#### **RESOLUTION NO. 2020 - 025**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, CONSENTING TO THE CITY OF COOPER CITY PROVIDING WATER SERVICE TO 13000 LEWIN LANE AND 13001 LEWIN LANE, TWO 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 THAT CONNECTIVITY SHALL NOT OCCUR UNTIL AND UNLESS BROWARD COUNTY ADOPTS A NEW WATER AND SEWER CONNECTIVITY REGULATION THAT **EXEMPTS FROM MANDATORY CONNECTION CURRENTLY LOCATED IN THE RURAL ESTATES AND RURAL** RANCHES LAND USE CATEGORIES; PROVIDING FOR A **CERTIFIED COPY OF THIS RESOLUTION TO BE FURNISHED** TO THE CITY OF COOPER CITY; AND PROVIDING AN **EFFECTIVE DATE.** 

**WHEREAS,** Robert Lewin ("Owner"), is constructing two single family homes 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 service for his homes, however, water service is not available from the Town of Southwest Ranches; and

**WHEREAS,** the City of Cooper City, a neighboring municipality, has capacity to provide these two homes with water service, and is willing to provide such service to the Owner; and

**WHEREAS,** the Owner is desirous of obtaining water service 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 provided that Broward County's new water and sewer connectivity regulations exempts homes currently located in the Rural Estates and Rural Ranches land use categories from mandatory connection; and

**WHEREAS,** Owner agrees that he 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 consents to the City of Cooper City providing water service to 13000 Lewin Lane and 13001 Lewin Lane, provided that no further expansion of service shall be permitted without the explicit written consent of the Town, and provided that such connection shall not occur until and unless Broward County adopts a new water and sewer connectivity regulation that exempts from mandatory connection homes currently located in the Rural Estates and the Rural Ranches land use categories.

**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 <u>27th</u> day of <u>February</u> <u>2020</u> on a motion by

Council Renter Tabloski and seconded by Council Henter Hentmann.

McKay Schroeder Amundson Hartmann Jablonski

Ayes Nays Absent Abstaining **5** 

**Signatures on Following Page** 

Attest:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney 36601483.1

## **WATER AGREEMENT**

## **FOR SINGLE-FAMILY HOMEOWNER**

Production of the design of the control of the cont	in the state of th	<b>FOR SINGLE-FAMII</b>	LY HOMEOWNER	
A - 0 - 1	FOR:	Robert Lewin		
		(NAME OF	OWNER)	
no Estado haina Na Santan	LOCATION:	13001 Lewin Lane, Sout	thwest Ranches, FL 33330	
hia judhiy	entered into by and be	EMENT effective thistween:	_day of, 2	20, made and
	hereinafter referred to of the State of Florida, with a property addre	of Cooper City, a mas the "City," the Town of hereinafter referred to as the ss of 13000 Lewin Lane, WNER." CITY, TOWN, attes."	<u>Southwest Ranches</u> , a n e "TOWN," and <u>Robert I</u> Southwest Ranches, FL	nunicipal corporation <u>ewin</u> , an individual <u>33330</u> , hereinafter
		WITNES	SSETH:	
		CITY is the owner and oper ater distribution <del>and sewage</del> R SYSTEM; and		
	and described in Exhi	OWNER controls certain real bit "A" attached hereto and ROPERTY shall refer speciand	made a part of hereof; and	d all references made
	WHEREAS, t	he PROPERTY is located in	n the TOWN; and	
	WHEREAS, 0	OWNER desires to procure	water service from CITY	for the PROPERTY;
	provide water service	Section 19-142 of the CITY outside of the CITY's munns set forth in the CITY Coo	icipal boundaries, subject	
	outside of its corporat	Section 180.19, F.S., authore limits and in another mun between such municipalities	icipality, subject to the ter	ms and conditions as
	,	the Parties desire to enter dertaking regarding the furn	_	<del>-</del>
		the Cooper City City Common CITY officials to execute the con		

