

Prepared by and Return To:

Fred Reilly, Esquire

City Attorney - City of Haines City

620 East Main Street

Haines City, Florida 33844

(863) 421-3650

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## VOLUNTARY ANNEXATION AGREEMENT

This Agreement is made and entered into by and between **CITY OF HAINES CITY**, a municipal corporation, with an address of 620 East Main Street, Haines City, Polk County, Florida (hereafter "CITY"), and **Sonny M Advincula, Jr.** and **Fe Evelyn Advincula**, with a mailing address of **1039 Shawnda Lane, Kissimmee Florida 34744** (hereafter "OWNER").

### RECITALS

1. The OWNER owns property currently located at **0 RWS Ranch RD**, Haines City, in unincorporated Polk County, Florida, described and depicted in Exhibit "A" attached to and incorporated in this Agreement (hereafter the "Property").
2. The Property is currently located in unincorporated Polk County and is currently zoned for **RL-3 Residential Low Density**.

3. The CITY pursuant to applicable law adopted ordinance establishing the Haines City Water and Wastewater Service Area (hereafter “Exclusive Service Area”) and authorizing extension of potable water, wastewater, and irrigation services beyond the corporate limits of the CITY.

4. The CITY has extended water supply lines and wastewater collection lines outside the territorial limits of Haines City to service and supply water and wastewater utilities to property owners and users outside the municipal limits and within the Exclusive Service Area.

5. The OWNER is interested and desirous of obtaining services and benefits provided by the CITY to property owners and users inside the municipal limits.

6. The CITY has identified the Property as a logical candidate for annexation into the CITY and, as such, the CITY will exercise its planning authority over the Property upon annexation.

7. The CITY has encouraged OWNER to annex into the CITY and anticipates the continuing permanent benefit which the CITY will receive by virtue of annexing OWNER’s Property and acquiring the right to provide municipal services to OWNER’s Property.

8. CITY and OWNER hereby acknowledge and warrant to the other that this Agreement and any future acts as required hereby are binding and enforceable on the CITY and OWNER in accordance with their terms. OWNER hereby further

represents that it has the unrestricted right to impose all of the covenants and conditions set forth herein and as contemplated by the CITY's Land Development Regulations.

ACCORDINGLY, in consideration of the above Recitals and other good and valuable consideration the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

**SECTION 1. RECITALS.** The above Recitals are true and correct, and form a material part of this Agreement.

**SECTION 2. AUTHORITY.** This Agreement is entered into under the authority of the Florida Constitution (including Article VIII, Section 2(b) thereof), the general powers conferred upon municipalities by statute and otherwise (including Chapter 163 and 166, Florida Statutes), and the CITY's Charter. The parties specifically agree that this Agreement does not constitute a "development agreement" under the Florida Local Government Development Agreement Act, Section 163.3220-163.3243, Fla. Stat., nor do the provisions of said supplemental act apply to this Agreement.

**SECTION 3. ANNEXATION.** By signing this Agreement, OWNER hereby files a Petition for Voluntary Annexation of the Property conditioned upon the prior or concurrent adoption of this Agreement. The CITY shall initiate the process to accomplish the annexation in accordance with law at a time and in a manner of its choosing in its sole discretion.

**SECTION 4. REPRESENTATION OF OWNERSHIP.** OWNER is the fee simple owner of record of property located in Polk County, Florida, legally described in Exhibit “A” attached hereto and made a part hereof (hereafter “the Property”).

**SECTION 5. SUBMISSION OF PLANS.** When appropriate, the OWNER or designated agent agrees to submit plans to CITY, which plans shall address the overall public service facility needs of the area proposed for utility and other municipal services. Such plans, upon approval by all applicable CITY Staff agencies, shall become a part of this Agreement between the CITY and the OWNER.

**SECTION 6. PETITION AND CONSENT TO ANNEX.** In consideration for the services and other benefits to be provided by the CITY to the OWNER, the OWNER hereby petitions the CITY, agrees and consents to voluntarily annex all of the property described above into (either all at once or in portions over time as designated by the CITY) the municipal boundaries of the City of Haines City, at such times and in such acreage (until all the property is annexed) as the CITY deems reasonably appropriate and providing there are no costs to OWNER. Said voluntary annexation shall be affected in accordance with the general laws of the State of Florida that apply to voluntary annexation, and this Agreement shall constitute the petition and consent required by Chapter 171, Florida Statutes. At such time as the above Property shall become contiguous to property located within the municipal limits of Haines City, Florida, the OWNER shall perform such necessary acts, execute such necessary documents and comply with such necessary procedures as shall be required to voluntarily annex the above property. This

Agreement constitutes consent to annex the property under the voluntary procedures and under other annexation procedures authorized by the Florida Statutes.

**SECTION 7. EXCLUSIVE SERVICE AREA OF CITY.** OWNER acknowledges, agrees, and states its preference that, so long as the CITY fulfills its duty to provide water and sewer service to the Property, the CITY shall be the exclusive provider of water and sewer service to the Property.

**SECTION 8. BINDING AGREEMENT.** This Agreement shall run with the land and be binding upon all parties or persons subsequently owning the above property and by acceptance of a conveyance, grant, devise, lease or mortgage, all grantees, devisees, lessees and assigns and all parties claiming by, through, or under such person or entity, agree to be bound by all of the provisions of this agreement.

