

RESOLUTION NO. 2022 - 060

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, REPEALING RESOLUTION 2021-009 AND CONSENTING TO A NEW AGREEMENT WITH THE CITY OF COOPER CITY PROVIDING WATER SERVICES TO 5950 ASAD COURT, 13590 STIRLING ROAD, 5850 ASAD DRIVE, AND 5900 ASAD WAY, FOUR SINGLE FAMILY HOMES LYING WITHIN THE TOWN OF SOUTHWEST RANCHES, FLORIDA; PROVIDING THAT NO FURTHER EXPANSION OF SERVICE SHALL BE PERMITTED WITHOUT THE EXPLICIT WRITTEN CONSENT OF THE TOWN; PROVIDING FOR A CERTIFIED COPY OF THIS RESOLUTION TO BE FURNISHED TO THE CITY OF COOPER CITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on November 19, 2020 Resolution 2021-009 was approved by the Town Council to provide water service to the properties attached hereto and incorporated herein by reference as Exhibit A; and

WHEREAS, the Asad Family ("Owners"), are constructing four single family homes in the Town of Southwest Ranches, as described in Exhibit "A", attached hereto and incorporated herein by reference; and

WHEREAS, the Owners are desirous of obtaining water services for their homes, however, water services are not available from the Town of Southwest Ranches; and

WHEREAS, the City of Cooper City, a neighboring municipality, has capacity to provide these four homes with water services, and is willing to provide such services to the Owners; and

WHEREAS, the agreement approved previously under R-2021-009 approved a 1.5 inch meter for the properties and the Owners wish to upsize the capacity and increase to a 2 inch meter; and

WHEREAS, a new agreement attached hereto and incorporated herein by reference as Exhibit "B" has been developed by the City of Cooper City to reflect the larger size meter and they request that all parties approve of the new agreement; and

WHEREAS, the Owners are desirous of obtaining water services from the City of Cooper City, and has requested the Town's consent for the connection; and

WHEREAS, the Town of Southwest Ranches consents to the connection provided that no further expansion of service occurs without the specific written consent of the Town; and

WHEREAS, the Owners agrees that they shall solely be responsible for all costs of connecting to the water facilities from the City of Cooper City, including all ongoing costs of water and maintenance of the utility connections.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AS FOLLOWS:

Section 1: Recitals. The above recitals are true and correct and are incorporated herein by this reference.

Section 2: The Town of Southwest Ranches, Florida hereby repeals the consent previously provided under Resolution 2021-009 and now consents to the City of Cooper City providing water services to 5950 Asad Court, 13590 Stirling Road, 5850 Asad Drive, and 5900 Asad Way, under the terms of the new agreement attached hereto and incorporated herein by reference as Exhibit "B", provided that no further expansion of service shall be permitted without the explicit written consent of the Town.

Section 3. A certified copy of this Resolution shall be provided to the City of Cooper City.

Section 4. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest

Ranches, Florida, this 23RD day of June 2023 on a motion by

Vice Mayor Jablonski and seconded by Council Member Kuczenski.

Breitkreuz	<u>Yes</u>	Ayes	<u>4</u>
Jablonski	<u>Yes</u>	Nays	<u>0</u>
Albritton	<u>Yes</u>	Absent	<u>1</u>
Hartmann	<u>Absent</u>	Abstaining	<u>0</u>
Kuczenski	<u>Yes</u>		

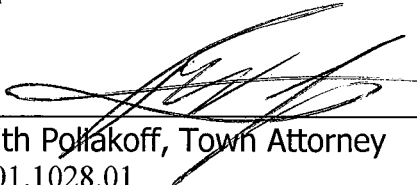
[Signatures on Next Page]


Steve Brekke, Mayor

Attest:


Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:


Keith Pollakoff, Town Attorney
1001.1028.01

WATER AGREEMENT

FOR SINGLE-FAMILY HOMEOWNER

FOR: BAJANDAS, RICHARDO Wafa Issa Asad Irrev TR
(NAME OF OWNER)

LOCATION: 13590 STIRLING RD SOUTHWEST RANCHES, FL 33330

THIS AGREEMENT effective this ____ day of ____, ____ made and entered into by and between:

THE CITY OF COOPER CITY, a municipal corporation of the State of Florida, hereinafter referred to as the "CITY," the Town of Southwest Ranches, a municipal corporation of the State of Florida, hereinafter referred to as the "TOWN," and BAJANDAS, RICHARDO Wafa Issa Asad Irrev TR an individual with a property address of 13590 STIRLING RD SOUTHWEST RANCHES, FL 33330 hereinafter referred to as the "OWNER." CITY, TOWN, and OWNER may hereinafter be collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, CITY is the owner and operator of a water treatment plant, together with water distribution facilities known as COOPER CITY WATER SYSTEM; and

WHEREAS, OWNER controls certain real property in Broward County, Florida, as shown and described in Exhibit "A" attached hereto and made a part of hereof; and all references made in this Agreement to PROPERTY shall refer specifically to OWNER'S PROPERTY described in Exhibit "A" attached; and

WHEREAS, the PROPERTY is located in the TOWN; and

WHEREAS, OWNER desires to procure water service from CITY for the PROPERTY; and

WHEREAS, Section 19-142 of the CITY's Code of Ordinances authorizes the CITY to provide water service outside of the CITY's municipal boundaries, subject to Ch. 180, F.S., and the terms and conditions set forth in the CITY Code; and

WHEREAS, Section 180.19, F.S., authorizes a municipality to provide water service outside of its corporate limits and in another municipality, subject to the terms and conditions as may be agreed upon between such municipalities and the owner of the property receiving such service; and

WHEREAS, the Parties desire to enter into an agreement setting forth the mutual understandings and undertaking regarding the furnishing of said water services for the PROPERTY; and

WHEREAS, the Cooper City City Commission has approved this Agreement and has authorized the proper CITY officials to execute this Agreement by motion passed at a regular City Commission meeting on _____, 20____; and

WHEREAS, the Cooper City City Commission has approved this Agreement and has authorized the proper CITY officials to execute this Agreement by motion passed at a regular City Commission meeting on _____, 20____; and

WHEREAS, the Town Council has approved this Agreement and has authorized the proper Town officials to execute this Agreement by motion passed at a regular Council meeting on June 23rd, 2022.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings of CITY and OWNER and other good and valuable considerations, these parties covenant and agree with each other as follows:

PART I - DEFINITIONS

- A. The term OWNER shall refer to the Contracting Party in this Agreement who has an ownership interest in the PROPERTY.
- B. The term EQUIVALENT RESIDENTIAL CONNECTION, referred to in this Agreement as ERC, is the assumed average daily flow of a detached single-family residential unit.
- C. The term PROPERTY refers to the real property described in Exhibit "A" attached to and incorporated into this Agreement.
- D. The term CITY COMMISSION shall refer to the City of Cooper City City Commission.

PART II - OWNER'S OBLIGATIONS

A. CONTRIBUTION PAYMENTS FROM OWNER

The contribution charges (both water and sewer) shall be calculated according to rates set by Resolution of the City Commission. In addition to all rates, fees and charges otherwise imposed on consumers within the City, in accordance with Section 180.191, F.S., and Section 19-142 of the City Code, the OWNER shall pay to the CITY a surcharge equal to twenty-five percent (25%) of all charges for services provided under this Agreement. This surcharge payment shall be due and payable along with payment for all services provided by this Agreement.

Payment of the contribution charges is a condition precedent to the execution of this Agreement. The contribution charges applicable for this Agreement are summarized as follows:

CONTRIBUTION (WATER)

Residential# 1 Units X 1 ERC's Per Unit @ \$1,348.77 Per ERC
Total ERC's 8 (WATER)

CONTRIBUTION (SEWER)

Residential# _____ Units X _____ ERC's Per Unit @ _____ Per ERC
Total ERC's 0 (SEWER)

OWNER has **already** paid to CITY the sum of \$6,580.00 for 1 ½ water meter and is now paying the difference of \$4,210.16 to upsize to 2" water meter.

\$4,210.16 for THE CONTRIBUTION CHARGES DUE AT THE TIME THIS AGREEMENT IS APPROVED BY THE CITY COMMISSION.

PART III. - MUTUAL COVENANTS

A. EXCLUSIVE RIGHTS OF CITY

CITY shall have the exclusive right to furnish water service and sewage collection service to consumers within the PROPERTY covered by this Agreement. Notwithstanding anything to the contrary, the CITY's duties and obligations, as set forth herein, shall be subject to the CITY having adequate water and/or wastewater capacity to serve the PROPERTY. The City shall have the sole authority and discretion to determine its water and/or wastewater capacity and its ability to serve the PROPERTY pursuant to this Agreement.

B. WELLS PROHIBITED EXCEPT FOR IRRIGATION

OWNER, his successors and assigns, and the owners and occupants of buildings on OWNER'S PROPERTY shall not install or maintain any water wells except for irrigation purposes. These wells shall not be connected to any potable water system.

C. PROMULGATION OF REASONABLE RULES OF SERVICES

CITY shall have the right to promulgate, from time to time, reasonable rules and regulations relating to the furnishing of water service and sewage collection service to consumers within the PROPERTY encompassed by this Agreement. Such rules and regulations may relate to, but are not limited to, rates, deposits, and connection charges and the right to discontinue services under certain conditions. OWNER hereby acknowledges and agrees that rates are subject to change at any time by CITY. The OWNER shall be subject to all local, state and federal ordinances, rules and regulations applicable to the services provided by the CITY, including, but not limited to, Chapter 19 and Chapter 25 of the CITY's Code of Ordinances, as may be amended from time to time.

D. CITY NOT LIABLE FOR OWNER'S OR CONSUMER'S PROPERTY

CITY shall not be liable or responsible for maintenance or operation of any pipes, pipelines, valves, fixtures or equipment on any of the properties of the customers, consumers or users on OWNER'S PROPERTY other than the water service lines and sewage collection system within granted easements to CITY pursuant to this Agreement. In the event that CITY cannot provide sufficient water and sewer service as a result of the actions of any regulatory agency, then CITY'S sole obligation shall be to refund OWNER'S contribution charges as described in this Agreement.

E. OWNER'S RESPONSIBILITY

G. SYSTEM ON CONSUMER'S PROPERTY TO BE KEPT IN GOOD WORKING CONDITION

Each consumer of water service on OWNER'S PROPERTY shall keep all water pipes, service lines, connections and necessary fixtures and equipment on the premises occupied by said consumer, and within the interior lines of the lot occupied by the consumer in good order and condition. The sale of water by CITY to the consumer shall occur at the consumer's side of the entire meter installation, but the obligation for the maintenance of the lines shall be as set forth above and applicable to CITY regulations.

H. DISCLAIMER

Any temporary cessations or interruptions of the furnishings of water to the PROPERTY described herein, irrespective of duration, at any time caused by an Act of God, fires, strikes, casualties, accidents, power failures, necessary maintenance work, breakdowns, damage to equipment or mains, civil or military authority, riots or other cause beyond the control of CITY shall not constitute a breach of the provisions contained herein nor impose any liability upon CITY by OWNER, his successors and assigns.

I. SEVERABILITY

If and section, subsection, sentence, clause, phrase or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining hereof.

J. RECORDING OF AGREEMENT

The provisions of this Agreement shall run with the land and be binding upon and inure to the benefits of successors to title to the property. This Agreement shall be recorded by CITY among the Public Records of Broward County, Florida, for the particular purpose of placing all owners or occupants of properties in OWNER'S PROPERTY connected to or to be connected to said water system of CITY upon notice of each and every one of the provisions herein contained to the same extent and with the same force and effect as if said owners and occupants had joined with the parties to this Agreement in the execution thereof; and the acquisition or occupancy of real PROPERTY in OWNER'S PROPERTY connected to or to be connected to said water system of CITY shall be deemed conclusive evidence of the fact that the said owners or occupants have consented to and accepted the Agreement herein contained and have become bound thereby.

K. HOLD HARMLESS PROVISION

It is mutually agreed that CITY shall be indemnified and held harmless by the OWNER from any and all liability for damages if CITY'S obligations under this Agreement cannot be fulfilled as a result of any ruling or order by any other governmental or regulatory agency having jurisdiction over the subject matter hereof; and in such event, this Agreement shall be null and void and unenforceable by either party regarding that portion of the OWNER'S PROPERTY for which CITY cannot perform its obligation.

L. ATTORNEY'S FEES FOR LITIGATION

The parties agree that in the event that it becomes necessary for any party to this Agreement to litigate in order to enforce its rights under the terms of this Agreement, then, and in that event, the prevailing party shall be entitled to receive from the non-prevailing party reasonable Attorney's fees and the costs of such litigation, including appellate proceedings.

PART IV - NOTICE

Whenever either party desires to give notice to the other, it shall be given by written notice, sent by prepaid certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place specified as the place for giving of notice, which shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the request, the parties designate the following as the respective places for the giving of notice:

FOR THE CITY OF COOPER CITY

City Manager
9090 S.W. 50th Place
Cooper City, Florida 33328

FOR THE OWNER

12767 Equestrian Trl
Davie, FL 33330

FOR THE TOWN OF *Southwest Ranches*

Town Administrator
13400 Griffin Rd
Southwest Ranches, FL 33330

Notice so addressed and sent by prepaid certified mail, with return receipt requested, shall be deemed given when it shall have been so deposited in the United States mail.

PART V - ADDITIONAL PROVISIONS

A. EXHIBITS

The following exhibits are attached, as part of this Agreement and are incorporated into this Agreement:

EXHIBIT "A" – Legal Description of PROPERTY

EXHIBIT "B" – A copy of the site plan of the PROPERTY reduced to 8 ½ by 14" page size.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the day and year indicated below:

Signed, sealed and delivered
in the presence of:

THE CITY OF COOPER CITY

ATTEST:

BY: _____

MAYOR GREG ROSS

DATE: _____

CITY CLERK

ATTEST:

BY: _____

MAYOR GREG ROSS

DATE: _____

CITY CLERK

Approved as to legal form:

CITY ATTORNEY

STATE OF FLORIDA)
COUNTY OF BROWARD) SS

BEFORE ME personally appeared _____ to me well known and known to me to be the person (s) described in and who executed the foregoing instrument, and acknowledged to and before me that _____ executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this _____ day of _____,
20____.

NOTARY PUBLIC STATE OF FLORIDA

My commission expires:

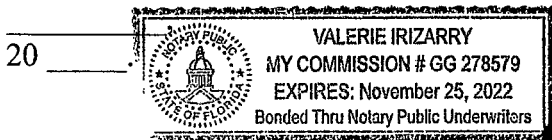
OWNER

BY: Wafu Saad
DATE: 5-28-22

STATE OF FLORIDA)
COUNTY OF BROWARD)

BEFORE ME personally appeared _____ to me well known and known to me to be the person(s) described in and who executed the foregoing instrument, and acknowledged to and before me that _____ executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this _____ day of



Vfury
NOTARY PUBLIC STATE OF FLORIDA

My commission expires: November 25, 2022

Signed, sealed and delivered
in the presence of:

THE TOWN OF

Signed, sealed and delivered
in the presence of:

THE TOWN OF SOUTHWEST RANCHES

ATTEST:

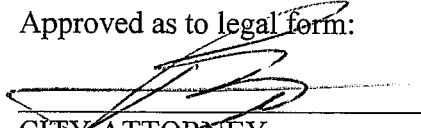

CITY CLERK

BY:


MAYOR STEVE BREITKREUZ

DATE: June 23rd, 2022

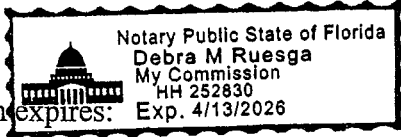
Approved as to legal form:



CITY ATTORNEY

STATE OF FLORIDA)
COUNTY OF BROWARD) SS

BEFORE ME personally appeared Steve Breitkreuz to me well known and known to me to be the person (s) described in and who executed the foregoing instrument, and acknowledged to and before me that Steve Breitkreuz executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 23rd day of June, 2022.

