

RESOLUTION NO. 2023 - 083

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, CONSENTING TO THE CITY OF SUNRISE PROVIDING WATER SERVICE TO 5301 HANCOCK ROAD, REAL PROPERTY 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 SUNRISE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, 5353 Hancock Road LLC ("Owner"), has real property in the Town of Southwest Ranches, as described in Exhibit "A", attached hereto and incorporated herein by reference; and

WHEREAS, Owner is desirous of obtaining water services for the property, however, water services are not available from the Town of Southwest Ranches; and

WHEREAS, the City of Sunrise, a neighboring municipality, has capacity to provide this home with water services, and is willing to provide such services to the Owner; and

WHEREAS, the Owner is desirous of obtaining water services from the City of Sunrise, 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, Owner agrees that he shall solely be responsible for all costs of connecting to the water facilities from the City of Sunrise, including all ongoing costs of water and maintenance of the utility connections, and that the installation will be performed in accordance with the Town's specifications.

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 consents to the City of Sunrise providing water services to 5301 Hancock Road, provided that no further expansion of service shall be permitted without the explicit written consent of the Town. A Town permit shall be obtained for the installation, which shall be constructed in accordance with the Town's specifications.

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

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 28th day of September, 2023 on a motion by

Chris Kuczynski and seconded by Chris Jablonski.

Breitkreuz	<u>Yes</u>
Allbritton	<u>Yes</u>
Hartmann	<u>Yes</u>
Jablonski	<u>Yes</u>
Kuczynski	<u>Yes</u>

Ayes	<u>5</u>
Nays	<u>0</u>
Absent	<u>0</u>
Abstaining	<u>0</u>

[Signature]
Steve Breitkreuz, Mayor

Attest:

[Signature]
Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

[Signature]
Keith Poliakoff, Town Attorney
1001.2392.01

WATER AGREEMENT

FOR SINGLE-FAMILY HOMEOWNER

FOR: _____ 5353 Hancock Road, LLC.
(NAME OF OWNER)

LOCATION: 5301 Hancock Road, Southwest Ranches, FL 33330

THIS AGREEMENT effective this 31 day of AUGUST, 2023, made and entered into by and between:

The Town of Southwest Ranches, a municipal corporation of the State of Florida, hereinafter referred to as the "TOWN," and 5353 Hancock Road, LLC, an individual with a property address of 5301 Hancock Road Southwest Ranches, FL 33330, hereinafter referred to as the "OWNER." TOWN and OWNER may hereinafter be collectively referred to as the "Parties."

WITNESSETH:

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 the City of Sunrise for the PROPERTY; 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 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 September 27, 2023.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings of TOWN 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 PROPERTY refers to the real property described in Exhibit "A" attached to

and incorporated into this Agreement.

PART II - MUTUAL COVENANTS

A. TOWN NOT LIABLE FOR OWNER'S OR CONSUMER'S PROPERTY

TOWN 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 or water service lines within granted easements to utility provider pursuant to this Agreement.

B. EFFECTIVE DATE

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 Town Council Meeting at which it was approved.

C. 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.

Service shall not commence on OWNER'S PROPERTY without the explicit written consent of the Town.

D. 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.

E. 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 OWNER 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 systems 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 systems 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.

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 III - 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 OWNER
5353 Hancock Road, LLC.
5353 Hancock Road
Southwest Ranches, FL 33330

FOR THE TOWN OF SOUTHWEST RANCHES
13400 Griffin Road
Southwest Ranches, FL 33330
Attn: Town Administrator

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 IV - 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

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

STATE OF FLORIDA)
COUNTY OF BROWARD) SS

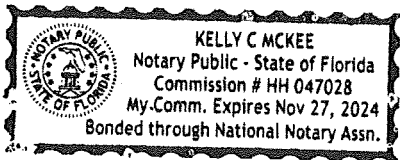
BEFORE ME personally appeared Silvia Caraballo to me well known and known to me to be the person (s) described in and who executed the foregoing instrument, and acknowledged to and before me that Silvia Caraballo executed said instrument for the purposes therein expressed. 5353 Hancock Road, LLC.


WITNESS my hand and official seal, this 31 day of August, 2023.



NOTARY PUBLIC STATE OF FLORIDA

My commission expires: 11-27-2024



OWNER
BY: 

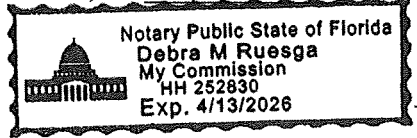
DATE: 8/31/2023

STATE OF FLORIDA)
COUNTY OF BROWARD)

BEFORE ME personally appeared Steve Beitkraz 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 Beitkraz executed said instrument for the purposes therein expressed.

20 23 WITNESS my hand and official seal, this 28th day of September

[Signature]



NOTARY PUBLIC STATE OF FLORIDA

My commission expires:

Signed, sealed and delivered
in the presence of:

THE TOWN OF SOUTHWEST RANCHES

ATTEST:

[Signature]
TOWN CLERK

BY: [Signature]

MAYOR

DATE: 9-28-2023

Approved as to legal form:

[Signature]
TOWN ATTORNEY