Rev. 8-29-12

{00308483.3 3451-0000000}

in a superior this AWHEREAS, the Town Council has approved this Agreement and has authorized the council in superior Town officials to execute this Agreement by motion passed at a regular Council meeting on Roman, 2010.

teration of the mutual covenants and undertakings of the mutual covenants and undertakings of the considerations, these parties covenant and agree with each other as follows:

#### **PART I - DEFINITIONS**

to the Connecting CarA: 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 (water) 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 @ \$ 1,316.00 Per ERC Total ERC's 8 (WATER)

OWNER has paid to CITY the sum of \$\\_\\$10,528.00 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

The to torong water CITY shall have the exclusive right to furnish water service to consumers within the service. Service the and PROPERTY covered by this Agreement. Notwithstanding anything to the contrary, the service to the CITY soluties and obligations, as set forth herein, shall be subject to the CITY having he PROPERTY. The City shall have the sole authority and compactly and its ability to serve the PROPERTY pursuant to this Agreement.

#### PT FOR IRREDIATION. 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

CITY shall provide water line to property and install meter. Immediately upon installation of the meter, billing of base charges as well as applicable commodity charges will commence. OWNER is responsible to connect house lines to meter.

#### F. 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 City Commission Meeting at which it was approved.

# CONDITION

The CW/NER'S PROPERTY shall keep all water pipes, asked to the local properties of the local propertie

#### H. DISCLAIMER

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 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.

#### J. <u>RECORDING OF AGREEMENT</u>

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

PART IV - NOTICE

Whenever either party desires to give notice to the other, it shall be given by written notice, we made with return receipt requested, addressed to the return specified as the party for whom it is intended, at the place specified as the place for giving of notice, which there are represented by wrishall remain such until it shall have been changed by written notice in compliance with the the request the party 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 TOWN OF Southwest Ranches
13001 Lewin Lane
SW Ranches, FL 33330

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 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
Harris Annual Control of the Control	DATE:
CITY CLERK	

Approved as to legal form:	
CITY ATTORNEY	
STATE OF FLORIDA ) COUNTY OF BROWARD ) SS	
BEFORE ME personally appeared with the me to be the person (s) described in and who to and before me that who the purposes therein expressed.	to me well known and known to executed the foregoing instrument, and acknowledged executed said instrument for
WITNESS my hand and office 20	cial seal, thisday of,
My commission expires:	NOTARY PUBLIC STATE OF FLORIDA
	DATE: 2-124/2020
STATE OF FLORIDA ) COUNTY OF BROWARD )  BEFORE ME personally appeared to be the person(s) described in and who exe and before me that therein expressed.	to me well known and known to me ecuted the foregoing instrument, and acknowledged to executed said instrument for the purposes
WITNESS my hand and office	cial seal, this A Hotary Public State of Florida Betty J Gadway My Commission GG 315114 Expires 03/21/2023
2021.	NOTARY PUBLIC STATE OF FLORIDA
My commission expires:	
Signed, sealed and delivered in the presence of:	THE TOWN OF Southwest Ranches
ATTEST: Lund Willow CITY CLERK	BY: MAYOR Dug WCkan DATE: 2-27-20

Approved as to legal form: CUTY ATTORNE STATE OF FLORID COUNTY OF BROWARD )SS BEFORE ME personally appeared who we will known and known to account to me well known and known to be the person (s) described in and who executed the foregoing instrument, and acknowledged to and before me that salour on Mir Kou executed said instrument for the purposes therein expressed. \_day of february WITNESS my hand and official seal, this ficial coat. this 20<u>J</u> NOTARY PUBLIC STATE OF **FLORIDA** My commission expires:

> Notary Public State of Florida Debra M Ruesga My Commission GG 188431 Expires 02/21/2022