My commission expires:  Notary Public State of Florida
Debra M. Ruesga
My Commission
HH 252830
Exp. 4/13/2026


NOTARY PUBLIC STATE OF FLORIDA

WATER AGREEMENT

FOR SINGLE-FAMILY HOMEOWNER

FOR: AMMAR & ALI ASAD IRREV TR BAJANDAS, RICARDO TRSTEE
(NAME OF OWNER)

LOCATION: 5900 ASAD WAY SOUTHWEST RANCHES, 33330

THIS AGREEMENT effective this ___ day of _____, _____ made and entered into by and between:

THE CITY OF COOPER CITY, a municipal corporation of the State of Florida, hereinafter referred to as the "CITY," the Town of Southwest Ranches, a municipal corporation of the State of Florida, hereinafter referred to as the "TOWN," and AMMAR & ALI ASAD IRREV TR BAJANDAS, RICARDO an individual with a property address of 5900 ASAD WAY SOUTHWEST RANCHES, 33330, hereinafter referred to as the "OWNER." CITY, TOWN, and OWNER may hereinafter be collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, CITY is the owner and operator of a water treatment plant, together with water distribution facilities known as COOPER CITY WATER SYSTEM; and

WHEREAS, OWNER controls certain real property in Broward County, Florida, as shown and described in Exhibit "A" attached hereto and made a part of hereof; and all references made in this Agreement to PROPERTY shall refer specifically to OWNER'S PROPERTY described in Exhibit "A" attached; and

WHEREAS, the PROPERTY is located in the TOWN; and

WHEREAS, OWNER desires to procure water service from CITY for the PROPERTY; and

WHEREAS, Section 19-142 of the CITY's Code of Ordinances authorizes the CITY to provide water service outside of the CITY's municipal boundaries, subject to Ch. 180, F.S., and the terms and conditions set forth in the CITY Code; and

WHEREAS, Section 180.19, F.S., authorizes a municipality to provide water service outside of its corporate limits and in another municipality, subject to the terms and conditions as may be agreed upon between such municipalities and the owner of the property receiving such service; and

WHEREAS, the Parties desire to enter into an agreement setting forth the mutual understandings and undertaking regarding the furnishing of said water services for the PROPERTY; and

WHEREAS, the Cooper City City Commission has approved this Agreement and has authorized the proper CITY officials to execute this Agreement by motion passed at a regular City Commission meeting on _____, 20____; and

WHEREAS, the Cooper City City Commission has approved this Agreement and has authorized the proper CITY officials to execute this Agreement by motion passed at a regular City Commission meeting on _____, 20____; and

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NOW, THEREFORE, in consideration of the mutual covenants and undertakings of CITY and OWNER and other good and valuable considerations, these parties covenant and agree with each other as follows:

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Total ERC's 8 (WATER)

CONTRIBUTION (SEWER)

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Total ERC's 0 (SEWER)

OWNER has **already** paid to CITY the sum of \$6,580.00 for 1 ½ water meter and is now paying the difference of \$4,210.16 to upsize to 2" water meter.

\$4,210.16 for THE CONTRIBUTION CHARGES DUE AT THE TIME THIS AGREEMENT IS APPROVED BY THE CITY COMMISSION.

PART III. - MUTUAL COVENANTS

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B. WELLS PROHIBITED EXCEPT FOR IRRIGATION

OWNER, his successors and assigns, and the owners and occupants of buildings on OWNER'S PROPERTY shall not install or maintain any water wells except for irrigation purposes. These wells shall not be connected to any potable water system.

C. PROMULGATION OF REASONABLE RULES OF SERVICES

CITY shall have the right to promulgate, from time to time, reasonable rules and regulations relating to the furnishing of water service and sewage collection service to consumers within the PROPERTY encompassed by this Agreement. Such rules and regulations may relate to, but are not limited to, rates, deposits, and connection charges and the right to discontinue services under certain conditions. OWNER hereby acknowledges and agrees that rates are subject to change at any time by CITY. The OWNER shall be subject to all local, state and federal ordinances, rules and regulations applicable to the services provided by the CITY, including, but not limited to, Chapter 19 and Chapter 25 of the CITY's Code of Ordinances, as may be amended from time to time.

D. CITY NOT LIABLE FOR OWNER'S OR CONSUMER'S PROPERTY

CITY shall not be liable or responsible for maintenance or operation of any pipes, pipelines, valves, fixtures or equipment on any of the properties of the customers, consumers or users on OWNER'S PROPERTY other than the water service lines and sewage collection system within granted easements to CITY pursuant to this Agreement. In the event that CITY cannot provide sufficient water and sewer service as a result of the actions of any regulatory agency, then CITY'S sole obligation shall be to refund OWNER'S contribution charges as described in this Agreement.

E. OWNER'S RESPONSIBILITY

G. SYSTEM ON CONSUMER'S PROPERTY TO BE KEPT IN GOOD WORKING CONDITION

Each consumer of water service on OWNER'S PROPERTY shall keep all water pipes, service lines, connections and necessary fixtures and equipment on the premises occupied by said consumer, and within the interior lines of the lot occupied by the consumer in good order and condition. The sale of water by CITY to the consumer shall occur at the consumer's side of the entire meter installation, but the obligation for the maintenance of the lines shall be as set forth above and applicable to CITY regulations.

H. DISCLAIMER

Any temporary cessations or interruptions of the furnishings of water to the PROPERTY described herein, irrespective of duration, at any time caused by an Act of God, fires, strikes, casualties, accidents, power failures, necessary maintenance work, breakdowns, damage to equipment or mains, civil or military authority, riots or other cause beyond the control of CITY shall not constitute a breach of the provisions contained herein nor impose any liability upon CITY by OWNER, his successors and assigns.

I. SEVERABILITY

If and section, subsection, sentence, clause, phrase or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining hereof.

J. RECORDING OF AGREEMENT

The provisions of this Agreement shall run with the land and be binding upon and inure to the benefits of successors to title to the property. This Agreement shall be recorded by CITY among the Public Records of Broward County, Florida, for the particular purpose of placing all owners or occupants of properties in OWNER'S PROPERTY connected to or to be connected to said water system of CITY upon notice of each and every one of the provisions herein contained to the same extent and with the same force and effect as if said owners and occupants had joined with the parties to this Agreement in the execution thereof; and the acquisition or occupancy of real PROPERTY in OWNER'S PROPERTY connected to or to be connected to said water system of CITY shall be deemed conclusive evidence of the fact that the said owners or occupants have consented to and accepted the Agreement herein contained and have become bound thereby.

K. HOLD HARMLESS PROVISION

It is mutually agreed that CITY shall be indemnified and held harmless by the OWNER from any and all liability for damages if CITY'S obligations under this Agreement cannot be fulfilled as a result of any ruling or order by any other governmental or regulatory agency having jurisdiction over the subject matter hereof; and in such event, this Agreement shall be null and void and unenforceable by either party regarding that portion of the OWNER'S PROPERTY for which CITY cannot perform its obligation.

L. ATTORNEY'S FEES FOR LITIGATION

The parties agree that in the event that it becomes necessary for any party to this Agreement to litigate in order to enforce its rights under the terms of this Agreement, then, and in that event, the prevailing party shall be entitled to receive from the non-prevailing party reasonable Attorney's fees and the costs of such litigation, including appellate proceedings.

PART IV - NOTICE

Whenever either party desires to give notice to the other, it shall be given by written notice, sent by prepaid certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place specified as the place for giving of notice, which shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the request, the parties designate the following as the respective places for the giving of notice:

FOR THE CITY OF COOPER CITY

City Manager
9090 S.W. 50th Place
Cooper City, Florida 33328

FOR THE OWNER

12767 Equestrian Trl
Davie, FL 33330

FOR THE TOWN OF Southwest Ranches

Town Administrator
13400 Griffin Road
Southwest Ranches, FL 33330

Notice so addressed and sent by prepaid certified mail, with return receipt requested, shall be deemed given when it shall have been so deposited in the United States mail.

PART V - ADDITIONAL PROVISIONS

A. EXHIBITS

The following exhibits are attached, as part of this Agreement and are incorporated into this Agreement:

EXHIBIT "A" – Legal Description of PROPERTY

EXHIBIT "B" – A copy of the site plan of the PROPERTY reduced to 8 ½ by 14" page size.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the day and year indicated below:

Signed, sealed and delivered
in the presence of:

THE CITY OF COOPER CITY

ATTEST:

BY: _____

MAYOR GREG ROSS

DATE: _____

CITY CLERK

ATTEST:

BY: _____

MAYOR GREG ROSS

DATE: _____

CITY CLERK

Approved as to legal form:

CITY ATTORNEY

STATE OF FLORIDA)
COUNTY OF BROWARD) SS

BEFORE ME personally appeared _____ to me well known and known to me to be the person (s) described in and who executed the foregoing instrument, and acknowledged to and before me that _____ executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this _____ day of _____,
20____.

NOTARY PUBLIC STATE OF FLORIDA

My commission expires:

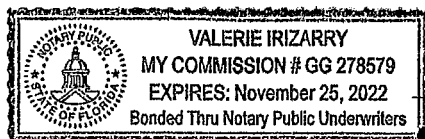
OWNER

BY: Bornaw & Ali Asad
DATE: 5-25-22

STATE OF FLORIDA)
COUNTY OF BROWARD)

BEFORE ME personally appeared _____ to me well known and known to me to be the person(s) described in and who executed the foregoing instrument, and acknowledged to and before me that _____ executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this _____ day of _____,
20_____.



My commission expires:

November 25, 2022

[Signature]
NOTARY PUBLIC STATE OF FLORIDA

Signed, sealed and delivered
in the presence of:

THE TOWN OF

Signed, sealed and delivered
in the presence of:

THE TOWN OF SOUTHWEST RANCHES

ATTEST:


CITY CLERK

BY: 

MAYOR STEVE BREITKREUZ

DATE: 6-23-22

Approved as to legal form:

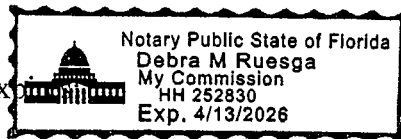

CITY ATTORNEY

STATE OF FLORIDA)
COUNTY OF BROWARD) SS

BEFORE ME personally appeared Steve Breitkreuz to me well known and known to me to be the person (s) described in and who executed the foregoing instrument, and acknowledged to and before me that Steve Breitkreuz executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 23rd day of June, 2022.

My commission expires




NOTARY PUBLIC STATE OF FLORIDA

WATER AGREEMENT**FOR SINGLE-FAMILY HOMEOWNER**

FOR: AMMAR & ALI ASAD IRREV TR BAJANDAS, RICARDO TRSTEE
(NAME OF OWNER)

LOCATION: 5850 ASAD DRIVE SOUTHWEST RANCHES, 33330

THIS AGREEMENT effective this ____ day of _____, ____ made and entered into by and between:

THE CITY OF COOPER CITY, a municipal corporation of the State of Florida, hereinafter referred to as the "CITY," the Town of Southwest Ranches, a municipal corporation of the State of Florida, hereinafter referred to as the "TOWN," and AMMAR & ALI ASAD IRREV TR BAJANDAS, RICARDO TRSTEE an individual with a property address of 5850 ASAD DRIVE SOUTHWEST RANCHES, 33330, hereinafter referred to as the "OWNER." CITY, TOWN, and OWNER may hereinafter be collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, CITY is the owner and operator of a water treatment plant, together with water distribution facilities known as COOPER CITY WATER SYSTEM; and

WHEREAS, OWNER controls certain real property in Broward County, Florida, as shown and described in Exhibit "A" attached hereto and made a part of hereof; and all references made in this Agreement to PROPERTY shall refer specifically to OWNER'S PROPERTY described in Exhibit "A" attached; and

WHEREAS, the PROPERTY is located in the TOWN; and

WHEREAS, OWNER desires to procure water service from CITY for the PROPERTY; and

WHEREAS, Section 19-142 of the CITY's Code of Ordinances authorizes the CITY to provide water service outside of the CITY's municipal boundaries, subject to Ch. 180, F.S., and the terms and conditions set forth in the CITY Code; and

WHEREAS, Section 180.19, F.S., authorizes a municipality to provide water service outside of its corporate limits and in another municipality, subject to the terms and conditions as may be agreed upon between such municipalities and the owner of the property receiving such service; and

WHEREAS, the Parties desire to enter into an agreement setting forth the mutual understandings and undertaking regarding the furnishing of said water services for the PROPERTY; and

WHEREAS, the Cooper City City Commission has approved this Agreement and has authorized the proper CITY officials to execute this Agreement by motion passed at a regular City Commission meeting on _____, 20____; and

WHEREAS, the Cooper City City Commission has approved this Agreement and has authorized the proper CITY officials to execute this Agreement by motion passed at a regular City Commission meeting on _____, 20____; and

WHEREAS, the Town Council has approved this Agreement and has authorized the proper Town officials to execute this Agreement by motion passed at a regular Council meeting on June 23, 2020.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings of CITY and OWNER and other good and valuable considerations, these parties covenant and agree with each other as follows:

PART I - DEFINITIONS

- A. The term OWNER shall refer to the Contracting Party in this Agreement who has an ownership interest in the PROPERTY.
- B. The term EQUIVALENT RESIDENTIAL CONNECTION, referred to in this Agreement as ERC, is the assumed average daily flow of a detached single-family residential unit.
- C. The term PROPERTY refers to the real property described in Exhibit "A" attached to and incorporated into this Agreement.
- D. The term CITY COMMISSION shall refer to the City of Cooper City City Commission.

PART II - OWNER'S OBLIGATIONS

A. CONTRIBUTION PAYMENTS FROM OWNER

The contribution charges (both water and sewer) shall be calculated according to rates set by Resolution of the City Commission. In addition to all rates, fees and charges otherwise imposed on consumers within the City, in accordance with Section 180.191, F.S., and Section 19-142 of the City Code, the OWNER shall pay to the CITY a surcharge equal to twenty-five percent (25%) of all charges for services provided under this Agreement. This surcharge payment shall be due and payable along with payment for all services provided by this Agreement.

Payment of the contribution charges is a condition precedent to the execution of this Agreement. The contribution charges applicable for this Agreement are summarized as follows:

CONTRIBUTION (WATER)

Residential# 1 Units X 1 ERC's Per Unit @ \$1,348.77 Per ERC
Total ERC's 8 (WATER)

CONTRIBUTION (SEWER)

Residential# _____ Units X _____ ERC's Per Unit @ _____ Per ERC
Total ERC's 0 (SEWER)

OWNER has **already** paid to CITY the sum of \$6,580.00 for 1 ½ water meter and is now paying the difference of \$4,210.16 to upsize to 2" water meter.

