

**THIS INSTRUMENT PREPARED BY:**

City of Lakeland, Water Utilities Department, Engineering  
501 East Lemon Street  
Lakeland, Florida 33801  
(863) 834-6180 or (863) 834-8316

City File: \_\_\_\_\_  
Project: \_\_\_\_\_

Parcel I.D. # \_\_\_\_\_  
\_\_\_\_\_

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**WATER UTILITY SERVICE AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2004, at  
Lakeland, Polk County, Florida, by and between the CITY OF LAKELAND, FLORIDA, a Florida  
municipal corporation, (hereinafter called the "CITY") and \_\_\_\_\_ (hereinafter  
called "OWNER"); and whose address is \_\_\_\_\_.

**WITNESSETH:**

**WHEREAS**, the City and the Owner are desirous of extending City's Municipal *Water  
Distribution* \_\_\_\_ (check) *and/or Wastewater Collection* \_\_\_\_ (check) *System (hereafter called  
"Utility System")* to lands now owned by the Owner and more particularly described in Exhibit  
"A," attached hereto and hereinafter referred to as the "Property."

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Subject to available treatment, *distribution*, transmission and disposal capacity, the City will permit an expansion of its *utility system* to serve the Property.

2. The Owner shall provide, at no cost to the City, necessary easements and/or Quitclaim Deeds on the Property as required for this *utility system*. [Mortgagee shall execute any and all necessary documents as may be necessary to accomplish same]. The Owner shall bear the entire cost of extending the City's *utility system* to the Property and, if applicable, participate in the proportionate reimbursement of *utility service* benefit accrued to the subject property due to the extension of utility facilities by others, in accordance with the City's adopted *administrative policies, and Resolution No. 4272*.

3. The Owner of the Property has filed a Petition for Voluntary Annexation, pursuant to Florida Law, and does hereby consent to the adoption of a Voluntary Annexation Ordinance having the effect of including the Property within the territorial limits of the City of Lakeland, Florida, at such time as the City Commission, in its sole discretion, shall determine.

4. All improvements constructed upon the property described herein shall be so constructed in compliance with City of Lakeland Building Code, the City of Lakeland Fire Code, and such other Codes of the City of Lakeland which are applicable to construction and development.

5. The Owner's utilization of the City *utility* facilities shall be subject to the rules and regulations established by State and Federal regulatory agencies, and applicable City ordinances, policies, and procedures.

6. Nothing contained herein shall be construed as reserving or allocating any portion of the City's *utility* treatment capacity to serve the Property.

7. As further consideration for the City's agreement to *permit the extension of utility services* to the property, the undersigned parties agree that said property shall be subject to the provisions of each and every City of Lakeland Impact Fee Ordinance and the Owner shall pay all applicable City of Lakeland impact fees. Any fees paid pursuant to any such Ordinances shall be due at the time the parties obtain a permit for connection to the *City's Utility System*. Any such fee paid to the City shall be deposited to the fund created by said Ordinance for the district which is in the closest proximity to the property as determined by the City's Director of Planning and Community Development.

8. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors, assigns, and grantees.

IN WITNESS WHEREOF, the parties do hereby set their hands and seals the day and year first above written.

Witnesses as to signatures:

**“OWNER”**

\_\_\_\_\_  
(Print Witness Name)

By: \_\_\_\_\_

(Print Owner Name)  
(Owner Title)

\_\_\_\_\_  
(Print Witness Name)

\_\_\_\_\_  
Print Name:  
Corporate Secretary (if applicable)

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

**THE FOREGOING INSTRUMENT** was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2004 by \_\_\_\_\_, who is [personally known to me] or [who has produced \_\_\_\_\_ as identification].

(Seal)

\_\_\_\_\_  
Notary Public, State of Florida  
Print Name: \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**ATTEST:**

**CITY OF LAKELAND:**

\_\_\_\_\_  
KELLY KOOS, CITY CLERK

\_\_\_\_\_  
RALPH L. FLETCHER, MAYOR

**APPROVED AS TO FORM AND CORRECTNESS:**

\_\_\_\_\_  
TIMOTHY MCCAUSLAND, CITY ATTORNEY