# **WATER AGREEMENT**

## **FOR SINGLE-FAMILY HOMEOWNER**

TANA ARAT STEEFAMBERERENA DEF

ANA 2400	F	OR:	Rober	t Lewin	:		
Wil Carri			(1)	IAME OF O	WNER)		<del></del>
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is. South	grant.	OCATION:	13000 Lewin	Lane, South	west Ranches, F	L 33330_	-
int.		THIS AGRE		e this	day of	, 20	_, made and
	o o w re	ereinafter referred to f the State of Florida ith a property addre- eferred to as the "Conferred to as the "Par	as the "CITY," the hereinafter references of 13000 Le DWNER." CITY,	e Town of _ red to as the win Lane, S	Southwest Rance "TOWN," and _ Southwest Rance	hes_, a municipa Robert Lewin_, a hes, FL 33330	l corporation an individual , hereinafter
	-		$\underline{\mathbf{W}}$	ITNESS	SETH:		
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	in	WHEREAS, on described in Exhination this Agreement to Exhibit "A" attached;	ROPERTY shall	nereto and m	nade a part of he	ereof; and all refe	rences made
		WHEREAS, 1	he PROPERTY i	s located in t	the TOWN; and		
	aı	WHEREAS,	OWNER desires	to procure w	rater service from	m CITY for the I	PROPERTY;
		WHEREAS, rovide water service terms and condition		TY's munic	ipal boundaries,		
	m	WHEREAS, utside of its corporate ay be agreed upon bervice; and	Section 180.19, le limits and in an petween such mu	other munic	ipality, subject t	to the terms and o	conditions as
		WHEREAS, nderstandings and un	the Parties desir dertaking regardin				
		WHEREAS, athorized the proper ommission meeting		execute this , 20	Agreement by n		
	(0)	200402 2 2451 0000000		Rev 8-20-12			

mer, and make the Agreement and has authorized the entered to the proper Town officials to execute this Agreement by motion passed at a regular Council meeting on February 27, 2020. logation of the mutual covenants and undertakings of dealers considerations, these parties covenant and agree with each other as follows: **PART I - DEFINITIONS** respire Represented FarA. 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 (water) 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 @ \$ 1,316.00 Per ERC Total ERC's 8 (WATER)

\$10,528.00

for THE

APPROVED BY THE CITY COMMISSION.

OWNER has paid to CITY the sum of \$

CONTRIBUTION CHARGES DUE AT THE TIME THIS AGREEMENT IS

#### PART III. - MUTUAL COVENANTS

#### A. EXCLUSIVE RIGHTS OF CITY

white familia water GITY shall have the exclusive right to furnish water service to consumers within the remain, blocks discord PROPERTY covered by this Agreement. Notwithstanding anything to the contrary, the second blocks and obligations, as set forth herein, shall be subject to the CITY having an PROPERTY. The City shall have the sole authority the capacity and its ability to serve the PROPERTY pursuant to this Agreement.

#### THE FURTHER AND A THOB. 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

CITY shall provide water line to property and install meter. Immediately upon installation of the meter, billing of base charges as well as applicable commodity charges will commence. OWNER is responsible to connect house lines to meter.

#### F. 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 City Commission Meeting at which it was approved.

# CONDITION CONDITION

A CRAMER S. PROPERTY shall keep all water pipes, respectively and consumer of water service on OWNER'S PROPERTY shall keep all water pipes, respectively and consumer connections and necessary fixtures and equipment on the premises occupied decreased the late by said consumer, and within the interior lines of the lot occupied by the consumer in good a sense by CITY to the consumer shall occur at the consumer shall occur at the consumer for the maintenance of any confined to CI the lines shall be as set forth above and applicable to CITY regulations.

#### H. DISCLAIMER

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 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.

#### 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

mailing appears necessarche parties agree that in the event that it becomes necessary for any party to this Agreement that it becomes necessary for any party to this Agreement, then, and in that he consider to receive vent, the prevailing party shall be entitled to receive from the non-prevailing party cares of such linguisor reasonable Attorney's fees and the costs of such litigation, including appellate proceedings.

