ANNEXATION

Alachua County v. Florida Rock Industries, Inc.,
834 So. 2d 370 (Fla. 1st Dist. App. 2003)

A county may no longer enforce a developer's agreement made between the county and a private party, after a city government annexes the private party's land and the city government adopts a comprehensive plan that includes the land. Without jurisdiction over the property, the county may not enforce a developer's agreement on the property.

FACTS AND PROCEDURAL HISTORY

Florida Rock Industries, Inc., requested permission to build a cement plant in an unincorporated area of Alachua County with the approval of the Alachua County Board of County Commissioners. Florida Rock and Alachua County entered into a developer's agreement under which Florida Rock agreed to environmental monitoring of its activities. Subsequently, Florida Rock applied to the contiguously located City of Newberry for annexation. The City of Newberry annexed Florida Rock's land, amended its comprehensive plan to incorporate the newly annexed land, and adopted a developer's resolution to supplant the agreement between Alachua County and Florida Rock.

Alachua County sued Florida Rock for breach of contract under the developer's agreement. The circuit court held that Alachua County no longer had authority to enforce its developer's agreement with Florida Rock because Florida Rock now fell under the jurisdiction of the City of Newberry. Alachua County appealed and the First District Court of Appeal affirmed.

ANALYSIS

Land "annexed to a municipality shall be subject to all laws, ordinances, and regulations in that municipality," and "any county land use plan and county zoning or subdivision regulations . . . remain in full force and effect until the municipality adopts a comprehensive plan amendment that includes the annexed area." *Florida Rock Industries, Inc.*, 834 So. 2d at 371–372 (citing Fla.

Stat. § 171.062 (1999)). As a result of the City of Newberry's annexation of Florida Rock's property, the City became a "successor in interest" to the developer's agreement between Alachua County and Florida Rock. *Id.* at 371 (citing Fla. Stat. § 163.3239 (1999)). Accordingly, the City of Newberry was authorized to enter into a new developer's agreement with Florida Rock. *Id.* at 371 (citing Fla. Stat. §§ 163.3220–163.3243 (1999)). Because the annexation of Florida Rock's property gave the City of Newberry jurisdiction over the land, the City could exercise authority over the entire area by adopting a new comprehensive plan to supplant the developer's agreement between Alachua County and Florida Rock. *Id.* (citing Fla. Stat. § 163.3220(3), (6) (1999)). As a result, Alachua County lacked authority to enforce its previous developer's agreement with Florida Rock because Florida Rock was no longer within Alachua County's jurisdiction.

SIGNIFICANCE

When a city annexes land that was formerly part of an unincorporated county area, the city may then act as a "successor in interest" to existing agreements between the county and landowner. The city may create a comprehensive plan amendment to supplant such developer's agreements. Once an amendment is enacted, the county may not enforce its prior developer's agreement with the landowner because the county no longer maintains jurisdiction over that land.

RESEARCH REFERENCES

- 12 Fla. Jur. 2d *Counties and Municipal Corporations* § 68 (1998 & Supp. 2003).
- Alison Yurko, *A Practical Perspective about Annexation in Florida*, 25 Stetson L. Rev. 699 (1996).

Jason M. Bard

Annexation

Blanton v. City of Pinellas Park, 854 So. 2d 729 (Fla. 2d Dist. App. 2003)

An annexation agreement and subsequent replat request between a municipality and a landowner—both granting the municipality an access easement to the property for municipal purposes—do not confer third-party beneficiary status to the owner of an adjacent, landlocked parcel of land, even when the annexed and replatted land provides the only reasonable and practical access to the landlocked land.

FACTS AND ANALYSIS

In 1910, Pinellas Groves, Inc., transferred a ten-acre parcel of land to Henry H. Blanton's predecessor in title, landlocking the property and leaving the only reasonable and practical access to the property through land owned by Pinellas Groves. Blanton, as trustee for a profit-sharing plan, purchased the landlocked property in 1975, and in 1997 filed suit against the current owners of the Pinellas Groves land and the City of Pinellas Park, attempting to force them to grant him access to his land.

Blanton argued that his right to access across the land was based on, among other things, his status as a third-party beneficiary to an annexation agreement and subsequent replat request between the City and the current owners of the Pinellas Groves property. Both the annexation agreement and the replat reserved an access easement to the City for City purposes.

The circuit court held that the annexation agreement and subsequent replat did not give Blanton third-party beneficiary status to enforce the access provisions of the annexation agreement or the replat. The Second District Court of Appeal affirmed the circuit court's finding without discussion.

SIGNIFICANCE

Blanton addressed the issue of whether an annexation agreement and subsequent replat granting a municipality an access easement across land adjacent to landlocked land confers third-party beneficiary status—and thus the right to enforce the access provision granted to the municipality—to the owner of the landlocked land. The Second District made it clear that an access

easement granted to a municipality cannot be enforced by the owner of landlocked land adjacent to annexed and replatted land, even when the annexed and replatted land is the only reasonable and practical access to the landlocked land.

Earlier caselaw concerned common law rather than statutory ways of necessity, thus the Second District certified the following question as a matter of great public importance: "Does the Marketable Record Title to Real Property Act, Chapter 712, Florida Statutes, operate to extinguish an otherwise valid claim of a statutory way of necessity when such claim was not timely asserted under the provisions of that act?" *Blanton*, 854 So. 2d at 731 (all capitals omitted).

RESEARCH REFERENCE

- 25 Am. Jur. 2d *Easements and Licenses in Real Property* §§ 124–125, 135 (1996).

Elizabeth G. Bourlon