally known to me and who did not take an oath.

WITNESS my hand and official seal this _____ day of _____, 200__.

Signature

Printed Name (Notary Public)

Approved by (Initials and date):

_____/_____/_____ Responsible Department Director
_____/_____/_____ City Finance
_____/_____/_____ City Attorney