#### **PART IV - NOTICE**

we make to the office. Whenever either party desires to give notice to the other, it shall be given by written notice, also to all south return isent by prepaid certified United States mail, with return receipt requested, addressed to the property for whom it is intended, at the place specified as the place for giving of notice, which there are many of by wrishall remain such until it shall have been changed by written notice in compliance with the the request of purisprovisions 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. 50<sup>th</sup> Place
Cooper City, Florida 33328

FOR THE TOWN OF Southwest Panches

FOR THE TOWN OF Southwest Ranches
13400 Griffin Road
Southwest Ranches, fc 33330
Town Admistrator

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:		e e
	CHYATTORNEY		
	STATE OF FLORIDA ) COUNTY OF BROWARD ) SS		
e chocaest th	BEFORE ME personally appeared with to be the person (s) described in and who to and before me that well instrument for the purposes therein expressed.	executed the foregoing instrume	known and known to nt, and acknowledged ed said instrument for
ficial scal, fid	WITNESS my hand and office 20	cial seal, this	day of,
	My commission expires:	NOTARY PUBLIC ST	TATE OF FLORIDA
		<u>OWNER</u>	
		BY:	Robert Lewin
	STATE OF FLORIDA ) COUNTY OF BROWARD )		·
	before me that herein expressed.	ecuted the foregoing instrument,	
	WITNESS my hand and office	cial seal, this ZYX	Notary Public State of Florida Betty J Gadway My Commission GG 315114 Expires 03/21/2023
	20 <u>21.</u> ()	NOTARY PUBLIC STATE	of FLORIDA
	My commission expires:	•	
	Signed, sealed and delivered in the presence of:	THE TOWN OF	outhwest Ranches
	ATTEST:	BY: MAYOR Down DATE: Fe bruge	a McKay
	CITY CLERK $igcup$		<b>J</b>

Approved as to legal form:

CITY ATTORNEY

STATE OF FLORIDA

COUNTY OF BROWARD

SS

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

WITNESS my hand and official seal, this day of change, 2020.

NOTARY PUBLIC STATE OF

My commission expires:

**FLORIDA** 



#### **RESOLUTION NO. 20-3-7**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A WATER DEVELOPER'S AGREEMENT WITH ROBERT LEWIN AT 13000 LEWIN LANE AND 13001 LEWIN LANE SOUTHWEST RANCHES, FLORIDA, ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA:

Section 1: Recitals Adopted. That each of the above stated recitals is hereby adopted and confirmed. All exhibits attached hereto and incorporated herein and made a part hereof.

Section 2: That the Mayor and City Clerk be and hereby are authorized to execute the Water Developer's Agreement with Robert Lewin at 13000 Lewin Lane and 13001 Lewin Lane, Southwest Ranches, Florida, a copy of which is attached hereto as Exhibit "A" and made a part hereof by this reference.

Section 3. Conflicts. All resolutions inconsistent or in conflict herewith shall be and are hereby repealed insofar as there is conflict or inconsistency.

Section 4. Severability. If any section, sentence, clause, or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this resolution.

Section 5. Effective Date. This Resolution shall become effective upon its passage and adoption by the City Commission.

THE REST OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

PASSED AND ADOPTED THIS 24th DAY OF MARCH, A.D./20/20:

Mayor-

ATTEST:

KAYHRYN SIMS City Clerk

**ROLL CALL** 

**Mayor Ross** Commissioner Curran Commissioner Green Commissioner Meltzer

Commissioner Pulcini

APPROVED AS TO LEGAL FORM:

JACOB G. HOROWITZ

City Attorney

#### WATER AGREEMENT

#### FOR SINGLE-FAMILY HOMEOWNER

FOR:	Robert Lewin	
Committee (A)	(NAME OF OWNER)	
LOCATION:	13000 Lewin Lane, Southwest Ranches, FL 33330	_
THIS AGRED entered into by and be	EMENT effective this 24 day of Mach, 2020 tween:	, made and

hereinafter referred to as the "CITY," the Town of <u>Southwest Ranches</u>, a municipal corporation of the State of Florida, hereinafter referred to as the "TOWN," and <u>Robert Lewin</u>, an individual with a property address of <u>13000 Lewin Lane</u>, <u>Southwest Ranches</u>, <u>FL 33330</u>, 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 and sewage treatment plant, together with water distribution and sewage collection facilities known as COOPER CITY WATER AND SEWER 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 service for the PROPERTY; and

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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 [ebusy 27 , 2020.

