



AGREEMENT FOR WATER SERVICE OUTSIDE  
THE CITY LIMITS AND COVENANT FOR ANNEXATION

THIS AGREEMENT made on this 14th day of March, 2016, by and between Lennar Homes, LLC. (Name of Corporation), hereinafter called the "Customer", and the CITY OF BOYNTON BEACH, a municipal corporation of the State of Florida, hereinafter called the "City".

WHEREAS, Customer owns real property outside of the jurisdictional limits of the City of Boynton Beach, Florida; and

WHEREAS, Customer has requested that the City of Boynton Beach, Florida provide water service to the property owned by Customer; and

WHEREAS, the City of Boynton Beach has the ability to provide water service to Customer's property; and

WHEREAS, the City of Boynton Beach has a policy which conditions the grant of water services outside of its jurisdictional limits on annexation of the property to be serviced into the City at the earliest practicable time.

NOW THEREFORE, for and in consideration of the privilege of receiving water service from the Municipal Water System and the mutual covenants expressed herein, the City of Boynton Beach and the Customer, his heirs, successors and assigns, agree as follows:

1. The City agrees to provide Customer with water service from its Municipal Water System to service the real property described as follows and which Customer represents is owned by Customer: (Exhibit A)
2. The Customer and the City hereby agree that there are 228.1 Equivalent Residential Connections which City shall service.
3. The Customer agrees to pay all costs and fees of engineering, material, labor, installation and inspection of the facilities as required by the City of Boynton Beach Code of Ordinances or Land Development regulations to provide service to the Customer's premises. The Customer shall be responsible for installation in conformance with all codes, rules and regulations applicable to the installation and maintenance of water service lines upon the Customer's premises. All such lines shall be approved by the Director of Utilities and subject to inspection by the City Engineers. The City shall have the option of either requiring the Customer to perform the work necessary to conform the lines or the City may have the work performed on behalf of the Customer, in which case the Customer will pay in advance all estimated costs thereof. In the event the City has such work performed, the Customer will also advance such additional funds as may be necessary to pay the total actual costs incurred by the City.
4. Any water main extension made pursuant to this Agreement shall be used only by the

Customer, unless written consent is granted by the City of Boynton Beach for other parties to connect. All connections shall be made in accordance with the Codes and regulations of Boynton Beach.

5. Title to all mains, extensions and other facilities extended from the City Water Distribution System to and including the metered service to Customer shall be vested in the City exclusively unless otherwise conveyed or abandoned to the property owner.

6. The Customer agrees to pay all charges, deposits and rates for service and equipment in connection with water service outside the City limits applicable under City Ordinances and rate schedules which are applicable which may be changed from time to time.

7. Any rights-of-way or easements necessary to accommodate the connections shall be provided by the Customer to the City.

8. The Customer shall, contemporaneously execute and deliver to the City an Irrevocable Special Power of Attorney granting to the City the power and authority to execute and advance on behalf of the Customer a voluntary petition for annexation. Customer covenants that it shall cooperate with the City and not raise opposition or challenge to such annexation if and when annexation is initiated. The property shall be subject to annexation at the option of the City at any time the property is eligible under any available means or method for annexation. Customer will inform any and all assigns or purchasers of any or part of this property of this covenant and of the irrevocable special power of attorney, but Customer's failure to provide such notice shall not constitute a defense or bar to the City's rights as set forth herein. The Customer acknowledges that the consideration of initially connecting to the City's water supply is sufficient to support the grant of the power of attorney any subsequent disconnection or lack of service shall in no way impair the power of attorney nor constitute a diminution or lack of consideration.

9. Annexation is intended to be and is hereby made a covenant running with the land described in paragraph 1 above. This Agreement and the power of attorney referenced herein is to be recorded in the Public Records of Palm Beach County, Florida, and shall be binding on the Customer and all subsequent transferee, grantees, heirs, successors and assigns.

10. It is agreed that the City shall have no liability in the event there is a reduction, impairment or termination in water service to be provided under this Agreement due to any prohibitions, restrictions, limitations or requirements of local, regional, State or Federal agencies or other agencies having jurisdiction over such matters. Also, the City shall have no liability in the event there is a reduction, impairment or termination of water service due to acts of God, accidents, strikes, boycotts, blackouts, fire, earthquakes, other casualties or other circumstances beyond the City's reasonable control.

11. The Customer hereby agrees to indemnify, defend and hold harmless the City of Boynton Beach, Florida, its Mayor, Members of the City Commission, Officers, employees and agents (Both in their individual and official capacities) from and against all claims, damages, law

suits and expenses including reasonable attorneys fees (whether or not incurred on appeal or in connection with post judgment collection) and costs rising out of or resulting from the Customer's obligation under or performance pursuant to this Agreement including disputes for breach of warranty of title.

12. No additional agreements or representations shall be binding on any of the parties hereto unless incorporated in this Agreement. No modifications or change in this Agreement shall be valid upon the parties unless in writing executed by the parties to be bound thereby.