\$4,210.16 for THE CONTRIBUTION CHARGES DUE AT THE TIME THIS AGREEMENT IS APPROVED BY THE CITY COMMISSION.

PART III. - MUTUAL COVENANTS

A. EXCLUSIVE RIGHTS OF CITY

CITY shall have the exclusive right to furnish water service and sewage collection service to consumers within the PROPERTY covered by this Agreement. Notwithstanding anything to the contrary, the CITY's duties and obligations, as set forth herein, shall be subject to the CITY having adequate water and/or wastewater capacity to serve the PROPERTY. The City shall have the sole authority and discretion to determine its water and/or wastewater capacity and its ability to serve the PROPERTY pursuant to this Agreement.

B. WELLS PROHIBITED EXCEPT FOR IRRIGATION

OWNER, his successors and assigns, and the owners and occupants of buildings on OWNER'S PROPERTY shall not install or maintain any water wells except for irrigation purposes. These wells shall not be connected to any potable water system.

C. PROMULGATION OF REASONABLE RULES OF SERVICES

CITY shall have the right to promulgate, from time to time, reasonable rules and regulations relating to the furnishing of water service and sewage collection service to consumers within the PROPERTY encompassed by this Agreement. Such rules and regulations may relate to, but are not limited to, rates, deposits, and connection charges and the right to discontinue services under certain conditions. OWNER hereby acknowledges and agrees that rates are subject to change at any time by CITY. The OWNER shall be subject to all local, state and federal ordinances, rules and regulations applicable to the services provided by the CITY, including, but not limited to, Chapter 19 and Chapter 25 of the CITY's Code of Ordinances, as may be amended from time to time.

D. CITY NOT LIABLE FOR OWNER'S OR CONSUMER'S PROPERTY

CITY shall not be liable or responsible for maintenance or operation of any pipes, pipelines, valves, fixtures or equipment on any of the properties of the customers, consumers or users on OWNER'S PROPERTY other than the water service lines and sewage collection system within granted easements to CITY pursuant to this Agreement. In the event that CITY cannot provide sufficient water and sewer service as a result of the actions of any regulatory agency, then CITY'S sole obligation shall be to refund OWNER'S contribution charges as described in this Agreement.

E. OWNER'S RESPONSIBILITY

G. SYSTEM ON CONSUMER'S PROPERTY TO BE KEPT IN GOOD WORKING CONDITION

Each consumer of water service on OWNER'S PROPERTY shall keep all water pipes, service lines, connections and necessary fixtures and equipment on the premises occupied by said consumer, and within the interior lines of the lot occupied by the consumer in good order and condition. The sale of water by CITY to the consumer shall occur at the consumer's side of the entire meter installation, but the obligation for the maintenance of the lines shall be as set forth above and applicable to CITY regulations.

H. DISCLAIMER

Any temporary cessations or interruptions of the furnishings of water to the PROPERTY described herein, irrespective of duration, at any time caused by an Act of God, fires, strikes, casualties, accidents, power failures, necessary maintenance work, breakdowns, damage to equipment or mains, civil or military authority, riots or other cause beyond the control of CITY shall not constitute a breach of the provisions contained herein nor impose any liability upon CITY by OWNER, his successors and assigns.

I. SEVERABILITY

If and section, subsection, sentence, clause, phrase or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining hereof.

J. RECORDING OF AGREEMENT

The provisions of this Agreement shall run with the land and be binding upon and inure to the benefits of successors to title to the property. This Agreement shall be recorded by CITY among the Public Records of Broward County, Florida, for the particular purpose of placing all owners or occupants of properties in OWNER'S PROPERTY connected to or to be connected to said water system of CITY upon notice of each and every one of the provisions herein contained to the same extent and with the same force and effect as if said owners and occupants had joined with the parties to this Agreement in the execution thereof; and the acquisition or occupancy of real PROPERTY in OWNER'S PROPERTY connected to or to be connected to said water system of CITY shall be deemed conclusive evidence of the fact that the said owners or occupants have consented to and accepted the Agreement herein contained and have become bound thereby.

K. HOLD HARMLESS PROVISION

It is mutually agreed that CITY shall be indemnified and held harmless by the OWNER from any and all liability for damages if CITY'S obligations under this Agreement cannot be fulfilled as a result of any ruling or order by any other governmental or regulatory agency having jurisdiction over the subject matter hereof; and in such event, this Agreement shall be null and void and unenforceable by either party regarding that portion of the OWNER'S PROPERTY for which CITY cannot perform its obligation.

L. ATTORNEY'S FEES FOR LITIGATION

The parties agree that in the event that it becomes necessary for any party to this Agreement to litigate in order to enforce its rights under the terms of this Agreement, then, and in that event, the prevailing party shall be entitled to receive from the non-prevailing party reasonable Attorney's fees and the costs of such litigation, including appellate proceedings.

PART IV - NOTICE

Whenever either party desires to give notice to the other, it shall be given by written notice, sent by prepaid certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place specified as the place for giving of notice, which shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the request, the parties designate the following as the respective places for the giving of notice:

FOR THE CITY OF COOPER CITY
City Manager
9090 S.W. 50th Place
Cooper City, Florida 33328

FOR THE OWNER
12767 Equestrian Trl
Davie, FL 33330

FOR THE TOWN OF Southwest Ranches
Town Administrator
13400 Cypress Rd
Southwest Ranches, FL 33330

Notice so addressed and sent by prepaid certified mail, with return receipt requested, shall be deemed given when it shall have been so deposited in the United States mail.

PART V - ADDITIONAL PROVISIONS

A. EXHIBITS

The following exhibits are attached, as part of this Agreement and are incorporated into this Agreement:

EXHIBIT "A" – Legal Description of PROPERTY

EXHIBIT "B" – A copy of the site plan of the PROPERTY reduced to 8 ½ by 14" page size.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the day and year indicated below:

Signed, sealed and delivered
in the presence of:

THE CITY OF COOPER CITY

ATTEST:

BY: _____
MAYOR GREG ROSS

DATE: _____

CITY CLERK

ATTEST:

BY: _____

MAYOR GREG ROSS

DATE: _____

CITY CLERK

Approved as to legal form:

CITY ATTORNEY

STATE OF FLORIDA)
COUNTY OF BROWARD) SS

BEFORE ME personally appeared _____ to me well known and known to me to be the person (s) described in and who executed the foregoing instrument, and acknowledged to and before me that _____ executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this _____ day of _____, 20____.

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA

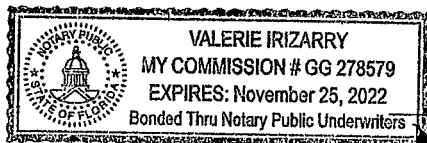
OWNER

BY: Amen Edli Sad
DATE: 5-25-22

STATE OF FLORIDA)
COUNTY OF BROWARD)

BEFORE ME personally appeared _____ to me well known and known to me to be the person(s) described in and who executed the foregoing instrument, and acknowledged to and before me that _____ executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this _____ day of _____, 20____.



My commission expires: November 25, 2022

Valerie Irizarry

NOTARY PUBLIC STATE OF FLORIDA

Signed, sealed and delivered
in the presence of:

THE TOWN OF

Signed, sealed and delivered
in the presence of:

THE TOWN OF SOUTHWEST RANCHES

ATTEST:

[Signature]
CITY CLERK

BY:

[Signature]
MAYOR STEVE BREITKREUZ

DATE: 6.23.22

Approved as to legal form:

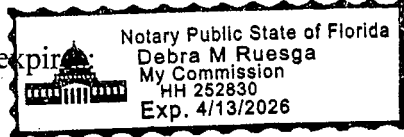
[Signature]
CITY ATTORNEY

STATE OF FLORIDA)
COUNTY OF BROWARD) SS

BEFORE ME personally appeared Steve Breitkreuz to me well known and known to me to be the person (s) described in and who executed the foregoing instrument, and acknowledged to and before me that Steve Breitkreuz executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 23rd day of June, 20 22

My commission expires:



[Signature]
NOTARY PUBLIC STATE OF FLORIDA

WATER AGREEMENT

FOR SINGLE-FAMILY HOMEOWNER

FOR: ADNAN ISSA M ASAD IRREV TR BAJANDAS, RICARDO TRS
(NAME OF OWNER)

LOCATION: 5950 ASAD CT SOUTHWEST RANCHES, FL 33330

THIS AGREEMENT effective this ____ day of ____, _____made and entered into by and between:

THE CITY OF COOPER CITY, a municipal corporation of the State of Florida, hereinafter referred to as the "CITY," the Town of Southwest Ranches , a municipal corporation of the State of Florida, hereinafter referred to as the "TOWN," and ADNAN ISSA M ASAD IRREV TR BAJANDAS, RICARDO TRS, an individual with a property address of 5950 ASAD CT SOUTHWEST RANCHES, FL 33330, hereinafter referred to as the "OWNER." CITY, TOWN, and OWNER may hereinafter be collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, CITY is the owner and operator of a water treatment plant, together with water distribution facilities known as COOPER CITY WATER SYSTEM; and

WHEREAS, OWNER controls certain real property in Broward County, Florida, as shown and described in Exhibit "A" attached hereto and made a part of hereof; and all references made in this Agreement to PROPERTY shall refer specifically to OWNER'S PROPERTY described in Exhibit "A" attached; and

WHEREAS, the PROPERTY is located in the TOWN; and

WHEREAS, OWNER desires to procure water service from CITY for the PROPERTY; and

WHEREAS, Section 19-142 of the CITY's Code of Ordinances authorizes the CITY to provide water service outside of the CITY's municipal boundaries, subject to Ch. 180, F.S., and the terms and conditions set forth in the CITY Code; and

WHEREAS, Section 180.19, F.S., authorizes a municipality to provide water service outside of its corporate limits and in another municipality, subject to the terms and conditions as may be agreed upon between such municipalities and the owner of the property receiving such service; and

WHEREAS, the Parties desire to enter into an agreement setting forth the mutual understandings and undertaking regarding the furnishing of said water services for the PROPERTY; and

WHEREAS, the Cooper City City Commission has approved this Agreement and has authorized the proper CITY officials to execute this Agreement by motion passed at a regular City Commission meeting on _____, 20____; and

WHEREAS, the Town Council has approved this Agreement and has authorized the proper Town officials to execute this Agreement by motion passed at a regular Council meeting on June 23, 2022.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings of CITY and OWNER and other good and valuable considerations, these parties covenant and agree with each other as follows:

PART I - DEFINITIONS

- A. The term OWNER shall refer to the Contracting Party in this Agreement who has an ownership interest in the PROPERTY.
- B. The term EQUIVALENT RESIDENTIAL CONNECTION, referred to in this Agreement as ERC, is the assumed average daily flow of a detached single-family residential unit.
- C. The term PROPERTY refers to the real property described in Exhibit "A" attached to and incorporated into this Agreement.
- D. The term CITY COMMISSION shall refer to the City of Cooper City City Commission.

PART II - OWNER'S OBLIGATIONS

A. CONTRIBUTION PAYMENTS FROM OWNER

The contribution charges (both water and sewer) shall be calculated according to rates set by Resolution of the City Commission. In addition to all rates, fees and charges otherwise imposed on consumers within the City, in accordance with Section 180.191, F.S., and Section 19-142 of the City Code, the OWNER shall pay to the CITY a surcharge equal to twenty-five percent (25%) of all charges for services provided under this Agreement. This surcharge payment shall be due and payable along with payment for all services provided by this Agreement.

Payment of the contribution charges is a condition precedent to the execution of this Agreement. The contribution charges applicable for this Agreement are summarized as follows:

CONTRIBUTION (WATER)

Residential# 1 Units X 1 ERC's Per Unit @ \$1,348.77 Per ERC
Total ERC's 8 (WATER)

CONTRIBUTION (SEWER)

Residential# _____ Units X _____ ERC's Per Unit @ _____ Per ERC
Total ERC's 0 (SEWER)

OWNER has **already** paid to CITY the sum of \$6,580.00 for 1 ½ water meter and is now paying the difference of \$4,210.16 to upsize to 2" water meter.

\$4,210.16 for THE CONTRIBUTION CHARGES DUE AT THE TIME THIS AGREEMENT IS APPROVED BY THE CITY COMMISSION.

PART III. - MUTUAL COVENANTS

A. EXCLUSIVE RIGHTS OF CITY

CITY shall have the exclusive right to furnish water service and sewage collection service to consumers within the PROPERTY covered by this Agreement. Notwithstanding anything to the contrary, the CITY's duties and obligations, as set forth herein, shall be subject to the CITY having adequate water and/or wastewater capacity to serve the PROPERTY. The City shall have the sole authority and discretion to determine its water and/or wastewater capacity and its ability to serve the PROPERTY pursuant to this Agreement.

B. WELLS PROHIBITED EXCEPT FOR IRRIGATION

OWNER, his successors and assigns, and the owners and occupants of buildings on OWNER'S PROPERTY shall not install or maintain any water wells except for irrigation purposes. These wells shall not be connected to any potable water system.

C. PROMULGATION OF REASONABLE RULES OF SERVICES

CITY shall have the right to promulgate, from time to time, reasonable rules and regulations relating to the furnishing of water service and sewage collection service to consumers within the PROPERTY encompassed by this Agreement. Such rules and regulations may relate to, but are not limited to, rates, deposits, and connection charges and the right to discontinue services under certain conditions. OWNER hereby acknowledges and agrees that rates are subject to change at any time by CITY. The OWNER shall be subject to all local, state and federal ordinances, rules and regulations applicable to the services provided by the CITY, including, but not limited to, Chapter 19 and Chapter 25 of the CITY's Code of Ordinances, as may be amended from time to time.

D. CITY NOT LIABLE FOR OWNER'S OR CONSUMER'S PROPERTY

CITY shall not be liable or responsible for maintenance or operation of any pipes, pipelines, valves, fixtures or equipment on any of the properties of the customers, consumers or users on OWNER'S PROPERTY other than the water service lines and sewage collection system within granted easements to CITY pursuant to this Agreement. In the event that CITY cannot provide sufficient water and sewer service as a result of the actions of any regulatory agency, then CITY'S sole obligation shall be to refund OWNER'S contribution charges as described in this Agreement.

E. OWNER'S RESPONSIBILITY

Unless otherwise specified in this Agreement, this Agreement shall not be binding until fully executed, but once executed, it shall have a retroactive effect commencing from the date of the City Commission Meeting at which it was approved.

G. SYSTEM ON CONSUMER'S PROPERTY TO BE KEPT IN GOOD WORKING CONDITION

Each consumer of water service on OWNER'S PROPERTY shall keep all water pipes, service lines, connections and necessary fixtures and equipment on the premises occupied by said consumer, and within the interior lines of the lot occupied by the consumer in good order and condition. The sale of water by CITY to the consumer shall occur at the consumer's side of the entire meter installation, but the obligation for the maintenance of the lines shall be as set forth above and applicable to CITY regulations.

H. DISCLAIMER

Any temporary cessations or interruptions of the furnishings of water to the PROPERTY described herein, irrespective of duration, at any time caused by an Act of God, fires, strikes, casualties, accidents, power failures, necessary maintenance work, breakdowns, damage to equipment or mains, civil or military authority, riots or other cause beyond the control of CITY shall not constitute a breach of the provisions contained herein nor impose any liability upon CITY by OWNER, his successors and assigns.

