EXHIBIT A

WATER AGREEMENT
FOR SINGLE FAMILY RESIDENT

(Outside the City)

FOR: KEM HUSSAIN / WAHEEDA BAKSH-Hussain
(NAME OF OWNER)

LOCATION: 11000 SW 59th ST, DAVIE, FL 33328

THIS AGREEMENT effective this 24th day of August, 2026, is 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 Davie, a municipal corporation of the State of Florida, hereinafter referred to as the "TOWN," and KEM Hussain an individual/ or commercial customer with a property address of 11000 SW 59th ST DAVIE, FL 33328 hereinafter referred to as the "OWNER." CITY, TOWN, and OWNER may hereinafter be collectively referred to as the "Parties."

W I T N E S S E T H:

WHEREAS, CITY is the owner and operator of a water treatment plant 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 distribution 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, comprehensive with the Engineering permit and submittal requirements, including approval by the City Commission; and

WHEREAS, Section 180.19, F.S., authorizes a municipality to provide water services 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 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 September 03, 2025.

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 defined for residential / commercial customers in Section 19-72 of the CITY's Code of Ordinances, as may be amended from time to time.

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 Commission.

PART II - OWNER'S OBLIGATIONS

A. CONTRIBUTION PAYMENTS FROM OWNER

The contribution charges 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 not to exceed 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 are a condition precedent to the execution of this Agreement. The contribution charges applicable for this Agreement are summarized as follows:

CONTRIBUTION (WATER)

Residential ..... **1** ERC's @ **$4,092.09** Per ERC, plus meter installation **$220.00**, plus 25% surcharge **$1,078.02** equals **$5,390.11**
Total ERC's **1** (WATER)

OWNER has paid to CITY the sum of Five thousand three-hundred ninety dollars and eleven cents.

$5,390.11 for THE CONTRIBUTION CHARGES DUE AT THE TIME THIS AGREEMENT IS APPROVED BY THE CITY COMMISSION.

B. City Code Sec. 19-132. - On-site facilities.
Each developer, owner or builder shall be responsible for the design, installation, inspection and testing of the complete water distribution system located in the street or streets adjoining or within the boundaries of developer's property. The term "complete water distribution system" as used herein, shall include all component parts of a water distribution system, including water mains, valves, fittings, services, hydrants, and all appurtenances as shown upon the approved design of such water distribution system within right-of-way or easement, including the site for same, and all other appurtenances as shown on the approved design for the installation of such system.

PART III. - MUTUAL COVENANTS

A. EXCLUSIVE RIGHTS OF CITY

CITY shall have the exclusive right to furnish water distribution service to consumers within the PROPERTY covered by this Agreement in accordance with Sec. 19-142 of the City's Code of Ordinances, as may be amended from time to time. Notwithstanding anything to the contrary, the CITY's duties and obligations, as set forth herein, shall be subject to the CITY having adequate water distribution service capacity to serve the PROPERTY. The City shall have the sole authority and discretion to determine its water distribution service collection service capacity and its ability to serve the PROPERTY pursuant to this Agreement. Subject to Sec. 19-142 of the City's Code of Ordinance, as may be amended, the CITY shall not unreasonably withhold service to the PROPERTY.

C. WELLS PROHIBITED EXCEPT FOR IRRIGATION

OWNER, Owner's 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.

D. PROMULGATION OF REASONABLE RULES OF SERVICES

CITY shall have the right to promulgate, from time to time, rules and regulations relating to the furnishing of water distribution service and to consumers within the PROPERTY

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.

E. 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 and or sewer 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.

F. OWNER'S RESPONSIBILITY

CITY shall install the water meter. Immediately upon installation of the meter, billing of base charges as well as applicable commodity charges will commence. OWNER is responsible to pay all cost for the water extension and connect of the house lines to meter. The connections contemplated by this Agreement are for approved plans only, and the OWNER shall not permit the water line to be extended to service any location other than the Property without the expressed written consent of the CITY and the TOWN.

OWNER shall be responsible for obtaining any and all permits pertaining to the services provided pursuant to this agreement that may be required by the Town of Davie, the Central Broward Water Control District or any other federal, state or county agency with jurisdiction at the Property, including all costs associated therewith.

