RESOLUTION NO. 2026-030

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, RESCINDING RESOLUTION NO. 2024-034 APPROVING THE OWNER'S REQUEST TO OBTAIN WATER AND SEWER SERVICE FOR 14251 MUSTANG TRAIL FROM THE CITY OF SUNRISE; CONSENTING TO THE CITY OF PEMBROKE PINES TO PROVIDE WATER AND SEWER SERVICE TO 14251 MUSTANG TRAIL, REAL PROPERTY LYING WITHIN THE TOWN OF SOUTHWEST RANCHES; PROVIDING THAT NO FURTHER EXPANSION OF SERVICE SHALL OCCUR WITHOUT THE TOWN'S WRITTEN CONSENT; PROVIDING FOR A CERTIFIED COPY TO BE FURNISHED TO THE CITY OF PEMBROKE PINES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Luis Alberto Espinoza ("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 and sewer services for the property, however, water services are not available from the Town of Southwest Ranches; and

WHEREAS, pursuant to Resolution 2024-034, the homeowner previously received approval from the Town to connect to City of Sunrise water and sewer services, however, the owner was unable to obtain a permit with the City of Sunrise; and

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

WHEREAS, the Owner is desirous of obtaining water and sewer services from the City of Pembroke Pines, and has requested the Town's consent for the connection; and

WHEREAS, the Town of Southwest Ranches has confirmed the sewer connection will not cross other water utility lines; 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 Pembroke Pines, 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 rescinds Resolution 2024-034.

Section 3: The Town of Southwest Ranches, Florida hereby consents to the City of Pembroke Pines providing water and sewer services to 14251 Mustang Trail, provided that no further expansion of service shall be permitted without the explicit written consent of the Town.

Section 4. A certified copy of this Resolution shall be provided to the City of Pembroke Pines.

Section 5. Effective Date. This Resolution shall become effective immediately upon its adoption.

[Remainder of page intentionally left blank]

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 12th day of March, 2025 on a motion by C/M KUCZENSKI and seconded by V/M JABLONSKI.

Breitkreuz	YES	Ayes	5
Jablonski	YES	Nays	—
Allbritton	YES	Absent	—
Hartmann	YES	Abstaining	—
Kuczenski	YES		

Steve Breitkreuz, Mayor

Attest:

Debra M. Ruesga, CMC, Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
1001.2026.024

Exhibit A

(LEGAL DESCRIPTION OF PROPERTY)

The East one-half of the South one -half of Tract 42, in Section 3, Township 51 South, Range 40 East, of the EVERGLADES SUGAR LAND CO. SUBDIVISION, according to the Plat thereof as recorded in Plat Book 2, Page 39of the Public Records of Miami-Dade County, Florida, said lands lying and being in Broward County, Florida, LESS the South 40 feet thereof for road right of way.

WATER AND OR SEWER AGREEMENT

FOR: _Luis Alberto Espinoza_____
(NAME OF OWNER)

LOCATION: 14251 Mustang Trail, SW Ranches, FL 33330_____

THIS AGREEMENT effective this 12TH day of MARCH, 2025.6, 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 Luis Espinoza_, an individual with a property address of 14251 Mustang Trail, SW Ranches, FL 33330_, hereinafter referred to as the "OWNER." TOWN and OWNER may hereinafter be collectively referred to as the "Parties."

W I T N E S S E T H:

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 and sewer service from the City of Pembroke Pines 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 MARCH 12, 2025.6

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. OWNER shall obtain the necessary permits to construct the connection from the responsible governmental entities, including the TOWN.

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 and sewer service on OWNER'S PROPERTY shall keep all water and sewer 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.

Service shall not be extended without the explicit written consent of the TOWN.

D. SEVERABILITY

If and section, subsection, sentence, clause, phrase or portion or 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

_____
_Luis Alberto Espinoza_____
_14251 Mustang Trail, Southwest Ranches, 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 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

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 23rd day of February, 2026, by Luis Espinoza. He/She personally known to me or has produced Drivers License as identification.

NOTARY PUBLIC, State of Florida
Miguel Salaverria

My commission expires: April 16 2029

MIGUEL SALAVERRIA
Notary Public - State of Florida
Commission # HH 665398
My Comm. Expires Apr 16, 2029
Bonded through National Notary Assn.

OWNER

BY: _____

DATE: Feb 23 2026

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 12TH day of MARCH, 2026, by STEVE BREITKREUZ. He/She personally known to me or has produced _____ as identification.

