

THIS DOCUMENT PREPARED BY:

Office address: Town of Lake Placid  
311 West Interlake Blvd. Lake  
Placid, FL 33852

TOWN OF LAKE PLACID IRREVOCABLE  
ANNEXATION CONSENT

THIS IRREVOCABLE ANNEXATION CONSENT ("CONSENT") is granted to the Town of Lake Placid, a Florida Municipal Corporation, of 311 West Interlake Blvd, Lake Placid, Florida 33852 ("TOWN" or "GRANTEE") in consideration of the TOWN providing the present utility service below mentioned and -

<b>"OWNER" or "GRANTOR"</b>	OWNER NAME	_____
	OWNER NAME 2	_____
	OWNER NAME 3	_____

of (owner's address) \_\_\_\_\_

1. LAND. This CONSENT pertains to that certain real property described on Exhibit 1, entitled SUBJECT LAND, and hereinafter referred to as the "LAND". The undersigned represents that they are the owners of the LAND.

2. PRESENT UTILITY SERVICE. The OWNER desires immediate potable water and/or wastewater service by the LAKE PLACID REGIONAL UTILITY.

3. FUTURE UTILITY SERVICE. If either water or wastewater service is not presently available, the OWNERS, for themselves and their heirs and assigns forever, agree that when it becomes available (as determined by the TOWN for both location of lines and capacity), the then OWNER shall connect the utilities on the LAND to the LAKE PLACID REGIONAL UTILITY system, and further agrees that at the time of availability the then OWNER shall pay the ordained fees and charges required to hook up or connect to the LAKE PLACID REGIONAL UTILITY. This provision applies to the utilities which become available after the execution of this CONSENT.

4. CONSENT, PETITION AND AGREEMENT. The OWNER(S), for themselves and their heirs and assigns forever, (and for any registered elector who may come to live on the LAND) hereby irrevocably consents to and petitions the TOWN for annexation into the TOWN; waives the requirements and procedures of Chapter 171, Florida Statutes; and consents to be annexed at the pleasure of the TOWN. Considerations for this AGREEMENT are the covenants and promises herein set out.

5. ANNEXATION. Annexation of the LAND by the TOWN may occur at any time after the land is contiguous to the TOWN or when an area including the LAND becomes contiguous with the TOWN (the LAND may be annexed with other lands which are contiguous). The OWNER hereby assigns to the TOWN the absolute right to determine whether, when and how the LAND is contiguous.

6. REGISTERED ELECTORS - WAIVER. The OWNER and TOWN agree that the LAND may be annexed as though there are no registered electors upon the LAND at the time of annexation (even if there are registered electors residing on the LAND at the time of annexation). Annexation on a date in the future under this CONSENT may be done under Chapter 171 Florida Statutes, without consent, petition or vote of the then registered electors on the LAND or the then owners of the LAND. Annexation may be made even if the then owners of the LAND object. The OWNER waives all objections to annexation.

7. SEVERABILITY. If any provision of this CONSENT is held by a court of law having jurisdiction to be invalid, such provision shall be omitted from this Consent. The remainder hereof shall not be invalidated thereby and shall be given full force and effect. If any provision of this CONSENT may be construed in two or more ways, one of which would render the provision invalid, voidable or unenforceable and the other would render the provision valid and enforceable, such provision shall have the meaning which renders it valid and enforceable.

8. GOVERNING LAW. This CONSENT and all transactions contemplated hereunder shall be governed by, construed, and enforced in accordance with, the laws of the State of Florida.

9. INTERPRETATION. This CONSENT shall be interpreted without regard to any presumption or rule requiring interpretation against the drafting party.

10. WAIVER. Failure of the Town of Lake Placid to insist upon strict performance of any covenant or condition of this CONSENT, or to exercise any right herein contained, shall not be construed as a waiver or relinquishment for the future enforcement of any such covenant, condition or right; but the same shall remain in full force and effect.

11. RUNS WITH THE LAND. This CONSENT shall be recorded in the Public Records of Highlands County, Florida and shall be a lien on and run with the LAND and shall be binding upon OWNER and his or her successors and assigns, forever (each shall be deemed to take title subject to the terms of this CONSENT).

12. No representations or promises have been made to the landowner as consideration for the execution of this consent, EXCEPT AS STATED BELOW:

A. \_\_\_\_\_

B. \_\_\_\_\_

IN WITNESS WHEREOF we have hereunto set our hands and seals on the date set out beside our respective signatures:

OWNER NAME PRINTED \_\_\_\_\_ OWNER SIGNATURE \_\_\_\_\_

OWNER NAME PRINTE \_\_\_\_\_ OWNER SIGNATURE \_\_\_\_\_

OWNER NAME PRINTED \_\_\_\_\_ OWNER SIGNATURE \_\_\_\_\_

BEFORE ME, the undersigned authority, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_,

personally appeared \_\_\_\_\_

and \_\_\_\_\_, who being first by me duly sworn, say that they have read the above TOWN OF LAKE PLACID IRREVOCABLE ANNEXATION CONSENT and have personal knowledge of the facts and matters alleged in it and that each of the facts and matters is true and correct. They are personally known to me or presented \_\_\_\_\_ as identification.

Notary Public, State of Florida

Printed Name: \_\_\_\_\_

My Commission Expires:

Page \_\_\_ of \_\_\_

ANNEXATION CONSENT \_\_\_\_\_



**TOWN OF LAKE PLACID  
ANNEXATION CONSENT PROPERTY DESCRIPTION  
SUBJECT LAND**

**EXHIBIT 1**

DATE

OWNER NAME

OWNER NAME 2

OWNER NAME 3

PARCEL ID

PROPERTY ADDRESS

**PROPERTY LEGAL DESCRIPTION**

Page \_\_\_\_ of \_\_\_\_

THE DESCRIPTION ABOVE DESCRIBES THE  
PROPERTY TO BE ANNEXED  
SIGNATURE \_\_\_\_\_

*ANNEXATION CONSENT* \_\_\_\_\_