I. SEVERABILITY

If and section, subsection, sentence, clause, phrase or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining hereof.

J. RECORDING OF AGREEMENT

The provisions of this Agreement shall run with the land and be binding upon and inure to the benefits of successors to title to the property. This Agreement shall be recorded by CITY among the Public Records of Broward County, Florida, for the particular purpose of placing all owners or occupants of properties in OWNER'S PROPERTY connected to or to be connected to said water system of CITY upon notice of each and every one of the provisions herein contained to the same extent and with the same force and effect as if said owners and occupants had joined with the parties to this Agreement in the execution thereof; and the acquisition or occupancy of real PROPERTY in OWNER'S PROPERTY connected to or to be connected to said water system of CITY shall be deemed conclusive evidence of the fact that the said owners or occupants have consented to and accepted the Agreement herein contained and have become bound thereby.

K. HOLD HARMLESS PROVISION

It is mutually agreed that CITY shall be indemnified and held harmless by the OWNER from any and all liability for damages if CITY'S obligations under this Agreement cannot be fulfilled as a result of any ruling or order by any other governmental or regulatory agency having jurisdiction over the subject matter hereof; and in such event, this

Agreement shall be null and void and unenforceable by either party regarding that portion of the OWNER'S PROPERTY for which CITY cannot perform its obligation.

L. ATTORNEY'S FEES FOR LITIGATION

The parties agree that in the event that it becomes necessary for any party to this Agreement to litigate in order to enforce its rights under the terms of this Agreement, then, and in that event, the prevailing party shall be entitled to receive from the non-prevailing party reasonable Attorney's fees and the costs of such litigation, including appellate proceedings.

PART IV - NOTICE

Whenever either party desires to give notice to the other, it shall be given by written notice, sent by prepaid certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place specified as the place for giving of notice, which shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the request, the parties designate the following as the respective places for the giving of notice:

FOR THE CITY OF COOPER CITY

City Manager
9090 S.W. 50th Place
Cooper City, Florida 33328

FOR THE OWNER

12767 Equestrian Trl
Davie, FL 33330

FOR THE TOWN OF Southwest Ranches
Town Administrator
13400 Griffin Road
Southwest Ranches, FL 33330

Notice so addressed and sent by prepaid certified mail, with return receipt requested, shall be deemed given when it shall have been so deposited in the United States mail.

PART V - ADDITIONAL PROVISIONS

A. EXHIBITS

The following exhibits are attached, as part of this Agreement and are incorporated into this Agreement:

EXHIBIT "A" – Legal Description of PROPERTY

EXHIBIT "B" – A copy of the site plan of the PROPERTY reduced to 8 ½ by 14" page size.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the day and year indicated below:

Signed, sealed and delivered
in the presence of:

THE CITY OF COOPER CITY

ATTEST:

BY:

MAYOR GREG ROSS

DATE:

CITY CLERK

Approved as to legal form:

CITY ATTORNEY

STATE OF FLORIDA)
COUNTY OF BROWARD) SS

BEFORE ME personally appeared _____ to me well known and known to me to be the person (s) described in and who executed the foregoing instrument, and acknowledged to and before me that _____ executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this _____ day of _____, 20____.

NOTARY PUBLIC STATE OF FLORIDA

My commission expires:

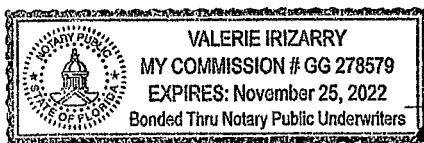
OWNER

BY: Sehem Asael
DATE: 5-25-22

STATE OF FLORIDA)
COUNTY OF BROWARD)

BEFORE ME personally appeared _____ to me well known and known to me to be the person(s) described in and who executed the foregoing instrument, and acknowledged to and before me that _____ executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this _____ day of _____, 20____.



Valerie Irizarry
NOTARY PUBLIC STATE OF FLORIDA

My commission expires:

November 25, 2022

Signed, sealed and delivered
in the presence of:

THE TOWN OF

Signed, sealed and delivered
in the presence of:

THE TOWN OF SOUTHWEST RANCHES

ATTEST:

[Signature]
CITY CLERK

BY:

[Signature]
MAYOR STEVE BREITKREUZ

DATE: 6.23.22

Approved as to legal form:

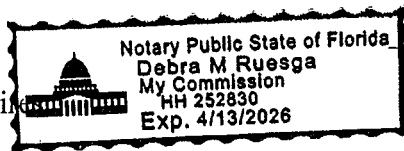
[Signature]
CITY ATTORNEY

STATE OF FLORIDA)
COUNTY OF BROWARD) SS

BEFORE ME personally appeared Steve Breitkreuz to me well known and known to me to be the person (s) described in and who executed the foregoing instrument, and acknowledged to and before me that Steve Breitkreuz executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 23rd day of June, 20 22

My commission expires



[Signature]
NOTARY PUBLIC STATE OF FLORIDA

WATER AGREEMENT

FOR SINGLE-FAMILY HOMEOWNER

FOR: BAJANDAS, RICHARDO Wafa Issa Asad Irrev TR
(NAME OF OWNER)

LOCATION: 13590 STIRLING RD SOUTHWEST RANCHES, FL 33330

THIS AGREEMENT effective this 2nd day of Aug, 22 made and entered into by and between:

THE CITY OF COOPER CITY, a municipal corporation of the State of Florida, hereinafter referred to as the "CITY," the Town of Southwest Ranches, a municipal corporation of the State of Florida, hereinafter referred to as the "TOWN," and BAJANDAS, RICHARDO Wafa Issa Asad Irrev TR an individual with a property address of 13590 STIRLING RD SOUTHWEST RANCHES, FL 33330 hereinafter referred to as the "OWNER." CITY, TOWN, and OWNER may hereinafter be collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, CITY is the owner and operator of a water treatment plant, together with water distribution facilities known as COOPER CITY WATER SYSTEM; and

WHEREAS, OWNER controls certain real property in Broward County, Florida, as shown and described in Exhibit "A" attached hereto and made a part of hereof; and all references made in this Agreement to PROPERTY shall refer specifically to OWNER'S PROPERTY described in Exhibit "A" attached; and

WHEREAS, the PROPERTY is located in the TOWN; and

WHEREAS, OWNER desires to procure water service from CITY for the PROPERTY; and

WHEREAS, Section 19-142 of the CITY's Code of Ordinances authorizes the CITY to provide water service outside of the CITY's municipal boundaries, subject to Ch. 180, F.S., and the terms and conditions set forth in the CITY Code; and

WHEREAS, Section 180.19, F.S., authorizes a municipality to provide water service outside of its corporate limits and in another municipality, subject to the terms and conditions as may be agreed upon between such municipalities and the owner of the property receiving such service; and

WHEREAS, the Parties desire to enter into an agreement setting forth the mutual understandings and undertaking regarding the furnishing of said water services for the PROPERTY; and

WHEREAS, the Cooper City City Commission has approved this Agreement and has authorized the proper CITY officials to execute this Agreement by motion passed at a regular City Commission meeting on July 26, 2022; and



CERTIFICATION
I certify this to be a true and correct copy of the record, WITNESSETH my hand and official seal of the Town of Southwest Ranches, Florida this 27 day of Aug, 2022
[Signature] Deputy Town Clerk

WHEREAS, the Cooper City City Commission has approved this Agreement and has authorized the proper CITY officials to execute this Agreement by motion passed at a regular City Commission meeting on _____, 20____; and

WHEREAS, the Town Council has approved this Agreement and has authorized the proper Town officials to execute this Agreement by motion passed at a regular Council meeting on June 23rd, 2022.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings of CITY and OWNER and other good and valuable considerations, these parties covenant and agree with each other as follows:

PART I - DEFINITIONS

- A. The term OWNER shall refer to the Contracting Party in this Agreement who has an ownership interest in the PROPERTY.
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PART II - OWNER'S OBLIGATIONS

A. CONTRIBUTION PAYMENTS FROM OWNER

The contribution charges (both water and sewer) shall be calculated according to rates set by Resolution of the City Commission. In addition to all rates, fees and charges otherwise imposed on consumers within the City, in accordance with Section 180.191, F.S., and Section 19-142 of the City Code, the OWNER shall pay to the CITY a surcharge equal to twenty-five percent (25%) of all charges for services provided under this Agreement. This surcharge payment shall be due and payable along with payment for all services provided by this Agreement.

Payment of the contribution charges is a condition precedent to the execution of this Agreement. The contribution charges applicable for this Agreement are summarized as follows:

CONTRIBUTION (WATER)

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Total ERC's 8 (WATER)

CONTRIBUTION (SEWER)

Residential# _____ Units X _____ ERC's Per Unit @ _____ Per ERC
Total ERC's 0 (SEWER)

OWNER has **already** paid to CITY the sum of \$6,580.00 for 1 ½" water meter and is now paying the difference of \$4,210.16 to upsize to 2" water meter.

\$4,210.16 for THE CONTRIBUTION CHARGES DUE AT THE TIME THIS AGREEMENT IS APPROVED BY THE CITY COMMISSION.

PART III. - MUTUAL COVENANTS

A. EXCLUSIVE RIGHTS OF CITY

CITY shall have the exclusive right to furnish water service to consumers within the PROPERTY covered by this Agreement. Notwithstanding anything to the contrary, the CITY's duties and obligations, as set forth herein, shall be subject to the CITY having adequate water capacity to serve the PROPERTY. The City shall have the sole authority and discretion to determine its water capacity and its ability to serve the PROPERTY pursuant to this Agreement.

B. WELLS PROHIBITED EXCEPT FOR IRRIGATION

OWNER, his successors and assigns, and the owners and occupants of buildings on OWNER'S PROPERTY shall not install or maintain any water wells except for irrigation purposes. These wells shall not be connected to any potable water system.

C. PROMULGATION OF REASONABLE RULES OF SERVICES

CITY shall have the right to promulgate, from time to time, reasonable rules and regulations relating to the furnishing of water service to consumers within the PROPERTY encompassed by this Agreement. Such rules and regulations may relate to, but are not limited to, rates, deposits, and connection charges and the right to discontinue services under certain conditions. OWNER hereby acknowledges and agrees that rates are subject to change at any time by CITY. The OWNER shall be subject to all local, state and federal ordinances, rules and regulations applicable to the services provided by the CITY, including, but not limited to, Chapter 19 and Chapter 25 of the CITY's Code of Ordinances, as may be amended from time to time.

D. CITY NOT LIABLE FOR OWNER'S OR CONSUMER'S PROPERTY

CITY shall not be liable or responsible for maintenance or operation of any pipes, pipelines, valves, fixtures or equipment on any of the properties of the customers, consumers or users on OWNER'S PROPERTY other than the water service lines within granted easements to CITY pursuant to this Agreement. In the event that CITY cannot provide sufficient water service as a result of the actions of any regulatory agency, then CITY'S sole obligation shall be to refund OWNER'S contribution charges as described in this Agreement.

E. OWNER'S RESPONSIBILITY

G. SYSTEM ON CONSUMER'S PROPERTY TO BE KEPT IN GOOD WORKING CONDITION

Each consumer of water service on OWNER'S PROPERTY shall keep all water pipes, service lines, connections and necessary fixtures and equipment on the premises occupied by said consumer, and within the interior lines of the lot occupied by the consumer in good order and condition. The sale of water by CITY to the consumer shall occur at the consumer's side of the entire meter installation, but the obligation for the maintenance of the lines shall be as set forth above and applicable to CITY regulations.

H. DISCLAIMER

Any temporary cessations or interruptions of the furnishings of water to the PROPERTY described herein, irrespective of duration, at any time caused by an Act of God, fires, strikes, casualties, accidents, power failures, necessary maintenance work, breakdowns, damage to equipment or mains, civil or military authority, riots or other cause beyond the control of CITY shall not constitute a breach of the provisions contained herein nor impose any liability upon CITY by OWNER, his successors and assigns.

I. SEVERABILITY

If and section, subsection, sentence, clause, phrase or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining hereof.

J. RECORDING OF AGREEMENT

The provisions of this Agreement shall run with the land and be binding upon and inure to the benefits of successors to title to the property. This Agreement shall be recorded by CITY among the Public Records of Broward County, Florida, for the particular purpose of placing all owners or occupants of properties in OWNER'S PROPERTY connected to or to be connected to said water system of CITY upon notice of each and every one of the provisions herein contained to the same extent and with the same force and effect as if said owners and occupants had joined with the parties to this Agreement in the execution thereof; and the acquisition or occupancy of real PROPERTY in OWNER'S PROPERTY connected to or to be connected to said water system of CITY shall be deemed conclusive evidence of the fact that the said owners or occupants have consented to and accepted the Agreement herein contained and have become bound thereby.

K. HOLD HARMLESS PROVISION

It is mutually agreed that CITY shall be indemnified and held harmless by the OWNER from any and all liability for damages if CITY'S obligations under this Agreement cannot be fulfilled as a result of any ruling or order by any other governmental or regulatory agency having jurisdiction over the subject matter hereof; and in such event, this Agreement shall be null and void and unenforceable by either party regarding that portion of the OWNER'S PROPERTY for which CITY cannot perform its obligation.

L. ATTORNEY'S FEES FOR LITIGATION

The parties agree that in the event that it becomes necessary for any party to this Agreement to litigate in order to enforce its rights under the terms of this Agreement, then, and in that event, the prevailing party shall be entitled to receive from the non-prevailing party reasonable Attorney's fees and the costs of such litigation, including appellate proceedings.

PART IV - NOTICE

Whenever either party desires to give notice to the other, it shall be given by written notice, sent by prepaid certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place specified as the place for giving of notice, which shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the request, the parties designate the following as the respective places for the giving of notice:

FOR THE CITY OF COOPER CITY
City Manager
9090 S.W. 50th Place
Cooper City, Florida 33328

FOR THE OWNER
12767 Equestrian Trl
Davie, FL 33330

FOR THE TOWN OF Southwest Ranches
Town Administrator
13400 Griffin Road
Southwest Ranches, FL 33330

Notice so addressed and sent by prepaid certified mail, with return receipt requested, shall be deemed given when it shall have been so deposited in the United States mail.

PART V - ADDITIONAL PROVISIONS

A. EXHIBITS

The following exhibits are attached, as part of this Agreement and are incorporated into this Agreement:

EXHIBIT "A" – Legal Description of PROPERTY

EXHIBIT "B" – A copy of the site plan of the PROPERTY reduced to 8 ½ by 14" page size.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the day and year indicated below:

Signed, sealed and delivered
in the presence of:

ATTEST:

Geetha Chellam
CITY CLERK

THE CITY OF COOPER CITY

BY:

MAYOR GREG ROSS

DATE:

8-2-02

ATTEST:

BY: 6/19
MAYOR GREG ROSS
DATE: _____

mla
CITY CLERK

Approved as to legal form:

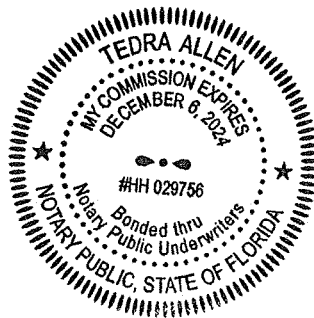
[Signature]
CITY ATTORNEY

STATE OF FLORIDA)
COUNTY OF BROWARD) SS

BEFORE ME personally appeared Mayor Greg Ross to me well known and known to me to be the person (s) described in and who executed the foregoing instrument, and acknowledged to and before me that Mayor Greg Ross executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 2nd day of August, 2022.