**SECTION 9. DEFAULT; ENFORCEMENT.** A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which shall include, but not be limited to, the right to damages, injunctive relief and specific performance. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees at all pre-trial, trial, appeal and alternative dispute resolution levels.

**SECTION 10. GOVERNING LAW.** This Agreement shall be construed in accordance with the laws of the State of Florida.

**SECTION 11. BINDING EFFECT; ASSIGNABILITY.** This Agreement, once effective, shall be binding upon and enforceable by and against the parties hereto and their assigns. This Agreement shall be freely assignable by the OWNER to various successive owners without the need for consent by the CITY. OWNER shall, however, provide written notice to the CITY of any and all such assignees. The parties hereby covenant that they will enforce this Agreement and that is a legal, valid and binding Agreement.

**SECTION 12. RECORDATION.** A copy of this Agreement shall be recorded by the CITY at the CITY's expense, in the Public Records of Polk County, Florida, upon taking effect.

**SECTION 13. DISCLAIMER OF THIRD-PARTY BENEFICIARIES.** This Agreement is for the sole benefit of the parties hereto, and no right of action shall accrue upon or by reason hereof, to or for the benefit of any third party. Nothing in this Agreement either express or implied is intended or shall be construed to confer upon or give any person, corporation or governmental entity other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof, and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

**SECTION 14. ARMS LENGTH NEGOTIATION.** This Agreement is the result of mutual arms length negotiations between the parties. Accordingly, this Agreement shall be construed equally between the parties.

**SECTION 15. WAIVER; REMEDIES.** No failure or delay on the part of either party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any waiver on the part of either party of any right, power, or privilege hereunder operate as a waiver of any other right, power, or privilege hereunder, nor will any single or partial exercise of any right, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power, or privilege hereunder.

**SECTION 16. EXHIBITS.** All exhibits attached hereto are hereby incorporated in and made a part of this Agreement as if set forth in full herein.

**SECTION 17. NOTICE; PROPER FORM.** Any notice to be given shall be in writing and shall be sent by certified mail, return receipt requested, to the party being noticed at the following addresses:

AS TO CITY:        James R. Elensky, City Manager  
                          City of Haines City  
                          620 East Main Street  
                          Haines City, Florida 33844

COPY TO:            Fred Reilly, City Attorney Reilly  
                          International Law Firm Post  
                          Office Box 2039  
                          Haines City, Florida 33845

AS TO OWNER: Sonny M. Advincula, Jr. and Fe Evelyn Advincula  
1039 Shawnda Lane,  
Kissimmee, Florida 34744

**SECTION 18. ENTIRE AGREEMENT.** This Agreement sets forth all of the promises, covenants, agreements, conditions and understandings between the parties hereto, and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, express or implied, oral or written, except as herein contained.

**SECTION 19. AMENDMENT.** Amendments to and waivers to the provisions of this Agreement shall be made by the parties only in writing by formal amendment.

**SECTION 20. TIME OF THE ESSENCE.** Time is hereby declared of the essence in the performance of each and every provision of this Agreement.

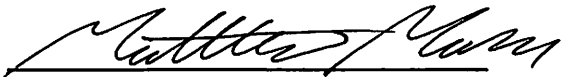
DATED this 17<sup>th</sup> day of October, 2023.



WITNESS

Donald J. Mason


(Type or Print Name)



WITNESS

Matthew Mason

(Type or Print Name)

By: 

(Owner's Signature)

Sonny M. Hudson, Jr.

(Type or Print Owner's Name)

**STATE OF FLORIDA**  
**COUNTY OF POLK**

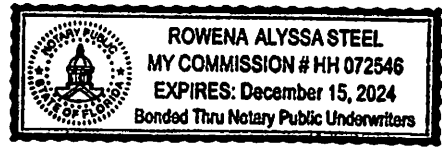
The foregoing instrument was signed, sealed, delivered, and acknowledged before me by means of physical presence X or online notarization \_\_\_\_ before me this 17<sup>th</sup> day of October 2023, by Sonny Advincula, Jr. and Fe Everyln Advincula who is personally known to me \_\_\_\_ or has produced DL as identification.

**WITNESS** my signature and official seal in the county and state, aforesaid.

Notary Public Signature: *Rowena Steel*

Print Name: Rowena Steel

My Commission Expires: December 15, 2024 (Affix Notary Seal)



DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**CITY OF HAINES CITY, FLORIDA**  
**a municipal corporation**

APPROVED:

ATTEST:

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H.L "Roy" Tyler, Mayor – Commissioner

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Sharon Lauther, MMC, City Clerk

**STATE OF FLORIDA**  
**COUNTY OF POLK**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by H.L "Roy" Tyler, as Mayor, and Sharon Lauther, as City Clerk, on behalf of the City of Haines City, a Florida municipal corporation. They are personally known to me or have produced

\_\_\_\_\_ as identification and who  did  did not take an oath.

My Commission Expires:

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
Name Typed or Printed

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Fred Reilly, City Attorney

**EXHIBIT A**

Parcel ID: 27-27-07-727000-010150

Property Owner: Sonny M. Advincula, Jr. and Fe Evelyn Advincula

Property Address: 0 RWS Ranch RD, Davenport, Florida 33837

Legally Described As:

TRACT 15 IN THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 27 SOUTH,  
RANGE 27 EAST, OF FLORIDA DEVELOPMENT CO. TRACT, according to Map  
or Plat thereof as recorded in Plat Book 3, Page 60 through 63, of the Public Records  
of Polk County, Florida.