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

#### **PART I - DEFINITIONS**

- with a contacting 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 (water) 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 @ \$ 1,316.00 Per ERC Total ERC's 8 (WATER)

OWNER has paid to CITY the sum of \$\$10,528.00 CONTRIBUTION CHARGES DUE AT THE TIME THIS AGREEMENT IS APPROVED BY THE CITY COMMISSION.

> CITY OF COOPER CITY P.O. BOX 290910 2 COOPER CITY, FL 33329-0910

#### PART III. - MUTUAL COVENANTS

#### A. EXCLUSIVE RIGHTS OF CITY

CITY shall have the exclusive right to furnish water service to consumers within the remainded of the PROPERTY covered by this Agreement. Notwithstanding anything to the contrary, the service to the CITY's duties and obligations, as set forth herein, shall be subject to the CITY having and 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.

#### 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

CITY shall provide water line to property and install meter. Immediately upon installation of the meter, billing of base charges as well as applicable commodity charges will commence. OWNER is responsible to connect house lines to meter.

#### F. 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 City Commission Meeting at which it was approved CITY OF COOPER CITY

# 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

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. <u>SEVERABILITY</u>

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.

# J. <u>RECORDING OF AGREEMENT</u>

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

P.O. BOX 290910 COOPER CITY, FL 33329-0910 The parties agree that in the event that it becomes necessary for any party to this Agreement to the remark to litigate in order to enforce its rights under the terms of this Agreement, then, and in that the remark event, the prevailing party shall be entitled to receive from the non-prevailing party shall be entitled to receive from

#### **PART IV - NOTICE**

Whenever either party desires to give notice to the other, it shall be given by written notice, which was a control sent by prepaid certified United States mail, with return receipt requested, addressed to the the respect to the place specified as the place for giving of notice, which have been changed by written notice in compliance with the the respective places for the giving of notice:

FOR THE CITY OF COOPER CITY City Manager 9090 S.W. 50<sup>th</sup> Place Cooper City, Florida 33328 FOR THE OWNER
Robert Lewin
13000 Lewin Lane
SW Ranches, FL 33330

FOR THE TOWN OF Southwest Ranches
13400 Griffin Road
Southwest Ranches, fc 33330
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 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:

BY:

MAYOR GREAKOSS

THE CITY OF COOPER CITY

DATE:

P.O. BOX 290910

5 COOPER CITY, FL 33329-0910

{00308483.3 3451-0000000}

Approved as to legal form:	
GILY ATTORINEY	
STATE OF FLORIDA ) COUNTY OF BROWARD ) SS	
BEFORE ME personally appeared must be the person (s) described in and who e to and before me that where the purposes therein expressed.	xecuted the foregoing instrument, and acknowledged
WITNESS my hand and offici	al seal, this luth day of Hpri,
	Kuth Freesh
My commission ovnivos:	NOTARY PUBLIC STATE OF FLORIDA
My commission expires:	
RUTH FREESTON MY COMMISSION #GG018546 EXPIRES: OCT 26, 2020 Bonded through 1st State Insurance	OWNER  BY: RoberT Lewis  DATE: 2/24/2020
STATE OF FLORIDA ) COUNTY OF BROWARD )	
BEFORE ME personally appeared how to be the person(s) described in and who exec and before me that how therein expressed.	to me well known and known to me buted the foregoing instrument, and acknowledged to executed said instrument for the purposes
WITNESS my hand and offici	al seal, this Z J Motary Public State of Florida Betty J Gadway My Commission GG 315114 Expires 03/21/2023
20 20.	NOTARY PUBLIC STATE OF FLORIDA
My commission expires:	
Signed, sealed and delivered in the presence of:	THE TOWN OF Southwest-Ranches
ATTEST: LUCLER VILLE CITY CLERK	MAYOR Doug Makay DATE: February 21, 2020
	The Market State of the Contract of the Contra