My commission expires:



Tedra Allen
NOTARY PUBLIC STATE OF FLORIDA

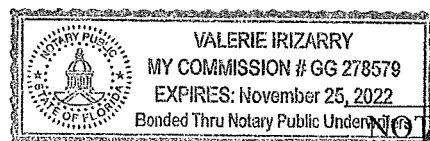
OWNER

BY: Wafa Issa Asad
DATE: 5-25-22

STATE OF FLORIDA)
COUNTY OF BROWARD)

BEFORE ME personally appeared Wafa Issa Asad to me well known and known to me to be the person(s) described in and who executed the foregoing instrument, and acknowledged to and before me that Wafa Issa Asad executed said instrument for the purposes therein expressed.

May
20 22 WITNESS my hand and official seal, this 25 day of



My commission expires:

[Signature]
NOTARY PUBLIC STATE OF FLORIDA

Signed, sealed and delivered
in the presence of:

THE TOWN OF

Signed, sealed and delivered
in the presence of:

THE TOWN OF SOUTHWEST RANCHES

ATTEST:

Luella Williams
CITY CLERK

BY:

Steve Breitkreuz
MAYOR STEVE BREITKREUZ

DATE: June 23, 2022

Approved as to legal form:

Debra M. Rugga
CITY ATTORNEY

STATE OF FLORIDA)
COUNTY OF BROWARD) SS

BEFORE ME personally appeared Steve Breitkreuz to me well known and known to me to be the person (s) described in and who executed the foregoing instrument, and acknowledged to and before me that Steve Breitkreuz executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 23rd day of June, 2022.

Debra M. Rugga
NOTARY PUBLIC STATE OF FLORIDA

My commission expires:

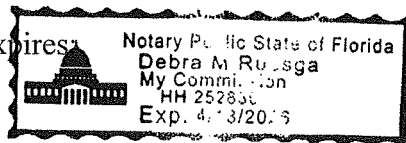


EXHIBIT A

LEGAL DESCRIPTION:

PARCEL "A", LINDO RANCHES, ACCORDING TO THE PLAT THEREOF,
AS RECORDED IN PLAT BOOK 148, PAGE 38 OF THE PUBLIC
RECORDS OF BROWARD COUNTY, FLORIDA. SAID LANDS SITUATE,
LYING AND BEING IN THE TOWN OF SOUTHWEST RANCHES, FLORIDA.

MIN. EQUIP. PAD ELEV
FEMA (BFE) + 1 = 55 + 10 = 65 NAVD
FINISH FL. ELEV. EQUIP PAD PROVIDED = 8.5' NAVD

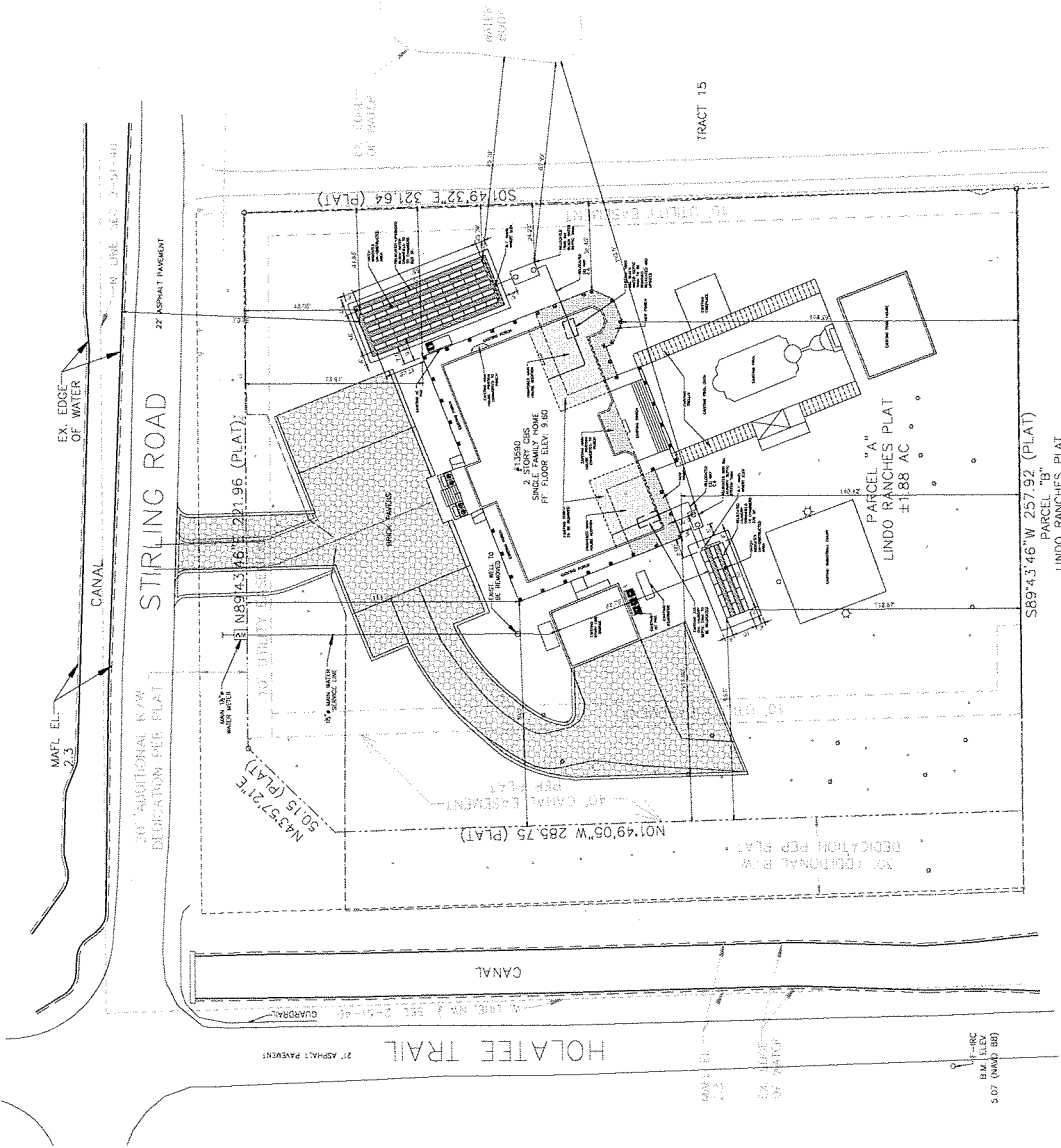
MIN. FIN. FLOOR ELEVATION

FEMA + 1 = 9.5 + 1.0 = 8.5 NAVD
100 YR FLOOD ELEV = 8.5 NAVD
CROWN OF ROAD ELEV + 1.5 = 5.6 NAVD + 1.5 = 7.1 NAVD
LAG = 8.5' PROVIDED
THEREFORE MIN. FINISH FL. ELEV = 8.5' NAVD REQUIRED
FINISH FL. ELEV = 10.0' NAVD PROVIDED

L.A.G. INFORMATION TABLE	
6.10 NAVD (CROWN OF ROAD) +1.5	= 7.6 NAVD
5.5 NAVD (10YR FLOOD) +1.5	= 7.0 NAVD
LOWEST ADJACENT GRADE MIN	= 7.6 NAVD
ADJACENT GRADE PROVIDED	= 6.5 NAVD

ELEV. INFORMATION TABLE	
FEMA ZONE	AH
FEMA BASE FLOOD :	5.5 (NAVD)
B.C. - 100 YEAR FLOOD ELEV	6.5 NAVD
CROWN OF ROAD	6.15 NAVD
10 YEAR FLOOD ELEV	7.0 NAVD (5.5 NAVD)

LEGAL DESCRIPTION
PARCELS "A," "LINDO RANCHES," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 145, PAGE 38, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA

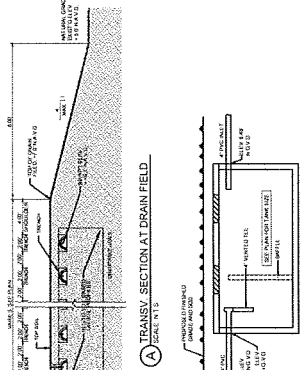


SEPTIC TANK CALCULATION		
TOTAL WASTEWATER FLOWING (GPD) 3,000 GPD REQUIRED		
1.000 GPD	=	1.000 GPD
2.000 GPD	=	2.000 GPD
3.000 GPD	=	3.000 GPD
4.000 GPD	=	4.000 GPD
5.000 GPD	=	5.000 GPD
6.000 GPD	=	6.000 GPD
7.000 GPD	=	7.000 GPD
8.000 GPD	=	8.000 GPD
9.000 GPD	=	9.000 GPD
10.000 GPD	=	10.000 GPD
11.000 GPD	=	11.000 GPD
12.000 GPD	=	12.000 GPD
13.000 GPD	=	13.000 GPD
14.000 GPD	=	14.000 GPD
15.000 GPD	=	15.000 GPD
16.000 GPD	=	16.000 GPD
17.000 GPD	=	17.000 GPD
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95.000 GPD	=	95.000 GPD
96.000 GPD	=	96.000 GPD
97.000 GPD	=	97.000 GPD
98.000 GPD	=	98.000 GPD
99.000 GPD	=	99.000 GPD
100.000 GPD	=	100.000 GPD

[illegible]

SETBACKS		
DESCRIPTION	MIN. REQUIRED	MIN. PROVIDED
FRONT (SOUTH)	5'	128.4'
REAR (NORTH)	25'	208.7'
SIDE (EAST)	25'	197.3'
SIDE (WEST)	20'	543.22'

BUILDING HEIGHTS		
DESCRIPTION	MAX ALLOWED	MAX PROVIDED
ROOF HEIGHT	35' 0"	34' 0"



B LONG. SECTION AT SEPTIC TANK
SCALE: N.T.S.

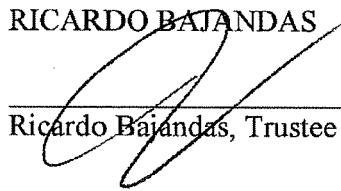
JOINDER AND CONSENT TO WATER AND SEWER AGREEMENT
FOR SINGLE FAMILY HOMEOWNER

KNOWN ALL BY THESE PRESENTS:

RICARDO BAJANDAS, as trustee for the Wafa Issa Asad Irrevocable Trust, hereby joins and consents to the Water and Sewer Agreement for Single Family Homeowner between the City of Cooper City and BAJANDAS, RICARDO Wafa Issa Asad Irrev TR, dated on or about July 26, 2022 (the "Agreement"), for the property generally located at 13590 Stirling Road, Southwest Ranches, FL 33330 (the "Property"). The City of Cooper City is hereby authorized to serve the Property in accordance with the terms and conditions of the Agreement, which may be amended by the parties from time to time.

IN WITNESS WHEREOF, Ricardo Bajandas has caused these presents to be executed in its name on this 21st day of July, 2022.

RICARDO BAJANDAS

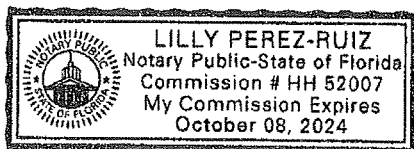


Ricardo Bajandas, Trustee

STATE OF FLORIDA)
COUNTY OF BROWARD)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared RICARDO BAJANDAS as Trustee of the BAJANDAS, RICARDO Wafa Issa Asad Irrev TR, and acknowledged execution of the foregoing Agreement as the proper official of the Trust for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 21st day of July, 2022.





Notary Public

Lilly Perez-Ruiz
(Name of Notary Typed, Printed or Stamped)

WATER AGREEMENT**FOR SINGLE-FAMILY HOMEOWNER**

FOR: AMMAR & ALI ASAD IRREV TR BAJANDAS, RICARDO TRSTEE
(NAME OF OWNER)

LOCATION: 5850 ASAD DRIVE SOUTHWEST RANCHES, 33330

THIS AGREEMENT effective this 2nd day of Aug, 22 made and entered into by and between:

THE CITY OF COOPER CITY, a municipal corporation of the State of Florida, hereinafter referred to as the "CITY," the Town of Southwest Ranches, a municipal corporation of the State of Florida, hereinafter referred to as the "TOWN," and AMMAR & ALI ASAD IRREV TR BAJANDAS, RICARDO TRSTEE an individual with a property address of 5850 ASAD DRIVE SOUTHWEST RANCHES, 33330, hereinafter referred to as the "OWNER." CITY, TOWN, and OWNER may hereinafter be collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, CITY is the owner and operator of a water treatment plant, together with water distribution facilities known as COOPER CITY WATER SYSTEM; and

WHEREAS, OWNER controls certain real property in Broward County, Florida, as shown and described in Exhibit "A" attached hereto and made a part of hereof; and all references made in this Agreement to PROPERTY shall refer specifically to OWNER'S PROPERTY described in Exhibit "A" attached; and

WHEREAS, the PROPERTY is located in the TOWN; and

WHEREAS, OWNER desires to procure water service from CITY for the PROPERTY; and

WHEREAS, Section 19-142 of the CITY's Code of Ordinances authorizes the CITY to provide water service outside of the CITY's municipal boundaries, subject to Ch. 180, F.S., and the terms and conditions set forth in the CITY Code; and

WHEREAS, Section 180.19, F.S., authorizes a municipality to provide water service outside of its corporate limits and in another municipality, subject to the terms and conditions as may be agreed upon between such municipalities and the owner of the property receiving such service; and

WHEREAS, the Parties desire to enter into an agreement setting forth the mutual understandings and undertaking regarding the furnishing of said water services for the PROPERTY; and

WHEREAS, the Cooper City City Commission has approved this Agreement and has authorized the proper CITY officials to execute this Agreement by motion passed at a regular City Commission meeting on July 26, 20 22; and



CERTIFICATION
I certify this to be a true and correct copy of the record.
WITNESSETH my hand and official seal of the Town of Southwest Ranches, Florida

this 29 day of June, 20 22
Tap O... Deputy Town Clerk

WHEREAS, the Cooper City City Commission has approved this Agreement and has authorized the proper CITY officials to execute this Agreement by motion passed at a regular City Commission meeting on _____, 20____; and

WHEREAS, the Town Council has approved this Agreement and has authorized the proper Town officials to execute this Agreement by motion passed at a regular Council meeting on June 23, 2022.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings of CITY and OWNER and other good and valuable considerations, these parties covenant and agree with each other as follows:

PART I - DEFINITIONS

- A. The term OWNER shall refer to the Contracting Party in this Agreement who has an ownership interest in the PROPERTY.
- B. The term EQUIVALENT RESIDENTIAL CONNECTION, referred to in this Agreement as ERC, is the assumed average daily flow of a detached single-family residential unit.
- C. The term PROPERTY refers to the real property described in Exhibit "A" attached to and incorporated into this Agreement.
- D. The term CITY COMMISSION shall refer to the City of Cooper City City Commission.