OWNER grants the CITY the right to access the property for purposes of inspecting and maintaining the meter and other utility infrastructure necessary for the City to provide service pursuant to this agreement.

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.

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

Each consumer of water distribution 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. WARRANTY AND MAINTENANCE BOND.

The **DEVELOPER** warrants that the water facilities to be owned by the **CITY** shall be free from defects in materials and workmanship for a period of one (1) year from final acceptance by the **CITY**. At time of execution of this Agreement, **DEVELOPER** shall deliver to the **CITY** a Performance bond or other security in a form acceptable to the City Attorney in an amount equal to one hundred ten (110) percent of the estimated cost of the construction as approved by the **CITY**. Upon completion of construction and simultaneously with the transfer of the water facilities to the **CITY**, the Bond shall be reduced to twenty-five (25) percent of the certified completion cost of construction of the water facilities The remaining Bond shall be held for an initial one (1) year period and shall act as a Maintenance Bond, which shall guarantee the warranty. Release of the remaining Bond shall be contingent upon the satisfactory inspection of all improvements, and the approval of the City Commission. If it becomes necessary to repair and/or replace any part of the facilities during the one (1) year period, then the warranty to those items repaired and/or replaced shall continue to remain in effect for an additional period of one (1) year from the date of final acceptance by the **City** of those repairs and/or replacements. The bonds shall have as the surety thereon only such surety company as is acceptable to the **CITY** and which is authorized to write bonds of such character and amount under laws of the State of Florida.

I. 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, Owner's successors and assigns.

J. 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.

K. 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. OWNER shall be responsible for all recording costs.

L. 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.

M. 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.

N. OWNER'S COVENANT

The OWNER warrants to the CITY that OWNER holds legal and beneficial title to the PROPERTY which is the subject of this Agreement, or, in the event that the OWNER is a tenant at the PROPERTY, that the OWNER has the legal authority to enter into and execute this Agreement. OWNER individually warrants that he or she has full legal power to execute this Agreement, either in their individual capacity or on behalf of the entity first named above and has authority to bind and obligate OWNER with respect to all requirements contained in this Agreement.

O. OPINION OF TITLE

Prior to the execution of this Agreement, the OWNER, at its own expense, shall deliver to the CITY an opinion of title for the PROPERTY issued by a qualified attorney licensed to practice law in the State of Florida, which confirms that the OWNER owns the fee simple title to the PROPERTY.

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 Manager
9090 S.W. 50th Place

Cooper City, Florida 33328

FOR THE OWNER:

/Waleeda Bakhsh Hussain

Kem Hussain / WALEEDA BAKSH-Hussain

FOR THE TOWN
Town Attorney
8800 SW 36th Street
Davie, FL 33328

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.

THE REST OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

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

CITY OF COOPER CITY:

ATTEST BY:

_____
MAYOR JAMES CURRAN

_____

DATE: _____

CITY CLERK

Approved as to legal form:

_____
CITY MANAGER

_____

CITY ATTORNEY

DATE: _____

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: _____ day of _____20 _____

_____
NOTARY PUBLIC STATE OF FLORIDA

OWNER:

BY: _____ / Waheeda B. Hussain

NAME: Kim Hussain
WAHEEDA BAKSH-HUSSAIN

DATE: 09-23-26

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 Sept, 2026, by Waheeda Baksh-Hussain Kim Hussain (individual/ or business entity name), as OWNER for said PROPERTY. He/she is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal, this 23rd day of September 2026.

My commission expires: 17th day of April, 2030

_____
NOTARY PUBLIC STATE OF FLORIDA

AYESHA HACK
Notary Public - State of Florida
Commission # HH 786338
My Comm. Expires Apr 17, 2030
Bonded through National Notary Assn.

THE TOWN OF DAVIE

ATTEST BY:

TOWN CLERK

TITLE: TOWN ADMINISTRATOR

DATE: 9-23-26

Approved as to legal form:

TOWN ATTORNEY

STATE OF FLORIDA)
COUNTY OF BROWARD) SS

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this 23 day of September 2021, by Town of Davie Administration (individual/ or business entity name), as Town Administrator for said Town of Davie. He/she is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal, this 23 day of September 2021.

My commission expires 5/25 day of 2023

NOTARY PUBLIC STATE OF FLORIDA

ERIKA STERR
Notary Public - State of Florida
Commission # HH 522257
My Comm. Expires May 25, 2023

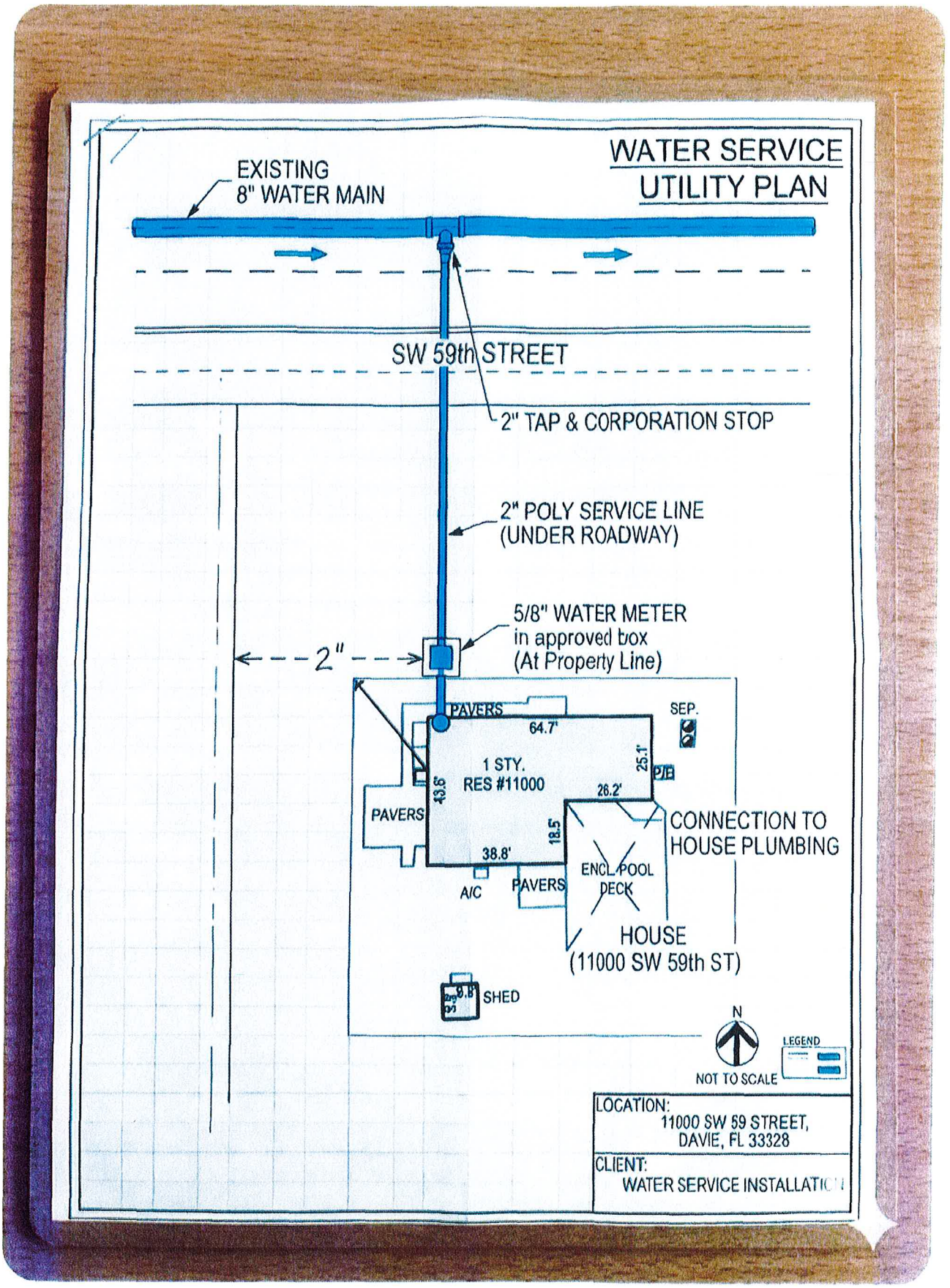
EXHIBIT "A"