13. The Customer warrants to the City that Customer holds legal and beneficial title to the property which is the subject of this Agreement.

**(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)**

WITNESS:

Witness Signature

Printed Witness Name

Witness Signature

Printed Witness Name

ATTEST:

Secretary

Print Name

FOR CORPORATE NOTARIZATION:

STATE OF Florida )  
 )ss:  
COUNTY OF Dade )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Carlos Gonzalez as VP of Lennar Homes named in the foregoing agreement and that he/she acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him/her by said Corporation and that the Corporate seal affixed thereto is the true corporate seal of said Corporation.

Witness my hand and official seal in the County and State last aforesaid this 4 day of March, 2016

NOTARY PUBLIC

Printed Name

My Commission Expires:



CORPORATION AS OWNER(S).

By:

Its: Vice President

Carlos Gonzalez

Print Name and Title

{CORPORATE SEAL}



**AGREEMENT FOR WATER SERVICE OUTSIDE THE CITY LIMITS AND  
COVENANT FOR ANNEXATION BETWEEN THE CITY OF BOYNTON BEACH AND  
Lennar Homes LLC (INSERT NAME)**

**CITY OF BOYNTON BEACH, FLORIDA,  
a Florida municipal corporation**

By: \_\_\_\_\_  
Lori LaVerriere, City Manager

ATTEST:

\_\_\_\_\_  
City Clerk

(SEAL)

Approved as to Form:

\_\_\_\_\_  
City Attorney

STATE OF FLORIDA            )  
  )ss:  
COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Lori LaVerriere, City Manager and \_\_\_\_\_, City Clerk respectively, of the City named in the foregoing agreement and that they severally acknowledged executing same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said City and that the City seal affixed thereto is the true corporate seal affixed thereto is the true corporate seal of said City.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

(Notary Seal)

\_\_\_\_\_  
Notary Public

My Commission Expires:



THIS INSTRUMENT PREPARED BY:  
James A. Cherof, Esquire  
City of Boynton Beach  
100 E. Boynton Beach Blvd.  
Boynton, Beach, Florida 33425

IRREVOCABLE SPECIAL POWER OF ATTORNEY  
(By Corporate Representative)

STATE OF FLORIDA

COUNTY OF PALM BEACH

I, Carlos Gonzalez, as Corporate Representative of Lennar Homes, LLC., hereinafter "Grantee", hereby make, constitute, and appoint THE CITY OF BOYNTON BEACH, FLORIDA, true and lawful attorney in fact for Grantee and in Grantee's name, place and stead, for the sole purpose of executing on behalf of Grantee the power to initiate, maintain, and complete a voluntary petition for annexation of the real property described herein into the CITY OF BOYNTON BEACH. This power shall extend to the CITY OF BOYNTON BEACH full and complete authority to act on Grantee's behalf to accomplish annexation by any available means. The real property which is the subject of this power is described as follows:

PCN No.: 00-42-46-02-00-000-5100, 5130, & 5140

The powers and authority of my attorney, THE CITY OF BOYNTON BEACH, FLORIDA, shall commence and be in full force and effect on the 14th day of March, 2016 and the powers and authority shall be irrevocable by Grantee.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the 4 day of March, in the year 2016.

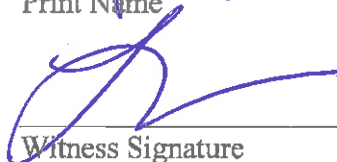
Sealed and delivered in the presence of

  
\_\_\_\_\_  
Witness Signature  
Yolanda Perez  
\_\_\_\_\_  
Print Name

Corporation Name: Lennar Homes LLC

By: 

Print Name and Title: Carlos Gonzalez, Vice President

  
\_\_\_\_\_  
Witness Signature  
Lily Gonzalez  
\_\_\_\_\_  
Print Name

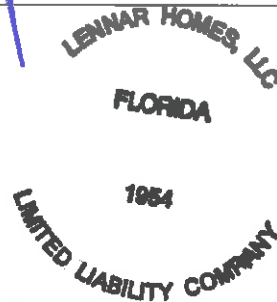
ATTEST

Secretary 

Corporate Seal:

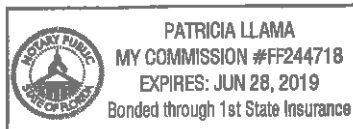
STATE OF Florida )  
COUNTY OF Dade )

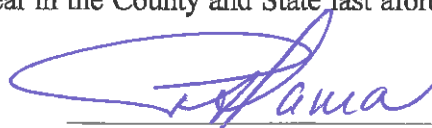
SS:



I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Carlos Gonzalez as Vice President of Lennar Homes named in the foregoing agreement and that he/she acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him/her by said Corporation and that the Corporate seal affixed thereto is the true corporate seal of said Corporation.

Witness my hand and official seal in the County and State last aforesaid this 4 day of March, 2016.



  
\_\_\_\_\_  
NOTARY PUBLIC  
Patricia Llama  
\_\_\_\_\_  
Printed Name

My Commission Expires: