



**AGREEMENT FOR WATER SERVICE OUTSIDE THE CITY LIMITS
AND
COVENANT FOR ANNEXATION
(Individuals)**

This Agreement, made on this _____ day of _____, 20____, by and between:

James M. Colby and Sherry Agnell Colby hereinafter called the "Owner(s),"

and

THE CITY OF BOYNTON BEACH, a municipal corporation of the State of Florida, hereinafter called the "City."

WITNESSETH, the City and the Owner(s), in consideration of the privilege of receiving water service from the City Water System and the mutual covenants expressed herein, the City of Boynton Beach and the Owner(s), the heirs, successors and assigns, agree as follows:

1. Owner(s) represents and covenants that it owns the following described real property (hereinafter "Property") located outside the boundaries of the City, but in the City's water and wastewater service area:

County Property Appraiser's Property Control Number (PCN) 00-43-45-09-09-000-2670

LEGAL DESCRIPTION: Lot 267, RIDGE GROVE – ADDITION NO 1, according to the Plat thereof on file in the office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 22, page 43; said lands situate lying and being in Palm Beach County, Florida.

2. The City agrees to provide Owner(s) with water services from the City Water System only as necessary to service the Property.

3. Owner(s) shall not use or supply water it receives from the City to service or benefit any property other than the Property described in paragraph 1 above, unless written permission is granted by the City of Boynton Beach.

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4. The Property requires __1__ (specify number) Equivalent Residential Connection(s).
5. The Owner(s) agrees to pay all costs of engineering, material, labor, installation, and inspection of the facilities as required by the City Code to provide service to the Owner(s)'s Property.
6. The Owner(s) shall be responsible for installation and conformance with all applicable codes, rules, and regulations of all service lines upon the Owner(s)'s Property and all such lines shall first be approved by the Director of Utilities and subject to inspection by the City Engineers.
7. The City shall have the option of either requiring (a) the Owner(s) to use a licensed contractor to perform the necessary work or (b) the City may have the work performed in which case the Owner(s) will pay in advance all estimated costs thereof. In the event the City has such work performed, the Owner(s) will also advance to the City such additional funds as may be necessary to pay the total actual costs of providing the work.
8. Any water main extension made under the Agreement shall be used only for Property of the Owner(s), unless written permission is granted by the City of Boynton Beach for other party or parties to connect pursuant to the Code of Ordinances and regulations of Boynton Beach.
9. Ownership and title to all mains, extensions, and other facilities extended from the City Water Distribution System to and including the metered service to Owner(s) shall be vested in the City exclusively unless otherwise conveyed or abandoned to the property owner.
10. The Owner(s) agrees to pay all charges, deposits, and rates for service and equipment in connection with water service outside the City limits applicable under City Code of Ordinances and rate schedules which are now applicable or as may be changed from time to time.
11. Owner(s) shall pay a twenty-five percent (25%) surcharge on all base facility and water use charges to the Property.
12. Any rights-of-way or easements needed by the City to provide water to the Property shall be provided by the Owner(s) and at the Owner(s)'s expense.
13. It is understood by the Owner(s), and shall be binding upon the Owner(s), his or her transferees, grantees, heirs, successors, and assigns, that all water to be furnished, supplied, and sold under this Agreement is made available from surplus. If the surplus does not exist at the time of Owner(s)'s actual request for commencement of service, as determined by the City's Director of Utilities, then this CITY, without liability, may refuse to initiate service to the subject Property.

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14. The Owner(s) further agrees in consideration of the privilege of receiving water service from said City, that the execution of this Agreement is considered to be a voluntary Petition for Annexation pursuant to Section 171.044 of the Florida Statutes or any successor or amendment thereto. Furthermore, should any other general law, special act, or local law be enacted which provides for voluntary or consensual annexation, this Agreement shall also be considered a request by the Owner(s) for annexation under such other laws. The Property shall be subject to annexation at the option of the City at any time eligible under any one or more of the above-referenced laws concerning annexation. Owner(s) will inform any and all purchasers of this property of this voluntary Petition for Annexation and its applicabilities to such purchasers.
15. The Owner(s) acknowledges that this Agreement is intended to be and is hereby made a covenant running with the land described in paragraph 1 above. This Agreement is to be recorded in the Public Records of Palm Beach County, Florida, and the Owner(s) and all subsequent transferees, grantees, heirs, or assigns of Owner(s) shall be bound by this Agreement.
16. 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
17. The Owner(s) hereby agrees to indemnify, defend and hold harmless the City of Boynton Beach, 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 Owner(s)'s obligation under or performance pursuant to this Agreement, including disputes for breach of warranty of title.
18. No prior or present 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.
19. The Owner(s) warrants to the City that the Owner(s) holds legal and beneficial title to the Property which is the subject of this Agreement.
20. In the event of a sale of the Property by Owner(s), Owner(s) agrees to provide written notice of the existence of this Agreement to the buyer of the Property prior to or in conjunction with the closing of the sale transaction.

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IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____ day of _____, 20___. Sealed and delivered in the presence of:

TWO WITNESSES as to each Owner:

INDIVIDUAL(S) AS OWNER(S):

First Witness Signature

Owner Signature

Printed Witness Name

Printed Owner Name

Second Witness Signature

Printed Witness Name

First Witness Signature

Owner Signature

Printed Witness Name

Printed Owner Name

Second Witness Signature

Printed Witness Name

FOR OWNER(S) NOTARIZATION:

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

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State of Florida and in the County of Palm Beach to take acknowledgments, personally appeared _____ as the Owner(s) named in the foregoing Agreement and that he/she acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily and that the individual was personally known to me or provided the following proof of identification: _____.

WITNESS my hand and official seal in the County and State last aforesaid this ___ day of _____, 20__.

(Notary Seal)

Notary Public Signature

Printed Name of Notary Public

My Commission Expires: _____

Commission Number: _____

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CITY OF BOYNTON BEACH, FLORIDA
A Florida municipal corporation

By: _____
Lori LaVerriere, City Manager

ATTEST:

City Clerk

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 of Florida and in the County of Palm Beach, to take acknowledgments, personally appeared Lori LaVerriere, Interim City Manager and Janet Prainito, City Clerk, respectively, of the City named in the foregoing Agreement and that they severally acknowledged executing same and voluntarily under authority duly vested in them by said City and that the City 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 _____, 20__

(Notary Seal)

Notary Public Signature

Printed Notary Public Name

My Commission Expires: _____

Commission No. _____