Legal Description

A certain parcel of land situate, lying and being in the SW 1/4 of Section 31, Township 50 South, Range 41 East, Broward County, Florida, more fully described as follows: The West 156.875 feet of the East 470.625 feet of the North 94.75 feet of Tract 41 and the West 156.875 feet of the East 470.625 feet of the South 168.50 feet of Tract 42 of the Subdivision of Section 31, Township 50 South, Range 41 East, according to the Florida Fruit Land Company's Map No. 1, recorded in Plat Book 2, Page 17 of the Public Records of Dade County, Florida, now lying, being and situate in Broward County, Florida.

Property Address: 11000 SW 59th Street, Davie, Florida 33328

Parcel ID: 5041-31-01-0614


WATER SERVICE
UTILITY PLAN
EXISTING
8" WATER MAIN
SW 59th STREET
2" TAP & CORPORATION STOP
2" POLY SERVICE LINE
(UNDER ROADWAY)
5/8" WATER METER
in approved box
(At Property Line)
2"
PAVERS
SEP.
64.7'
25.1'
P/E
1 STY.
RES #11000
43.6'
26.2'
PAVERS
18.5'
38.8'
CONNECTION TO
HOUSE PLUMBING
A/C
PAVERS
ENCL. POOL
DECK
HOUSE
(11000 SW 59th ST)
SHED
N
NOT TO SCALE
LEGEND
LOCATION:
11000 SW 59 STREET,
DAVIE, FL 33328
CLIENT:
WATER SERVICE INSTALLATION

DAVIE, FLORIDA

RESOLUTION NO. R 2025-189

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, APPROVING THE COOPER CITY RESIDENTIAL OR COMMERCIAL WATER SERVICE AGREEMENT AND STATEMENT OF UNDERSTANDING; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town and Cooper City have been in discussion concerning Cooper City, on a case by case basis, being authorized to provide water service to select Town of Davie properties;

WHEREAS, certain Town of Davie property owners not currently being serviced by the Town of Davie Utility Department have reached out to the Town to be allowed to receive Cooper City water;

WHEREAS, the Town Council deems it in the best interest of its residents to allow select properties, on a case by case basis, request to receive water from Cooper City.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE THAT:

Section 1. Legislative Findings/Recitals. The above recitals are hereby adopted by the Town Council of the Town of Davie as its legislative findings relative to the subjects and matters set forth in this Resolution.

Section 2. The Town Council of the Town of Davie does hereby approve the Cooper City Residential or Commercial Water Service Agreement and the Statement of Understanding. The Town Administrator, or designee, is hereby authorized to approve and execute the Cooper City Residential or Commercial Water Service Agreement on behalf of the Town and any ancillary documents.

Section 3. Severability. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, it is the intent of the Town Council that such invalidity shall not affect other provisions or applications of the Resolution which can be given effect without the invalid provision or application and, to this end, the provisions of this Resolution are declared severable.

Section 4. Conflicts. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

Section 5. Effective Date. This Resolution shall take effect on effect immediately upon its passage and adoption.

PASSED AND DULY ADOPTED by the Town of Davie Town Council on this 3rd day of **September**, 2025.

TOWN OF DAVIE CORPORATE SEAL 1961 BROWARD COUNTY FLORIDA

Mayor Judy Paul

Authentication:

Evelyn Roig
Town Clerk

Motion: Councilmember Starkey		
Second: Mayor Paul		
☑ Approved ☐ Denied ☐ Approved Subject To		
Vote	Yea	Nay
Mayor Paul	✓	
Vice Mayor Hattan	✓	
Councilmember Whitman	✓	
Councilmember Starkey	✓	
Councilmember Luis	✓	

Approved by the Town Attorney
as to form and legal sufficiency:

Allan T. Weinthal