PART II - OWNER'S OBLIGATIONS

A. CONTRIBUTION PAYMENTS FROM OWNER

The contribution charges (both water and sewer) shall be calculated according to rates set by Resolution of the City Commission. In addition to all rates, fees and charges otherwise imposed on consumers within the City, in accordance with Section 180.191, F.S., and Section 19-142 of the City Code, the OWNER shall pay to the CITY a surcharge equal to twenty-five percent (25%) of all charges for services provided under this Agreement. This surcharge payment shall be due and payable along with payment for all services provided by this Agreement.

Payment of the contribution charges is a condition precedent to the execution of this Agreement. The contribution charges applicable for this Agreement are summarized as follows:

CONTRIBUTION (WATER)

Residential# 1 Units X 1 ERC's Per Unit @ \$1,348.77 Per ERC
Total ERC's 8 (WATER)

CONTRIBUTION (SEWER)

Residential# _____ Units X _____ ERC's Per Unit @ _____ Per ERC
Total ERC's 0 (SEWER)

OWNER has **already** paid to CITY the sum of \$6,580.00 for 1 ½" water meter and is now paying the difference of \$4,210.16 to upsize to 2" water meter.

\$4,210.16 for THE CONTRIBUTION CHARGES DUE AT THE TIME THIS AGREEMENT IS APPROVED BY THE CITY COMMISSION.

PART III. - MUTUAL COVENANTS

A. EXCLUSIVE RIGHTS OF CITY

CITY shall have the exclusive right to furnish water service to consumers within the PROPERTY covered by this Agreement. Notwithstanding anything to the contrary, the CITY's duties and obligations, as set forth herein, shall be subject to the CITY having adequate water capacity to serve the PROPERTY. The City shall have the sole authority and discretion to determine its water capacity and its ability to serve the PROPERTY pursuant to this Agreement.

B. WELLS PROHIBITED EXCEPT FOR IRRIGATION

OWNER, his successors and assigns, and the owners and occupants of buildings on OWNER'S PROPERTY shall not install or maintain any water wells except for irrigation purposes. These wells shall not be connected to any potable water system.

C. PROMULGATION OF REASONABLE RULES OF SERVICES

CITY shall have the right to promulgate, from time to time, reasonable rules and regulations relating to the furnishing of water service to consumers within the PROPERTY encompassed by this Agreement. Such rules and regulations may relate to, but are not limited to, rates, deposits, and connection charges and the right to discontinue services under certain conditions. OWNER hereby acknowledges and agrees that rates are subject to change at any time by CITY. The OWNER shall be subject to all local, state and federal ordinances, rules and regulations applicable to the services provided by the CITY, including, but not limited to, Chapter 19 and Chapter 25 of the CITY's Code of Ordinances, as may be amended from time to time.

D. CITY NOT LIABLE FOR OWNER'S OR CONSUMER'S PROPERTY

CITY shall not be liable or responsible for maintenance or operation of any pipes, pipelines, valves, fixtures or equipment on any of the properties of the customers, consumers or users on OWNER'S PROPERTY other than the water service lines within granted easements to CITY pursuant to this Agreement. In the event that CITY cannot provide sufficient water service as a result of the actions of any regulatory agency, then CITY'S sole obligation shall be to refund OWNER'S contribution charges as described in this Agreement.

E. OWNER'S RESPONSIBILITY

G. SYSTEM ON CONSUMER'S PROPERTY TO BE KEPT IN GOOD WORKING CONDITION

Each consumer of water service on OWNER'S PROPERTY shall keep all water pipes, service lines, connections and necessary fixtures and equipment on the premises occupied by said consumer, and within the interior lines of the lot occupied by the consumer in good order and condition. The sale of water by CITY to the consumer shall occur at the consumer's side of the entire meter installation, but the obligation for the maintenance of the lines shall be as set forth above and applicable to CITY regulations.

H. DISCLAIMER

Any temporary cessations or interruptions of the furnishings of water to the PROPERTY described herein, irrespective of duration, at any time caused by an Act of God, fires, strikes, casualties, accidents, power failures, necessary maintenance work, breakdowns, damage to equipment or mains, civil or military authority, riots or other cause beyond the control of CITY shall not constitute a breach of the provisions contained herein nor impose any liability upon CITY by OWNER, his successors and assigns.

I. SEVERABILITY

If and section, subsection, sentence, clause, phrase or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining hereof.

J. RECORDING OF AGREEMENT

The provisions of this Agreement shall run with the land and be binding upon and inure to the benefits of successors to title to the property. This Agreement shall be recorded by CITY among the Public Records of Broward County, Florida, for the particular purpose of placing all owners or occupants of properties in OWNER'S PROPERTY connected to or to be connected to said water system of CITY upon notice of each and every one of the provisions herein contained to the same extent and with the same force and effect as if said owners and occupants had joined with the parties to this Agreement in the execution thereof; and the acquisition or occupancy of real PROPERTY in OWNER'S PROPERTY connected to or to be connected to said water system of CITY shall be deemed conclusive evidence of the fact that the said owners or occupants have consented to and accepted the Agreement herein contained and have become bound thereby.

K. HOLD HARMLESS PROVISION

It is mutually agreed that CITY shall be indemnified and held harmless by the OWNER from any and all liability for damages if CITY'S obligations under this Agreement cannot be fulfilled as a result of any ruling or order by any other governmental or regulatory agency having jurisdiction over the subject matter hereof; and in such event, this Agreement shall be null and void and unenforceable by either party regarding that portion of the OWNER'S PROPERTY for which CITY cannot perform its obligation.

L. ATTORNEY'S FEES FOR LITIGATION

The parties agree that in the event that it becomes necessary for any party to this Agreement to litigate in order to enforce its rights under the terms of this Agreement, then, and in that event, the prevailing party shall be entitled to receive from the non-prevailing party reasonable Attorney's fees and the costs of such litigation, including appellate proceedings.

PART IV - NOTICE

Whenever either party desires to give notice to the other, it shall be given by written notice, sent by prepaid certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place specified as the place for giving of notice, which shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the request, the parties designate the following as the respective places for the giving of notice:

FOR THE CITY OF COOPER CITY
City Manager
9090 S.W. 50th Place
Cooper City, Florida 33328

FOR THE OWNER
12767 Equestrian Trl
Davie, FL 33330

FOR THE TOWN OF Southwest Ranches
Town Administrator
1340 Griffin Rd
Southwest Ranches, Fl 33330

Notice so addressed and sent by prepaid certified mail, with return receipt requested, shall be deemed given when it shall have been so deposited in the United States mail.

PART V - ADDITIONAL PROVISIONS

A. EXHIBITS

The following exhibits are attached, as part of this Agreement and are incorporated into this Agreement:

EXHIBIT "A" – Legal Description of PROPERTY

EXHIBIT "B" – A copy of the site plan of the PROPERTY reduced to 8 ½ by 14" page size.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the day and year indicated below:

Signed, sealed and delivered
in the presence of:

ATTEST:

[Signature]
CITY CLERK

THE CITY OF COOPER CITY

BY: [Signature]
MAYOR GREG ROSS

DATE: 8-2-00

ATTEST:

BY: N/A
MAYOR GREG ROSS
DATE: _____

N/A
CITY CLERK

Approved as to legal form:

[Signature]
CITY ATTORNEY

STATE OF FLORIDA)
COUNTY OF BROWARD) SS

BEFORE ME personally appeared Mayor Greg Ross to me well known and known to me to be the person (s) described in and who executed the foregoing instrument, and acknowledged to and before me that Mayor Greg Ross executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 9th day of August, 2022.

My commission expires:



[Signature]
NOTARY PUBLIC STATE OF FLORIDA

OWNER

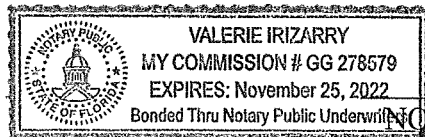
BY: Ammar & Ali Asad
DATE: 5-25-22

STATE OF FLORIDA)
COUNTY OF BROWARD)

BEFORE ME personally appeared Ammar & Ali Asad to me well known and known to me to be the person(s) described in and who executed the foregoing instrument, and acknowledged to and before me that Ammar & Ali Asad executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 25 day of May, 2022.

My commission expires:



[Signature]
NOTARY PUBLIC STATE OF FLORIDA

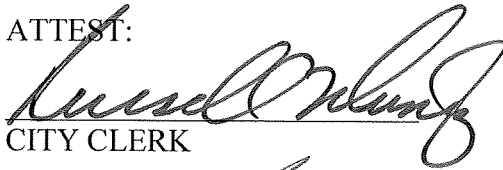
Signed, sealed and delivered
in the presence of:

THE TOWN OF

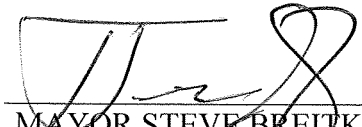
Signed, sealed and delivered
in the presence of:

THE TOWN OF SOUTHWEST RANCHES

ATTEST:


CITY CLERK

BY:

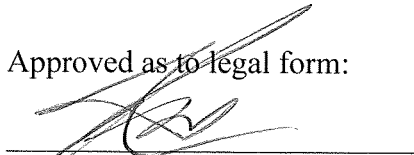


MAYOR STEVE BREITKREUZ

DATE:

6.23.22

Approved as to legal form:

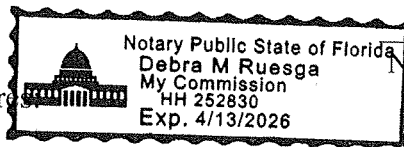

CITY ATTORNEY

STATE OF FLORIDA)
COUNTY OF BROWARD) SS

BEFORE ME personally appeared Steve Breitkreuz to me well known and known to me to be the person (s) described in and who executed the foregoing instrument, and acknowledged to and before me that Steve Breitkreuz executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 23rd day of June, 20 22.

My commission expires




NOTARY PUBLIC STATE OF FLORIDA

EXHIBIT A

LEGAL DESCRIPTION:

THE WEST HALF OF TRACTS 43 AND 44, IN SECTION 35, TOWNSHIP 50 SOUTH, RANGE 40 EAST, ACCORDING TO THE PLAT THEREOF "FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1", AS RECORDED IN PLAT BOOK 2, PAGE 17, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TOGETHER WITH;

THE WEST HALF OF THE EAST HALF AND THE WEST HALF OF THE EAST HALF OF THE EAST HALF OF TRACTS 43 AND 44, AND PORTION OF WEST HALF OF THE EAST HALF OF TRACTS 41 AND 42, ACCORDING TO THE PLAT THEREOF "FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1", AS RECORDED IN PLAT BOOK 2, PAGE 17, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA.

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 35, TOWNSHIP 50 SOUTH, RANGE 40 EAST; THENCE NORTH 89° 43'46" EAST ALONG THE SOUTH LINE OF SAID SECTION, A DISTANCE OF 659.76 FEET; THENCE NORTH 00° 47'33" WEST, A DISTANCE OF 55.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01° 47'33" WEST, A DISTANCE OF 605.41 FEET; THENCE SOUTH 89° 43'41" WEST, A DISTANCE OF 619.79 FEET; THENCE NORTH 01° 47'46" WEST, A DISTANCE OF 660.40 FEET; THENCE NORTH 89° 43'36" EAST, A DISTANCE OF 1,114.71; THENCE SOUTH 01° 47'23" EAST, A DISTANCE OF 660.44 FEET; THENCE SOUTH 89° 43'41" WEST, A DISTANCE OF 204.84 FEET; THENCE SOUTH 43° 58'04" WEST, A DISTANCE OF 174.42 FEET; THENCE SOUTH 01° 47'33" EAST, A DISTANCE OF 480.41 FEET; THENCE SOUTH 89° 43'46" WEST, A DISTANCE OF 165.00 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT;

THE SOUTH 40 FEET THEREOF, AND THE WEST 40 FEET OF TRACTS 43 AND 44, AS CONVEYED TO BROWARD COUNTY BY QUIT-CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 4230, PAGE 627, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SAID LANDS SITUATE, LYING AND BEING IN THE TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA. CONTAINING 843,122.09 SQUARE FEET (19.36 ACRES) MORE OR LESS. #

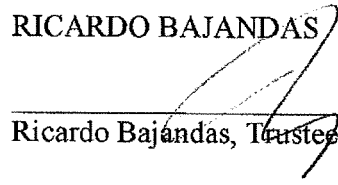
**JOINDER AND CONSENT TO WATER AND SEWER AGREEMENT
FOR SINGLE FAMILY HOMEOWNER**

KNOWN ALL BY THESE PRESENTS:

RICARDO BAJANDAS, as trustee for the Ammar & Ali Asad Irrevocable Trust, hereby joins and consents to the Water and Sewer Agreement for Single Family Homeowner between the City of Cooper City and AMMAR & ALI ASAD IRREV TR BAJANDAS, RICARDO TRSTEE, dated on or about July 26, 2022 (the "Agreement"), for the property generally located at 5850 Asad Drive, Southwest Ranches, FL 33330 (the "Property"). The City of Cooper City is hereby authorized to serve the Property in accordance with the terms and conditions of the Agreement, which may be amended by the parties from time to time.

IN WITNESS WHEREOF, Ricardo Bajandas has caused these presents to be executed in its name on this 21st day of July, 2022.

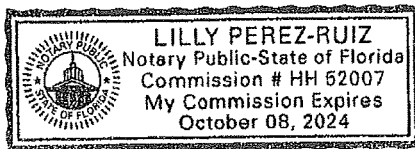
RICARDO BAJANDAS


Ricardo Bajandas, Trustee

STATE OF FLORIDA)
COUNTY OF BROWARD)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared RICARDO BAJANDAS as Trustee of the AMMAR & ALI ASAD IRREV TR BAJANDAS, RICARDO TRSTEE, and acknowledged execution of the foregoing Agreement as the proper official of the Trust for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 21st day of July, 2022.