Notary Public State of Florida
Daniel R Stewart
My Commission HH 452065
Expires 10/8/2027

Daniel R Stewart
NOTARY PUBLIC, State of Florida

My commission expires:

Signed, sealed and delivered
in the presence of:

THE TOWN OF SOUTHWEST RANCHES

ATTEST:

BY: _____
Steve Breitkreuz, Mayor

Debra Ruesga, Town Clerk

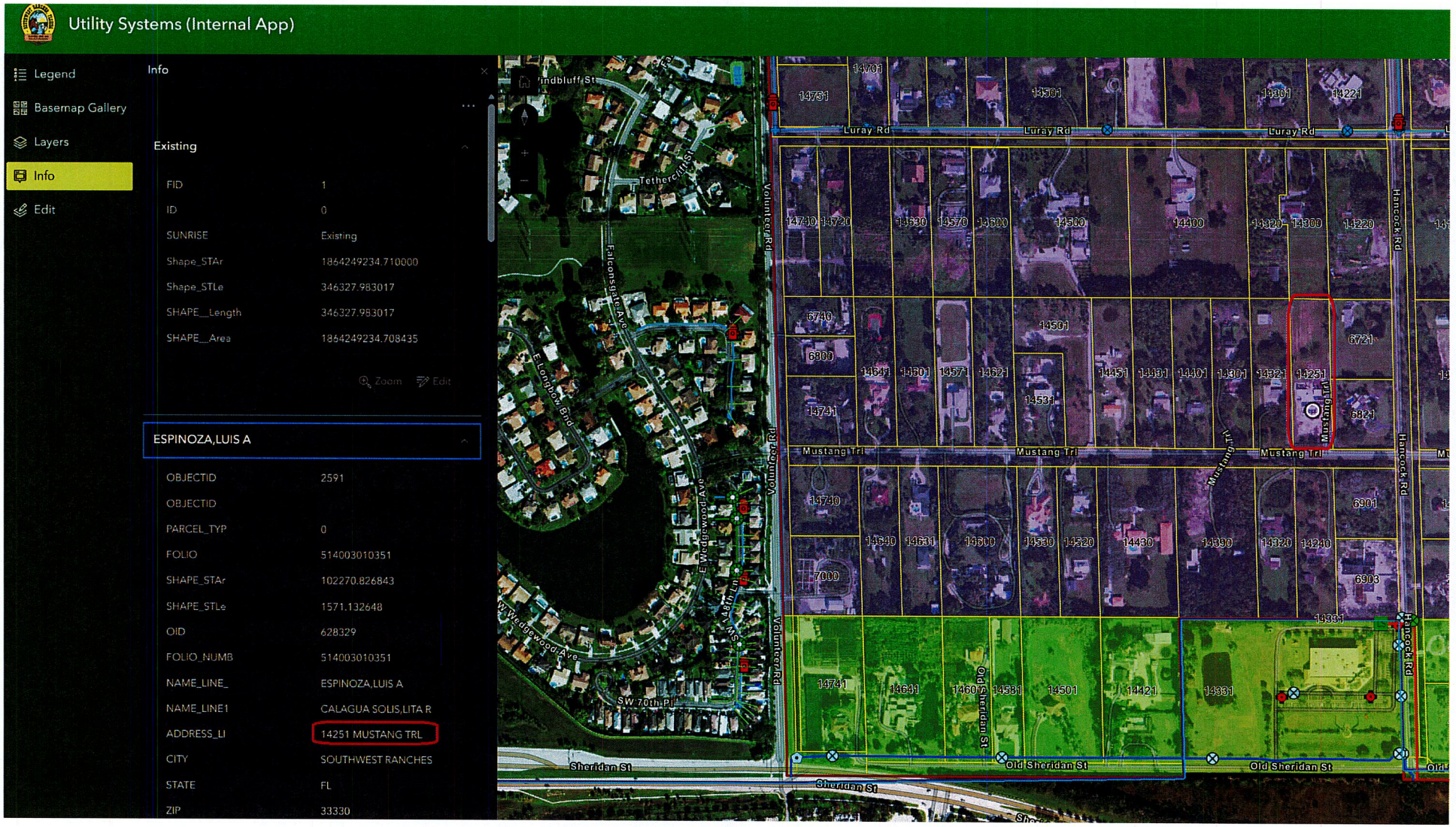
Approved as to legal form:

Keith Poliakoff, Town Attorney

Exhibit A

(LEGAL DESCRIPTION OF PROPERTY)

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Utility Systems (Internal App)
Legend
Basemap Gallery
Layers
Info
Edit
Info
Existing
FID 1
ID 0
SUNRISE Existing
Shape_STAr 1864249234.710000
Shape_STLe 346327.983017
SHAPE__Length 346327.983017
SHAPE__Area 1864249234.708435
Zoom
Edit
ESPINOZA,LUIS A
OBJECTID 2591
OBJECTID
PARCEL_TYP 0
FOLIO 514003010351
SHAPE_STAr 102270.826843
SHAPE_STLe 1571.132648
OID 628329
FOLIO_NUMB 514003010351
NAME_LINE_ ESPINOZA,LUIS A
NAME_LINE1 CALAGUA SOLIS,LITA R
ADDRESS_LI 14251 MUSTANG TRL
CITY SOUTHWEST RANCHES
STATE FL
ZIP 33330
Luray Rd
Mustang Trl
Hancock Rd
Volunteer Rd
Sheridan St
Old Sheridan St
SW 70th Pl
E Wedgewood Ave
W Wedgewood Ave
Falconsgate Ave
E Longhow Blvd
Tethercoat St