



Department of
Planning and Community Development Services

123 North West Highway 19
Crystal River, Florida 34428
(352) 795-4216, Ext. 308
Fax: (352) 795-6245

**PETITION FOR VOLUNTARY ANNEXATION
AND
FUTURE LAND USE AND ZONING DESIGNATIONS APPLICATION**

This petition, dated this _____, day of _____, 20_____, to the City Council of the City of Crystal River, Florida, hereinafter called the "Council" from the undersigned Petitioners, hereinafter called the "Petitioner"

WITNESSETH

WHEREAS, the Petitioner is the owner or owners of the real property location entirely or partially within the unincorporated area of Citrus County, Florida; and

WHEREAS, such real property is compact and contiguous to the City of Crystal River, Florida; and

WHEREAS, the Petitioner desires that such real property be annexed to the City of Crystal River, Florida, and included within its municipal boundaries in its entirety; and

WHEREAS, the Council of the City is vested with the authority to grant this petition under the provisions of Section 171.044, Voluntary Annexation, Florida Statutes, to annex such real property and officially redefines the boundary lines of the municipality of the City of Crystal River to include such property.

1. Name of Petitioner(s): _____

Address of Petitioner(s): _____

City: _____ State: _____ Zip Code: _____ Phone # _____

Fax # _____ Email Address: _____

2. a. Parcel identification number(s) [from tax roll]: _____

b. Section: _____ Township: _____ Range: _____ Size of Property: _____

c. Legal Description (Please attach)

NOTE: It shall be the petitioner's responsibility to provide the correct legal description for the subject property. The application will not be processed until a correct legal description is provided. An electronic file of the legal description in Word format must be submitted with the application. The petitioner shall be responsible for paying all appropriate land use and zoning application fees.

3. Street address of the property (if the property has no street address the Department will complete this section):

a. Present County Future Land Use designation: _____

b. Present County Zoning District: _____

c. Requested City Future Land Use designation: _____

d. Requested City Zoning District: _____

If requesting PUD zoning, indicate what type of PUD:

Residential PUD: _____ Mixed Use PUD: _____ Non-residential PUD: _____

Proposed density: _____ Units per acre: _____

4. Description of the request: _____

5. The following items are required (The application will not be processed if these items do not accompany the application. Additional information may be requested as specified in Chapter 10 of the Crystal River Land Development Code):

- a. Deed or other acceptable proof of ownership.
- b. A property survey containing the legal description, land area, and existing improvements on the site. The survey shall be signed by a surveyor licensed in the State of Florida and shall have been performed not more than two (2) years prior to the date of application.
- c. When the petitioner is a representative of the property owner, a notarized statement authorizing the representative to act as an agent of the property owner with regard to the application and associated procedures.
- d. Proof of payment of all applicable fees.

Please be advised that if you are requesting PUD zoning, additional plans, documents, or reports that are necessary to support the application shall be submitted as specified in Section 10.01.03 of the Crystal River Land Development Code for PUD master plans.

This petition must bear the notarized signatures of all owners of property in the area proposed to be annexed. (Please make additional copies of this page if property has more than one owner)

I, _____, being first duly sworn, affirm and say that I am the owner of the property described above.

Owner's Signature

Address (Mailing)

Phone Number

City, State, Zip Code

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____, day of _____, 20____,

By _____, who is personally known to me or has produced _____ as identification and who did / did not take an oath.

NOTARY PUBLIC

Commission No.: _____

Commission Expires: _____

Affidavit for Agent Authorization (if applicable)

I, _____, owner of the property described above
(Name of Owner)

authorize _____ of _____ to
(Name of Agent) (Name of Business as applicable)

to serve as agent on my behalf for the purpose of making application for the proposed request. No further authorization is expressed or implied, than that which is described herein.

SIGNATURE: _____
(Signature of Owner)

Agent's Signature

Address (Mailing)

Phone Number

City, State, Zip Code

Email Address: _____

ATTENDANCE at the public hearing by the applicant or agent (as designated in writing) IS MANDATORY

Consult with City for required filing fees.

This Instrument Prepared by and Return To:
City of Crystal River
Planning & Community Development Services
123 North West Highway 19
Crystal River, Florida 34428
Attn: Planning & Community Development Director

Recording costs \$_____

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT is made on_____, 20____, by and between:

- _____ (“Owner”), whose mailing address is _____; and
- City of Crystal River (“City”), a Florida municipal corporation, whose mailing address for purposes of this Agreement is “Attention: Planning & Community Development Director, 123 North West Highway 19, Crystal River, Florida 34428.”

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 Citrus 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 may annex if and when it becomes contiguous provided that the service(s) are available for connection.
- 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 infrastructure.
 - 2) City requires customers or property requesting water or wastewater service from City to request that the property be voluntarily annexed into City if contiguous 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 Planning and Community Development Services 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 (including the land development regulations of the Code of Ordinances of City of Crystal River, Florida) relating to design and construction of project infrastructure for the Property; and
- b. Until the Property is annexed, Owner may also be required to adhere to Citrus County's criteria, standards and regulations relating to design and construction of project 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 Citrus County concerning the Property.

1.3.3. Owner shall comply with all 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.

**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 _____, 20____, by _____.

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

Commission Number: _____
Commission Expires: _____

Notary: Check on 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 _____, 20 __, by _____.

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

Commission Number: _____
Commission Expires: _____

Notary: Check on 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 _____, 20____, by _____.

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

Commission Number: _____
Commission Expires: _____

Notary: Check on 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 _____, 20____, by _____.

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

Commission Number: _____
Commission Expires: _____

Notary: Check on the following:

____ Personally known OR
____ Produced Identification (if this box is checked, fill in blanks below.)
Type of Identification Produced: _____

CITY

ATTEST:

City of Crystal River, a Florida municipal corporation

Mia Fink
City Clerk

Mayor

Approved as to form and legality

City Attorney

**STATE OF FLORIDA
COUNTY OF CITRUS**

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this ____ day of _____, 20____, by _____, as Mayor of the City of Crystal River, a Florida municipal corporation, on behalf of the City.

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

Commission Number: _____
Commission Expires: _____

Notary: Check on the following:

____ Personally known OR
____ Produced Identification (if this box is checked, fill in blanks below.)
Type of Identification Produced: _____

EXHIBIT A
PROPERTY