Notary Public

Lilly Perez-Ruiz
(Name of Notary Typed, Printed or Stamped)

WATER AGREEMENT

FOR SINGLE-FAMILY HOMEOWNER

FOR: ADNAN ISSA M ASAD IRREV TR BAJANDAS, RICARDO TRS
(NAME OF OWNER)

LOCATION: 5950 ASAD CT SOUTHWEST RANCHES, FL 33330

THIS AGREEMENT effective this 2nd day of Aug 9, 2022 made and entered into by and between:

THE CITY OF COOPER CITY, a municipal corporation of the State of Florida, hereinafter referred to as the "CITY," the Town of Southwest Ranches, a municipal corporation of the State of Florida, hereinafter referred to as the "TOWN," and ADNAN ISSA M ASAD IRREV TR BAJANDAS, RICARDO TRS, an individual with a property address of 5950 ASAD CT SOUTHWEST RANCHES, FL 33330, hereinafter referred to as the "OWNER." CITY, TOWN, and OWNER may hereinafter be collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, CITY is the owner and operator of a water treatment plant, together with water distribution facilities known as COOPER CITY WATER SYSTEM; and

WHEREAS, OWNER controls certain real property in Broward County, Florida, as shown and described in Exhibit "A" attached hereto and made a part of hereof; and all references made in this Agreement to PROPERTY shall refer specifically to OWNER'S PROPERTY described in Exhibit "A" attached; and

WHEREAS, the PROPERTY is located in the TOWN; and

WHEREAS, OWNER desires to procure water service from CITY for the PROPERTY; and

WHEREAS, Section 19-142 of the CITY's Code of Ordinances authorizes the CITY to provide water service outside of the CITY's municipal boundaries, subject to Ch. 180, F.S., and the terms and conditions set forth in the CITY Code; and

WHEREAS, Section 180.19, F.S., authorizes a municipality to provide water service outside of its corporate limits and in another municipality, subject to the terms and conditions as may be agreed upon between such municipalities and the owner of the property receiving such service; and

WHEREAS, the Parties desire to enter into an agreement setting forth the mutual understandings and undertaking regarding the furnishing of said water services for the PROPERTY; and



CERTIFICATION
I certify this to be a true and correct copy of the record.
WITNESSETH my hand and official seal of the Town of Southwest Ranches, Florida
this 29 day of June, 2022
7995 Deputy Town Clerk

WHEREAS, the Cooper City City Commission has approved this Agreement and has authorized the proper CITY officials to execute this Agreement by motion passed at a regular City Commission meeting on July 26, 20 22; and

WHEREAS, the Town Council has approved this Agreement and has authorized the proper Town officials to execute this Agreement by motion passed at a regular Council meeting on June 23rd, 20 22.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings of CITY and OWNER and other good and valuable considerations, these parties covenant and agree with each other as follows:

PART I - DEFINITIONS

- A. The term OWNER shall refer to the Contracting Party in this Agreement who has an ownership interest in the PROPERTY.
- B. The term EQUIVALENT RESIDENTIAL CONNECTION, referred to in this Agreement as ERC, is the assumed average daily flow of a detached single-family residential unit.
- C. The term PROPERTY refers to the real property described in Exhibit "A" attached to and incorporated into this Agreement.
- D. The term CITY COMMISSION shall refer to the City of Cooper City City Commission.

PART II - OWNER'S OBLIGATIONS

A. CONTRIBUTION PAYMENTS FROM OWNER

The contribution charges (both water and sewer) shall be calculated according to rates set by Resolution of the City Commission. In addition to all rates, fees and charges otherwise imposed on consumers within the City, in accordance with Section 180.191, F.S., and Section 19-142 of the City Code, the OWNER shall pay to the CITY a surcharge equal to twenty-five percent (25%) of all charges for services provided under this Agreement. This surcharge payment shall be due and payable along with payment for all services provided by this Agreement.

Payment of the contribution charges is a condition precedent to the execution of this Agreement. The contribution charges applicable for this Agreement are summarized as follows:

CONTRIBUTION (WATER)

Residential# 1 Units X 1 ERC's Per Unit @ \$1,348.77 Per ERC
Total ERC's 8 (WATER)

CONTRIBUTION (SEWER)

Residential# _____ Units X _____ ERC's Per Unit @ _____ Per ERC
Total ERC's 0 (SEWER)

OWNER has **already** paid to CITY the sum of \$6,580.00 for 1 ½" water meter and is now paying the difference of \$4,210.16 to upsize to 2" water meter.

\$4,210.16 for THE CONTRIBUTION CHARGES DUE AT THE TIME THIS AGREEMENT IS APPROVED BY THE CITY COMMISSION.

PART III. - MUTUAL COVENANTS

A. EXCLUSIVE RIGHTS OF CITY

CITY shall have the exclusive right to furnish water service to consumers within the PROPERTY covered by this Agreement. Notwithstanding anything to the contrary, the CITY's duties and obligations, as set forth herein, shall be subject to the CITY having adequate water capacity to serve the PROPERTY. The City shall have the sole authority and discretion to determine its water capacity and its ability to serve the PROPERTY pursuant to this Agreement.

B. WELLS PROHIBITED EXCEPT FOR IRRIGATION

OWNER, his successors and assigns, and the owners and occupants of buildings on OWNER'S PROPERTY shall not install or maintain any water wells except for irrigation purposes. These wells shall not be connected to any potable water system.

C. PROMULGATION OF REASONABLE RULES OF SERVICES

CITY shall have the right to promulgate, from time to time, reasonable rules and regulations relating to the furnishing of water service to consumers within the PROPERTY encompassed by this Agreement. Such rules and regulations may relate to, but are not limited to, rates, deposits, and connection charges and the right to discontinue services under certain conditions. OWNER hereby acknowledges and agrees that rates are subject to change at any time by CITY. The OWNER shall be subject to all local, state and federal ordinances, rules and regulations applicable to the services provided by the CITY, including, but not limited to, Chapter 19 and Chapter 25 of the CITY's Code of Ordinances, as may be amended from time to time.

D. CITY NOT LIABLE FOR OWNER'S OR CONSUMER'S PROPERTY

CITY shall not be liable or responsible for maintenance or operation of any pipes, pipelines, valves, fixtures or equipment on any of the properties of the customers, consumers or users on OWNER'S PROPERTY other than the water service lines within granted easements to CITY pursuant to this Agreement. In the event that CITY cannot provide sufficient water service as a result of the actions of any regulatory agency, then CITY'S sole obligation shall be to refund OWNER'S contribution charges as described in this Agreement.

E. OWNER'S RESPONSIBILITY

Unless otherwise specified in this Agreement, this Agreement shall not be binding until fully executed, but once executed, it shall have a retroactive effect commencing from the date of the City Commission Meeting at which it was approved.

G. SYSTEM ON CONSUMER'S PROPERTY TO BE KEPT IN GOOD WORKING CONDITION

Each consumer of water service on OWNER'S PROPERTY shall keep all water pipes, service lines, connections and necessary fixtures and equipment on the premises occupied by said consumer, and within the interior lines of the lot occupied by the consumer in good order and condition. The sale of water by CITY to the consumer shall occur at the consumer's side of the entire meter installation, but the obligation for the maintenance of the lines shall be as set forth above and applicable to CITY regulations.

H. DISCLAIMER

Any temporary cessations or interruptions of the furnishings of water to the PROPERTY described herein, irrespective of duration, at any time caused by an Act of God, fires, strikes, casualties, accidents, power failures, necessary maintenance work, breakdowns, damage to equipment or mains, civil or military authority, riots or other cause beyond the control of CITY shall not constitute a breach of the provisions contained herein nor impose any liability upon CITY by OWNER, his successors and assigns.

I. SEVERABILITY

If and section, subsection, sentence, clause, phrase or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining hereof.

J. RECORDING OF AGREEMENT

The provisions of this Agreement shall run with the land and be binding upon and inure to the benefits of successors to title to the property. This Agreement shall be recorded by CITY among the Public Records of Broward County, Florida, for the particular purpose of placing all owners or occupants of properties in OWNER'S PROPERTY connected to or to be connected to said water system of CITY upon notice of each and every one of the provisions herein contained to the same extent and with the same force and effect as if said owners and occupants had joined with the parties to this Agreement in the execution thereof; and the acquisition or occupancy of real PROPERTY in OWNER'S PROPERTY connected to or to be connected to said water system of CITY shall be deemed conclusive evidence of the fact that the said owners or occupants have consented to and accepted the Agreement herein contained and have become bound thereby.

K. HOLD HARMLESS PROVISION

It is mutually agreed that CITY shall be indemnified and held harmless by the OWNER from any and all liability for damages if CITY'S obligations under this Agreement cannot be fulfilled as a result of any ruling or order by any other governmental or regulatory agency having jurisdiction over the subject matter hereof; and in such event, this

Agreement shall be null and void and unenforceable by either party regarding that portion of the OWNER'S PROPERTY for which CITY cannot perform its obligation.

L. ATTORNEY'S FEES FOR LITIGATION

The parties agree that in the event that it becomes necessary for any party to this Agreement to litigate in order to enforce its rights under the terms of this Agreement, then, and in that event, the prevailing party shall be entitled to receive from the non-prevailing party reasonable Attorney's fees and the costs of such litigation, including appellate proceedings.

PART IV - NOTICE

Whenever either party desires to give notice to the other, it shall be given by written notice, sent by prepaid certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place specified as the place for giving of notice, which shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the request, the parties designate the following as the respective places for the giving of notice:

FOR THE CITY OF COOPER CITY

City Manager
9090 S.W. 50th Place
Cooper City, Florida 33328

FOR THE OWNER

12767 Equestrian Trl
Davie, FL 33330

FOR THE TOWN OF Southwest Ranches
Town Administrator
13400 Griffin Rd
Southwest Ranches, FL 33330

Notice so addressed and sent by prepaid certified mail, with return receipt requested, shall be deemed given when it shall have been so deposited in the United States mail.

PART V - ADDITIONAL PROVISIONS

A. EXHIBITS

The following exhibits are attached, as part of this Agreement and are incorporated into this Agreement:

EXHIBIT "A" – Legal Description of PROPERTY

EXHIBIT "B" – A copy of the site plan of the PROPERTY reduced to 8 ½ by 14" page size.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the day and year indicated below:

Signed, sealed and delivered
in the presence of:

THE CITY OF COOPER CITY

ATTEST:

Tedra Allen
CITY CLERK

BY:

MAYOR GREG ROSS

DATE:

Approved as to legal form:

[Signature]
CITY ATTORNEY

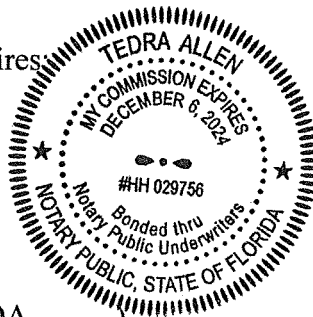
STATE OF FLORIDA)
COUNTY OF BROWARD) SS

BEFORE ME personally appeared Mayor Greg Ross to me well known and known to me to be the person (s) described in and who executed the foregoing instrument, and acknowledged to and before me that Mayor Greg Ross executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 2nd day of August, 2022.

Tedra Allen
NOTARY PUBLIC STATE OF FLORIDA

My commission expires:



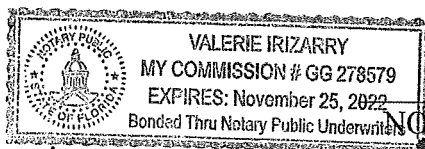
OWNER

BY: Adnan Issa Asad
DATE: 5-25-22

STATE OF FLORIDA)
COUNTY OF BROWARD)

BEFORE ME personally appeared Adnan Issa Asad to me well known and known to me to be the person(s) described in and who executed the foregoing instrument, and acknowledged to and before me that Adnan Issa Asad executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 25 day of May, 2022.



My commission expires:

[Signature]
NOTARY PUBLIC STATE OF FLORIDA

Signed, sealed and delivered
in the presence of:

THE TOWN OF

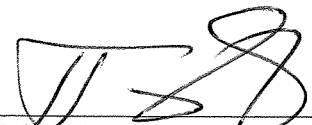
Signed, sealed and delivered
in the presence of:

THE TOWN OF SOUTHWEST RANCHES

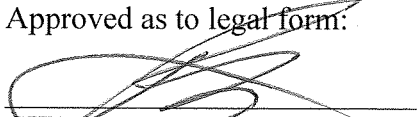
ATTEST:


CITY CLERK

BY:


MAYOR STEVE BREITKREUZ
DATE: 6.23.22

Approved as to legal form:

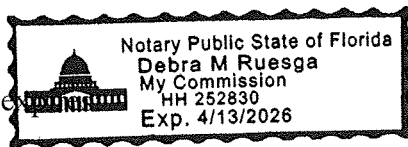

CITY ATTORNEY

STATE OF FLORIDA)
COUNTY OF BROWARD) SS

BEFORE ME personally appeared Steve Breitkreuz to me well known and known to me to be the person (s) described in and who executed the foregoing instrument, and acknowledged to and before me that Steve Breitkreuz executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 23rd day of June, 20 22

My commission expires



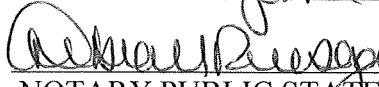

NOTARY PUBLIC STATE OF FLORIDA

EXHIBIT A

LEGAL DESCRIPTION:

ALL OF PARCEL 'A', ASAD RESIDENCE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 183, PAGE 526, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SAID LANDS SITUATE, LYING AND BEING IN THE TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA.

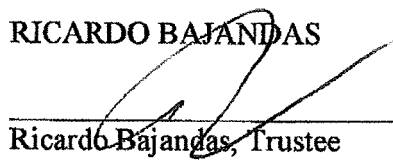
**JOINDER AND CONSENT TO WATER AND SEWER AGREEMENT
FOR SINGLE FAMILY HOMEOWNER**

KNOWN ALL BY THESE PRESENTS:

RICARDO BAJANDAS, as trustee for the Adnan Issa M Asad Irrevocable Trust, hereby joins and consents to the Water and Sewer Agreement for Single Family Homeowner between the City of Cooper City and ADNAN ISSA M ASAD IRREV TR BAJANDAS, RICARDO TRSTEE, dated on or about July 26, 2022 (the "Agreement"), for the property generally located at 5950 Asad Court, Southwest Ranches, FL 33330 (the "Property"). The City of Cooper City is hereby authorized to serve the Property in accordance with the terms and conditions of the Agreement, which may be amended by the parties from time to time.

IN WITNESS WHEREOF, Ricardo Bajandas has caused these presents to be executed in its name on this 21st day of July, 2022.

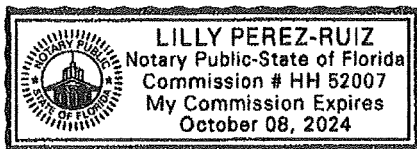
RICARDO BAJANDAS


Ricardo Bajandas, Trustee

STATE OF FLORIDA)
COUNTY OF BROWARD)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared RICARDO BAJANDAS as Trustee of the ADNAN ISSA M ASAD IRREV TR BAJANDAS, RICARDO TRSTEE, and acknowledged execution of the foregoing Agreement as the proper official of the Trust for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 21st day of July, 2022.




