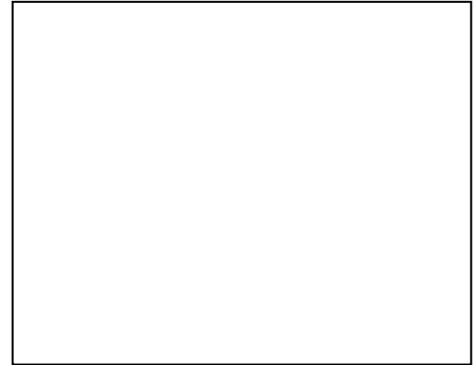


THIS INSTRUMENT PREPARED BY:

Community Development Department  
City of Leesburg  
P. O. Box 490630  
Leesburg, Florida 34749-0630

PLEASE RETURN TO:

City Clerk  
City of Leesburg  
P. O. Box 490630  
Leesburg, Florida 34749-0630



## COVENANT TO ANNEX

(RESERVED FOR RECORDING)

THE UNDERSIGNED \_\_\_\_\_ (hereafter referred to as "Owner") is the owner in fee simple of the real property described more particularly on Exhibit "A" attached (hereafter referred to as the "Property"), and has requested one or more municipal utility services from the CITY OF LEESBURG, FLORIDA (hereafter referred to as the "City"). The Property currently lies outside the municipal boundaries of the City. The City has agreed to provide the requested utility services, and in addition to any other consideration for the provision of those services by the City, Owner has entered into this Covenant freely and voluntarily. Owner acknowledges that but for the undertakings of Owner in this Covenant, the City would not have agreed to provide utility services to the Property, and therefore Owner agrees that the City has relied on this Covenant in providing utility services to the Property, that the City was justified in doing so, and that Owner shall be stopped, by such reliance on the part of the City, from disputing the validity or enforceability of this Covenant.

NOW THEREFORE, in addition to the terms and conditions set forth above, Owner agrees as follows:

1. This Covenant shall be recorded in the Public Records of Lake County, Florida. This Covenant and all undertakings of the Owner hereunder shall constitute covenants running with title to the Property and shall be binding not only on Owner, but also on anyone who in the future claims any right, title, or interest in the Property, whether by, through, under or against Owner or any of Owner's heirs, devisees, successors or assigns whomsoever. If the Property is subdivided into lots or parcels which are conveyed separately to different owners, all such owners of any portion of the Property, and their successors, shall be bound by the terms of this Covenant in the same manner as it would bind anyone who purchased the Property as a whole, without subdivision.

2. The Property currently is not eligible for annexation into the corporate limits of the City, for one or more reasons which may include, but shall not be limited to, lack of contiguity with the City's current municipal boundaries. Owner does hereby request that the Property be annexed into the City at such time as the Property becomes eligible for annexation, and agrees to execute such applications and other documents as the City may reasonably request, to effectuate annexation of the Property. Owner

understands and agrees that upon annexation, the Property will become subject to all ordinances of the City, and that it will be subject to taxation and regulation by the City.

3. Owner hereby agrees that at the option of the City, this Covenant may be construed as a continuing and irrevocable application to annex the Property into the municipal limits of the City, and that at such time as the Property becomes eligible for annexation, the City Commission may act upon this Covenant and annex the Property in the same manner as if Owner or the person or entity then vested with title to the Property had filed an application to annex the Property. Owner agrees that neither Owner nor anyone claiming any interest in the Property or any portion thereof, by, through, under or against Owner, will object to annexation of the Property once it becomes eligible for annexation, or attempt to block annexation of the Property by any means whatsoever.

4. In the event Owner or successor in title of Owner violates any term or condition of this Covenant, then in any litigation arising out of that violation, the City shall be entitled to recover its court costs and reasonable attorney's fees.

IN WITNESS WHEREOF, Owner has signed this Covenant.

WITNESSES:

OWNER:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Type or print name of witness

\_\_\_\_\_

Type of print name of party

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Type or print name of witness

\_\_\_\_\_

Type of print name of party

STATE OF FLORIDA  
COUNTY OF LAKE

EXECUTION of the foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, who were either [CHECK ONE] \_\_\_ personally known to me, or who \_\_\_\_\_ produced \_\_\_\_\_ as identification.

\_\_\_\_\_

NOTARY PUBLIC

\_\_\_\_\_

Commission expiration date

\_\_\_\_\_

Typed or printed name of Notary

\_\_\_\_\_

Serial/Commission Number