



# PRE-ANNEXATION AGREEMENT

City of New Port Richey  
Development Department  
City Hall, 5919 Main Street, 1<sup>st</sup> Floor  
New Port Richey, FL 34652  
Phone (727) 853-1038 Fax (727) 853-1052

CASE # \_\_\_\_\_

Date Received: \_\_\_\_\_

- Submit original signed and notarized application
- Submit 1 Hard Copy & 1 Digital Copy (Thumb drive or email)
- Submit fee \$400 (check made payable to the City of New Port Richey)

**THIS AGREEMENT**, made this \_\_\_\_\_ day of 20\_\_\_\_\_, is by and between the **CITY OF NEW PORT RICHEY**, a Florida municipal corporation (the "City") whose address is 5919 Main Street, New Port Richey, Florida 34652, and \_\_\_\_\_, (the "Petitioner"), who address is \_\_\_\_\_.

WHEREAS, the Petitioner is the contract purchaser of certain real property located in Pasco County, Florida (the "Property"), said Property being more particularly described in Exhibit "A" as attached hereto: and

WHEREAS, the Property is or will be contiguous at the time of annexation to the corporate limits of the City; and

WHEREAS, the Petitioner desires that the Property be annexed by the City for the purpose of having the Property included within the corporate limits of the City, and has petitioned the City to proceed with such annexation in accordance with the applicable provisions of the Florida Statutes of the City of New Port Richey Land Development Code; and

WHEREAS, the City desires to annex the Property, subject to the terms and conditions herein below stated;

NOW THEREFORE, in consideration for the mutual promises contained herein, and other good and valuable consideration, the parties agree as follows:

1. Recitals. The parties agree that the above recitals are true and correct.
2. Annexation. The City shall, at its earliest practical opportunity, take all necessary steps to annex the Property.
3. Land Use and Zoning Designations. The Petitioner warrants that the Property is or will be used for \_\_\_\_\_ . For such purpose(s), the parties agree that, with reference to the City's Comprehensive Plan and Land Development Code, the appropriate land use and zoning designations are \_\_\_\_\_ and \_\_\_\_\_, respectively. Subsequent to annexation, the City shall, without undue delay, initiate the necessary steps to so designate the Property.
4. Effect of Annexation. The land use, zoning and subdivision or other land development regulations of Pasco County, as they may apply to the Property, shall remain in full force and effect until the city adopts an amendment to its Comprehensive Plan which includes the Property; provided, however, that in the event of a conflict between the Pasco County criteria and that of the City as anticipated in paragraph three above, the more stringent criteria shall control. In all other respects,

the Property shall be subject to all laws, ordinances and regulations of the City immediately upon annexation, and shall thereafter be entitled to the same privileges and benefits as other parts of the City.

5. Dedication of Improvements. The Petitioner shall convey to the City upon request, by quitclaim deed, any or all transportation, water, sewerage, drainage or other improvements, whether existing or proposed, serving the Property. The Petitioner shall similarly convey grants of easement for such improvements. The Petitioner acknowledges and agrees that the City shall have no obligation to require and accept conveyance of such improvements, but may do so in its sole discretion.
6. Indemnification. The Petitioner shall indemnify and hold the City harmless from any and all claims, demands, damages or cost, including reasonable attorney's fees, incurred or arising in any manner from a legal challenge by third parties to annexation of the Property.
7. Agreement to Constitute Covenant Running with the Land. This Agreement shall be recorded in the Public Records of Pasco County, Florida, and shall constitute a covenant running with the Property and shall be binding in all respects on each party and their successors, assigns or legal representatives.
8. Modification. This Agreement may not be modified except in a writing signed by both parties.
9. Assignment. This Agreement may not be assigned by the Petitioner without the prior written consent of the City. Any assignment in violation of this provision shall be voidable at the sole discretion of the City.
10. Governing Law, Jurisdiction and Venue. This Agreement shall be construed in all respects in accordance with the laws of the State of Florida. The parties agree that jurisdiction and venue shall lie exclusively with the courts in and for Pasco County, Florida.
11. Attorney's Fees. In the event of any action, including litigation, commenced by either party to enforce the terms of this Agreement, the prevailing party shall be entitled to reimbursement by the other party of all costs, including a reasonable attorney's fee, incurred in such action.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the date first written above.

CITY OF NEW PORT RICHEY

PETITIONER

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

ATTEST:

ATTEST:

SEAL

SEAL

\_\_\_\_\_  
Judy Meyers, City Clerk

\_\_\_\_\_  
Rob Marlowe, Mayor-Council Member

APPROVED AS TO LEGAL FORM AND CONTENT

By: \_\_\_\_\_  
Tim Driscoll, City Attorney

Attach Exhibit "A"