Notary Public

Lilly Perez-Ruiz
(Name of Notary Typed, Printed or Stamped)

WATER AGREEMENT

FOR SINGLE-FAMILY HOMEOWNER

FOR: AMMAR & ALI ASAD IRREV TR BAJANDAS, RICARDO TRSTEE
(NAME OF OWNER)

LOCATION: 5900 ASAD WAY SOUTHWEST RANCHES, 33330

THIS AGREEMENT effective this 2nd day of August, 2022 made and entered into by and between:

THE CITY OF COOPER CITY, a municipal corporation of the State of Florida, hereinafter referred to as the "CITY," the Town of Southwest Ranches, a municipal corporation of the State of Florida, hereinafter referred to as the "TOWN," and AMMAR & ALI ASAD IRREV TR BAJANDAS, RICARDO an individual with a property address of 5900 ASAD WAY SOUTHWEST RANCHES, 33330, hereinafter referred to as the "OWNER." CITY, TOWN, and OWNER may hereinafter be collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, CITY is the owner and operator of a water treatment plant, together with water distribution facilities known as COOPER CITY WATER SYSTEM; and

WHEREAS, OWNER controls certain real property in Broward County, Florida, as shown and described in Exhibit "A" attached hereto and made a part of hereof; and all references made in this Agreement to PROPERTY shall refer specifically to OWNER'S PROPERTY described in Exhibit "A" attached; and

WHEREAS, the PROPERTY is located in the TOWN; and

WHEREAS, OWNER desires to procure water service from CITY for the PROPERTY; and

WHEREAS, Section 19-142 of the CITY's Code of Ordinances authorizes the CITY to provide water service outside of the CITY's municipal boundaries, subject to Ch. 180, F.S., and the terms and conditions set forth in the CITY Code; and

WHEREAS, Section 180.19, F.S., authorizes a municipality to provide water service outside of its corporate limits and in another municipality, subject to the terms and conditions as may be agreed upon between such municipalities and the owner of the property receiving such service; and

WHEREAS, the Parties desire to enter into an agreement setting forth the mutual understandings and undertaking regarding the furnishing of said water services for the PROPERTY; and

WHEREAS, the Cooper City City Commission has approved this Agreement and has authorized the proper CITY officials to execute this Agreement by motion passed at a regular City Commission meeting on July 26, 2022; and



CERTIFICATION
I certify this to be a true and correct copy of the record. WITNESSETH my hand and official seal of the Town of Southwest Ranches, Florida this 29 day of June, 2022
[Signature] Deputy Town Clerk

WHEREAS, the Cooper City City Commission has approved this Agreement and has authorized the proper CITY officials to execute this Agreement by motion passed at a regular City Commission meeting on _____, 20____; and

WHEREAS, the Town Council has approved this Agreement and has authorized the proper Town officials to execute this Agreement by motion passed at a regular Council meeting on June 23, 2022.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings of CITY and OWNER and other good and valuable considerations, these parties covenant and agree with each other as follows:

PART I - DEFINITIONS

- A. The term OWNER shall refer to the Contracting Party in this Agreement who has an ownership interest in the PROPERTY.
- B. The term EQUIVALENT RESIDENTIAL CONNECTION, referred to in this Agreement as ERC, is the assumed average daily flow of a detached single-family residential unit.
- C. The term PROPERTY refers to the real property described in Exhibit "A" attached to and incorporated into this Agreement.
- D. The term CITY COMMISSION shall refer to the City of Cooper City City Commission.

PART II - OWNER'S OBLIGATIONS

A. CONTRIBUTION PAYMENTS FROM OWNER

The contribution charges (both water and sewer) shall be calculated according to rates set by Resolution of the City Commission. In addition to all rates, fees and charges otherwise imposed on consumers within the City, in accordance with Section 180.191, F.S., and Section 19-142 of the City Code, the OWNER shall pay to the CITY a surcharge equal to twenty-five percent (25%) of all charges for services provided under this Agreement. This surcharge payment shall be due and payable along with payment for all services provided by this Agreement.

Payment of the contribution charges is a condition precedent to the execution of this Agreement. The contribution charges applicable for this Agreement are summarized as follows:

CONTRIBUTION (WATER)

Residential# 1 Units X 1 ERC's Per Unit @ \$1,348.77 Per ERC
Total ERC's 8 (WATER)

CONTRIBUTION (SEWER)

Residential# _____ Units X _____ ERC's Per Unit @ _____ Per ERC
Total ERC's 0 (SEWER)

OWNER has **already** paid to CITY the sum of \$6,580.00 for 1 ½" water meter and is now paying the difference of \$4,210.16 to upsize to 2" water meter.

\$4,210.16 for THE CONTRIBUTION CHARGES DUE AT THE TIME THIS AGREEMENT IS APPROVED BY THE CITY COMMISSION.

PART III. - MUTUAL COVENANTS

A. EXCLUSIVE RIGHTS OF CITY

CITY shall have the exclusive right to furnish water service to consumers within the PROPERTY covered by this Agreement. Notwithstanding anything to the contrary, the CITY's duties and obligations, as set forth herein, shall be subject to the CITY having adequate water capacity to serve the PROPERTY. The City shall have the sole authority and discretion to determine its water capacity and its ability to serve the PROPERTY pursuant to this Agreement.

B. WELLS PROHIBITED EXCEPT FOR IRRIGATION

OWNER, his successors and assigns, and the owners and occupants of buildings on OWNER'S PROPERTY shall not install or maintain any water wells except for irrigation purposes. These wells shall not be connected to any potable water system.

C. PROMULGATION OF REASONABLE RULES OF SERVICES

CITY shall have the right to promulgate, from time to time, reasonable rules and regulations relating to the furnishing of water service to consumers within the PROPERTY encompassed by this Agreement. Such rules and regulations may relate to, but are not limited to, rates, deposits, and connection charges and the right to discontinue services under certain conditions. OWNER hereby acknowledges and agrees that rates are subject to change at any time by CITY. The OWNER shall be subject to all local, state and federal ordinances, rules and regulations applicable to the services provided by the CITY, including, but not limited to, Chapter 19 and Chapter 25 of the CITY's Code of Ordinances, as may be amended from time to time.

D. CITY NOT LIABLE FOR OWNER'S OR CONSUMER'S PROPERTY

CITY shall not be liable or responsible for maintenance or operation of any pipes, pipelines, valves, fixtures or equipment on any of the properties of the customers, consumers or users on OWNER'S PROPERTY other than the water service lines within granted easements to CITY pursuant to this Agreement. In the event that CITY cannot provide sufficient water service as a result of the actions of any regulatory agency, then CITY'S sole obligation shall be to refund OWNER'S contribution charges as described in this Agreement.

E. OWNER'S RESPONSIBILITY

G. SYSTEM ON CONSUMER'S PROPERTY TO BE KEPT IN GOOD WORKING CONDITION

Each consumer of water service on OWNER'S PROPERTY shall keep all water pipes, service lines, connections and necessary fixtures and equipment on the premises occupied by said consumer, and within the interior lines of the lot occupied by the consumer in good order and condition. The sale of water by CITY to the consumer shall occur at the consumer's side of the entire meter installation, but the obligation for the maintenance of the lines shall be as set forth above and applicable to CITY regulations.

H. DISCLAIMER

Any temporary cessations or interruptions of the furnishings of water to the PROPERTY described herein, irrespective of duration, at any time caused by an Act of God, fires, strikes, casualties, accidents, power failures, necessary maintenance work, breakdowns, damage to equipment or mains, civil or military authority, riots or other cause beyond the control of CITY shall not constitute a breach of the provisions contained herein nor impose any liability upon CITY by OWNER, his successors and assigns.

I. SEVERABILITY

If and section, subsection, sentence, clause, phrase or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining hereof.

J. RECORDING OF AGREEMENT

The provisions of this Agreement shall run with the land and be binding upon and inure to the benefits of successors to title to the property. This Agreement shall be recorded by CITY among the Public Records of Broward County, Florida, for the particular purpose of placing all owners or occupants of properties in OWNER'S PROPERTY connected to or to be connected to said water system of CITY upon notice of each and every one of the provisions herein contained to the same extent and with the same force and effect as if said owners and occupants had joined with the parties to this Agreement in the execution thereof; and the acquisition or occupancy of real PROPERTY in OWNER'S PROPERTY connected to or to be connected to said water system of CITY shall be deemed conclusive evidence of the fact that the said owners or occupants have consented to and accepted the Agreement herein contained and have become bound thereby.

K. HOLD HARMLESS PROVISION

It is mutually agreed that CITY shall be indemnified and held harmless by the OWNER from any and all liability for damages if CITY'S obligations under this Agreement cannot be fulfilled as a result of any ruling or order by any other governmental or regulatory agency having jurisdiction over the subject matter hereof; and in such event, this Agreement shall be null and void and unenforceable by either party regarding that portion of the OWNER'S PROPERTY for which CITY cannot perform its obligation.

L. ATTORNEY'S FEES FOR LITIGATION

The parties agree that in the event that it becomes necessary for any party to this Agreement to litigate in order to enforce its rights under the terms of this Agreement, then, and in that event, the prevailing party shall be entitled to receive from the non-prevailing party reasonable Attorney's fees and the costs of such litigation, including appellate proceedings.

PART IV - NOTICE

Whenever either party desires to give notice to the other, it shall be given by written notice, sent by prepaid certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place specified as the place for giving of notice, which shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the request, the parties designate the following as the respective places for the giving of notice:

FOR THE CITY OF COOPER CITY
City Manager
9090 S.W. 50th Place
Cooper City, Florida 33328

FOR THE OWNER
12767 Equestrian Trl
Davie, FL 33330

FOR THE TOWN OF Southwest Ranches
Town Administrator
13400 Griffin Road
Southwest Ranches, FL 33330

Notice so addressed and sent by prepaid certified mail, with return receipt requested, shall be deemed given when it shall have been so deposited in the United States mail.

PART V - ADDITIONAL PROVISIONS

A. EXHIBITS

The following exhibits are attached, as part of this Agreement and are incorporated into this Agreement:

EXHIBIT "A" – Legal Description of PROPERTY

EXHIBIT "B" – A copy of the site plan of the PROPERTY reduced to 8 ½ by 14" page size.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the day and year indicated below:

Signed, sealed and delivered
in the presence of:

ATTEST:

Yechia Allen
CITY CLERK

THE CITY OF COOPER CITY

BY: [Signature]
MAYOR GREG ROSS

DATE: 8-2-22

ATTEST:

BY: N/A
MAYOR GREG ROSS
DATE: _____

N/A
CITY CLERK

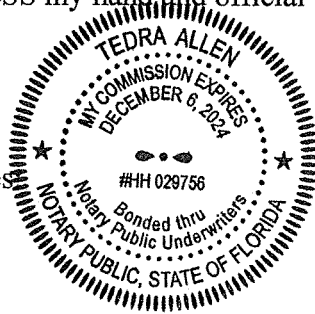
Approved as to legal form:

[Signature]
CITY ATTORNEY

STATE OF FLORIDA)
COUNTY OF BROWARD) SS

BEFORE ME personally appeared Mayor Greg Ross to me well known and known to me to be the person (s) described in and who executed the foregoing instrument, and acknowledged to and before me that Mayor Greg Ross executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 2nd day of August, 2022.



My commission expires:

[Signature]
NOTARY PUBLIC STATE OF FLORIDA

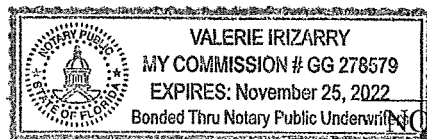
OWNER

BY: Ammar & Ali Asad
DATE: 5-25-22

STATE OF FLORIDA)
COUNTY OF BROWARD)

BEFORE ME personally appeared Ammar & Ali Asad to me well known and known to me to be the person(s) described in and who executed the foregoing instrument, and acknowledged to and before me that Ammar & Ali Asad executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 25 day of May, 2022.



My commission expires:

[Signature]
NOTARY PUBLIC STATE OF FLORIDA

Signed, sealed and delivered
in the presence of:

THE TOWN OF

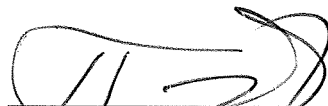
Signed, sealed and delivered
in the presence of:

THE TOWN OF SOUTHWEST RANCHES

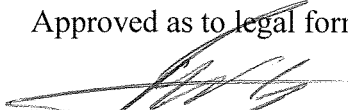
ATTEST:


CITY CLERK

BY:


MAYOR STEVE BREITKREUZ
DATE: 6.23.22

Approved as to legal form:

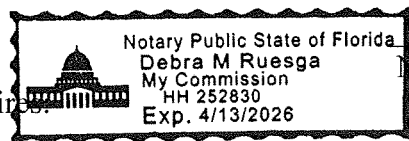

CITY ATTORNEY

STATE OF FLORIDA)
COUNTY OF BROWARD) SS

BEFORE ME personally appeared Steve Breitkreuz to me well known and known to me to be the person (s) described in and who executed the foregoing instrument, and acknowledged to and before me that Steve Breitkreuz executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 23rd day of June, 2022.

My commission expires:




NOTARY PUBLIC STATE OF FLORIDA

EXHIBIT A

LEGAL DESCRIPTION:

THE WEST HALF OF THE EAST HALF OF THE EAST HALF OF TRACTS 41 AND 42, AND PORTION OF WEST HALF OF THE EAST HALF OF TRACTS 41 AND 42, IN SECTION 35, TOWNSHIP 50 SOUTH, RANGE 40 EAST, ACCORDING TO THE PLAT THEREOF "FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1", AS RECORDED IN PLAT BOOK 2, PAGE 17, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 35, TOWNSHIP 50 SOUTH, RANGE 40 EAST; THENCE NORTH $89^{\circ} 43' 46''$ EAST ALONG THE SOUTH LINE OF SAID SECTION, A DISTANCE OF 824.76 FEET; THENCE NORTH $00^{\circ} 47' 33''$ WEST, A DISTANCE OF 55.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH $01^{\circ} 47' 33''$ WEST, A DISTANCE OF 480.41 FEET; THENCE NORTH $43^{\circ} 58' 04''$ EAST, A DISTANCE OF 174.42 FEET; THENCE NORTH $89^{\circ} 43' 41''$ EAST, A DISTANCE OF 204.84 FEET; THENCE SOUTH $01^{\circ} 47' 23''$ EAST, A DISTANCE OF 605.42; THENCE SOUTH $89^{\circ} 43' 46''$ WEST, A DISTANCE OF 329.82 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT;

THE SOUTH 40 FEET THEREOF, AS CONVEYED TO BROWARD COUNTY BY QUIT-CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 4230, PAGE 627, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA

SAID LANDS SITUATE, LYING AND BEING IN THE TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA. CONTAINING 191,807.63 SQUARE FEET (4.40 ACRES) MORE OR LESS. #

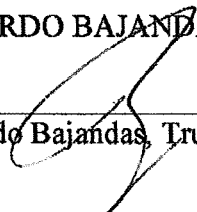
**JOINDER AND CONSENT TO WATER AND SEWER AGREEMENT
FOR SINGLE FAMILY HOMEOWNER**

KNOWN ALL BY THESE PRESENTS:

RICARDO BAJANDAS, as trustee for the Ammar & Ali Asad Irrevocable Trust, hereby joins and consents to the Water and Sewer Agreement for Single Family Homeowner between the City of Cooper City and AMMAR & ALI ASAD IRREV TR BAJANDAS, RICARDO TRSTEE, dated on or about July 26, 2022 (the "Agreement"), for the property generally located at 5900 Asad Way, Southwest Ranches, FL 33330 (the "Property"). The City of Cooper City is hereby authorized to serve the Property in accordance with the terms and conditions of the Agreement, which may be amended by the parties from time to time.

IN WITNESS WHEREOF, Ricardo Bajandas has caused these presents to be executed in its name on this 21st day of July, 2022.

RICARDO BAJANDAS

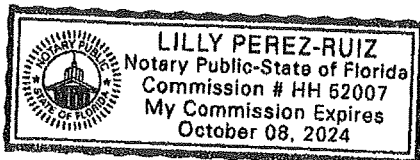


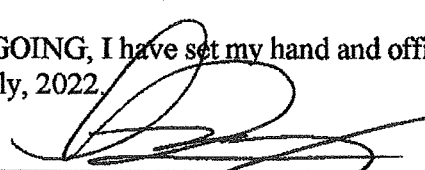
Ricardo Bajandas, Trustee

STATE OF FLORIDA)
COUNTY OF BROWARD)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared RICARDO BAJANDAS as Trustee of the AMMAR & ALI ASAD IRREV TR BAJANDAS, RICARDO TRSTEE, and acknowledged execution of the foregoing Agreement as the proper official of the Trust for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 21st day of July, 2022.





Notary Public

Lilly Perez-Ruiz
(Name of Notary Typed, Printed or Stamped)