{00308483.3 3451-0000000}

CITY OF COOPER CITY P.O. BOX 290910 6COOPER CITY, FL 33329-0910

	Approved as to legal, f	orm:		
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	CITY ATTOKYEY			
	OF FLORIDA	)		
COUN	TY OF BRØWARD	) SS		
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Note: peni. 11.00 20 <b>30</b>	WITNESS my	hand and official	seal, this 274	day of lebruary,
( selection	au Russa		NOTAR	Y PUBLIC STATE OF
FLORII	DA My	commission expir	res:	



#### **RESOLUTION NO. 20-3-7**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A WATER DEVELOPER'S AGREEMENT WITH ROBERT LEWIN AT 13000 LEWIN LANE AND 13001 LEWIN LANE SOUTHWEST RANCHES, FLORIDA, ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA:

Section 1: Recitals Adopted. That each of the above stated recitals is hereby adopted and confirmed. All exhibits attached hereto and incorporated herein and made a part hereof.

Section 2: That the Mayor and City Clerk be and hereby are authorized to execute the Water Developer's Agreement with Robert Lewin at 13000 Lewin Lane and 13001 Lewin Lane, Southwest Ranches, Florida, a copy of which is attached hereto as Exhibit "A" and made a part hereof by this reference.

Section 3. Conflicts. All resolutions inconsistent or in conflict herewith shall be and are hereby repealed insofar as there is conflict or inconsistency.

Section 4. Severability. If any section, sentence, clause, or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this resolution.

Section 5. Effective Date. This Resolution shall become effective upon its passage and adoption by the City Commission.

THE REST OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

PASSED AND ADOPTED THIS 24th DAY OF MARCH, A.D./2020.

Mayor

ATTEST:

KATHRYN SIMS City Clerk

**ROLL CALL** 

Mayor Ross Commissioner Curran Commissioner Green Commissioner Meltzer Commissioner Pulcini



APPROVED AS TO LEGAL FORM:

JACOB G. HØRØWIJZ

#### WATER AGREEMENT

## FOR SINGLE-FAMILY HOMEOWNER

referred to as the "Parties."

... : : :

FOR:	Robert Lewin	
	(NAME OF OWNER)	
LOCATI	ON: 13001 Lewin Lane, Southwest Ranches, FL 33330	
THIS AGREEMENT effective this 24 day of Much, 2020, made an entered into by and between:		
·	E-CITY OF COOPER CITY, a municipal corporation of the State of Florida, 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 Robert Lewin, an individual		

#### WITNESSETH:

with a property address of <u>13000 Lewin Lane</u>, <u>Southwest Ranches</u>, <u>FL 33330</u>, hereinafter referred to as the "OWNER." CITY, TOWN, and OWNER may hereinafter be collectively

**WHEREAS**, CITY is the owner and operator of a water treatment and sewage treatment plant, together with water distribution and sewage collection facilities known as COOPER CITY WATER AND SEWER 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 service for the PROPERTY; and

WHEREAS, the Co	ooper City City Commission	on has approved this Agreement and has
authorized the proper CITY	officials to execute this Agr	eement by motion passed at a regular City
Commission meeting on	march 24, 20, 20; 8	and CITY OF COOPER CITY
{00308483.3 3451-0000000}	Rev. 8-29-12	P.O. BOX 290910 COOPER CITY, FL 33329-0910

and approved this Agreement and has authorized the resource in supproper Town officials to execute this Agreement by motion passed at a regular Council meeting on Education, 20 20.

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

#### **PART I - DEFINITIONS**

- 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 (water) 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 @ \$ 1,316.00 Per ERC Total ERC's 8 (WATER)

OWNER has paid to CITY the sum of \$\\_\\$10,528.00 for THE CONTRIBUTION CHARGES DUE AT THE TIME THIS AGREEMENT IS APPROVED BY THE CITY COMMISSION.

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#### A. EXCLUSIVE RIGHTS OF CITY

CITY shall have the exclusive right to furnish water service to consumers within the remember of the formal and property covered by this Agreement. Notwithstanding anything to the contrary, the service to the CITY's duties and obligations, as set forth herein, shall be subject to the CITY having and 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.

#### FIFTHOR HEROTALEDB. WELLS PROHIBITED EXCEPT FOR IRRIGATION

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#### 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.

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#### I. 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.

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#### 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. <u>ATTORNEY'S FEES FOR LITIGATION</u>

The parties agree that in the event that it becomes necessary for any party to this Agreement and a superior to litigate in order to enforce its rights under the terms of this Agreement, then, and in that the superior event, the prevailing party shall be entitled to receive from the non-prevailing party shall be entitled to receive f

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FOR THE CITY OF COOPER CITY

City Manager 9090 S.W. 50<sup>th</sup> Place Cooper City, Florida 33328 Robert Lewin
13001 Lewin Lane
SW Ranches, FL 33330

FOR THE TOWN OF Southwest Remches
13400 Griffin Road
Southwest Renches, R 33330
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 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:

BY:

MAYOR GREGROSS

DATE:

+1x6/12020

P.O. BOX 290910 COOPER CITY, FL. 33329-0910

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,	Approved as to legal form:	
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		· <del>-</del>
	CITY ATTORNIY	
	STATE OF FLORIDA / )	
	COUNTY OF BROWARD ) SS	
,	BEFORE ME personally appeared with	Mayor bree Ross to me well known and known to
÷ស្សាមីស្រី (ក្រៀបប្រិ -	to and before me that	who executed the foregoing instrument, and acknowledged executed said instrument for
	the purposes therein expressed.	ONCOURTED SAID HISTORIANT TO
	F F	
b	WITNESS my hand and	official seal, this luth day ofApril,
	20 20 .	
	RUTH FREESTON	Ruth Fresh
	MY COMMISSION #GG018546 EXPIRES: 0CT 26, 2020	NOTARY PUBLIC STATE OF FLORIDA
	Bonded through 1st State Insurance  My commission expires:	
	REUTHRREESTON WYCODMARSSION-#GGC18896	OWNER
	EXPRESSOUCT 26; 2020 Books discought as is state the same	BY: Robert Lewin
	again of state insurance	DATE: 2 124/2020
•	STATE OF FLORIDA )	
	COUNTY OF BROWARD )	
	BEFORE ME personally appeared	selft Lew in to me well known and known to me
		executed the foregoing instrument, and acknowledged to
	and before me that	(A) executed said instrument for the purposes
	therein expressed.	\$*************************************
		official seal this Z XXX Notary Public State of Florida  Sector J Gadway
	WITNESS my hand and	official seal, this Ony Commission GG 315114 Expires 03/21/2023
	20.31	
		Retty . Moway
		NOTARY PUBLIC STATE OF FLORIDA
	My commission expires:	V
	Signed, sealed and delivered	THE TOWN OF Southwest Ranches
	in the presence of:	
	A Traffic arr.	DV. //// ////
	AMESI:	MAYOR Sough Mc Kan
	Lund Man	DATE: February 27, 2020
	CITY CLEDK	1001000

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P.O. BOX 290910 COOPER CITY, FL 33329-0910

	Approved as to legal/f	form:		
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	CITY ATTORNEY	+ 4.0 - 40 - 34 · · · · · · · · · · · · · · · · · ·		
	OF FLORIDA	• )		
COUNT	Y OF BROWARD	) SS	·	
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