

WATER AND SEWER AGREEMENT
FOR SINGLE FAMILY HOMEOWNER

FOR: 5973 SW LLC

(NAME OF OWNER)

LOCATION: 12701 Stirling Road, Southwest Ranches, FL 33330

THIS AGREEMENT effective this ____ day of _____, 20____, made and entered into by and between:

THE CITY OF COOPER CITY, a municipal corporation of the State of Florida, hereinafter call "CITY"

And

5973 SW LLC

hereinafter called "OWNER"

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, OWNER desires to procure water service or sewage disposal service or both from CITY for the PROPERTY; and

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

WHEREAS, the 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_____.

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

PART I DEFINITIONS

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

PART II OWNER'S OBLIGATIONS

A. CONTRIBUTION PAYMENTS FROM OWNER

The contribution charges (both water and sewer) shall be calculated according to rates set by Resolution of the City Commission.

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# ___ Units X 1 ERC's Per Unit @ \$1,316 Per ERC
Total ERC's 2.5 (WATER)

CONTRIBUTION (SEWER)

Residential# ___ Units X ___ ERC's Per Unit @ 2,201 Per ERC
Total ERC's 2.5 (SEWER)

OWNER has paid to CITY the sum of Five Thousand Five Hundred & fifteen dollars & fifty cents
\$5,515.50 for THE CONTRIBUTION CHARGES DUE AT THE
TIME THIS AGREEMENT IS APPROVED BY THE CITY COMMISSION.

PART III. MUTUAL COVENANTS

A. EXCLUSIVE RIGHTS OF CITY

CITY shall have the exclusive right to furnish water service and sewage collection service to consumers within the PROPERTY covered by this Agreement.

B. WELLS PROHIBITED EXCEPT FOR IRRIGATION

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

C. PROMULGATION OF REASONABLE RULES OF SERVICES

CITY shall have the right to promulgate from time to time reasonable rules and regulations relating to the furnishing of water service and sewage collection service to consumers within the PROPERTY encompassed by this Agreement. Such rules and regulations may relate to, but are not limited to, rates, deposits, and connection charges and the right to discontinue services under certain conditions. OWNER hereby acknowledges and agrees that rates are subject to change at any time by CITY.

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

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

E. OWNER'S RESPONSIBILITY

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.

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

Each consumer of water service or sewage collection 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. The "Clean-out" for the lateral shall be at the property or easement line.

H. DISCLAIMER

Any temporary cessations or interruptions of the furnishings of water and sewer service to the PROPERTY described herein 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 liability upon CITY by OWNER, his successors and assigns.

I. SEVERABILITY

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

J. RECORDING OF AGREEMENT

The provisions of this Agreement shall run with the land and be binding upon and insure 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 and sewer systems 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 and sewer systems 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 held harmless from any and all liability for damages if CITY'S obligations under this Agreement cannot be fulfilled as a result of any ruling or order by any other governmental or regulatory agency having jurisdiction over the subject matter hereof; and in such event, this Agreement shall be null and void and unenforceable by either party regarding that portion of the **OWNER'S PROPERTY** for which CITY cannot perform its obligation.

L. ATTORNEY'S FEES FOR LITIGATION

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

PART IV NOTICE

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

FOR THE CITY OF COOPER CITY

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

FOR THE OWNER

John Neuman
12701 Stirling Road Lot 1
Southwest Ranches, FL 33330

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

PART V ADDITIONAL PROVISIONS

A. EXHIBITS

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

EXHIBIT "A" – Legal Description of PROPERTY

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

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

Signed, sealed and delivered
in the presence of:

THE CITY OF COOPER CITY

ATTEST:

**BY: _____
MAYOR**

CITY MANAGER

DATE: _____

ATTEST:

**BY: _____
CITY MANAGER**

CITY CLERK

DATE: _____

Approved as to form

**BY: _____
CITY ATTORNEY**

OWNER

BY: _____

DATE: 08/26/21

Cassandra Newman
WITNESS

Andrea Rodriguez
WITNESS

STATE OF FLORIDA)

COUNTY OF BROWARD) SS

BEFORE ME personally appeared _____

John Neuman / Director of 5973 SW LLC 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 20 day of August, 2021.

Yanis Marrero D.
NOTARY PUBLIC STATE OF FLORIDA

My commission expires:



STATE OF FLORIDA)

COUNTY OF BROWARD)

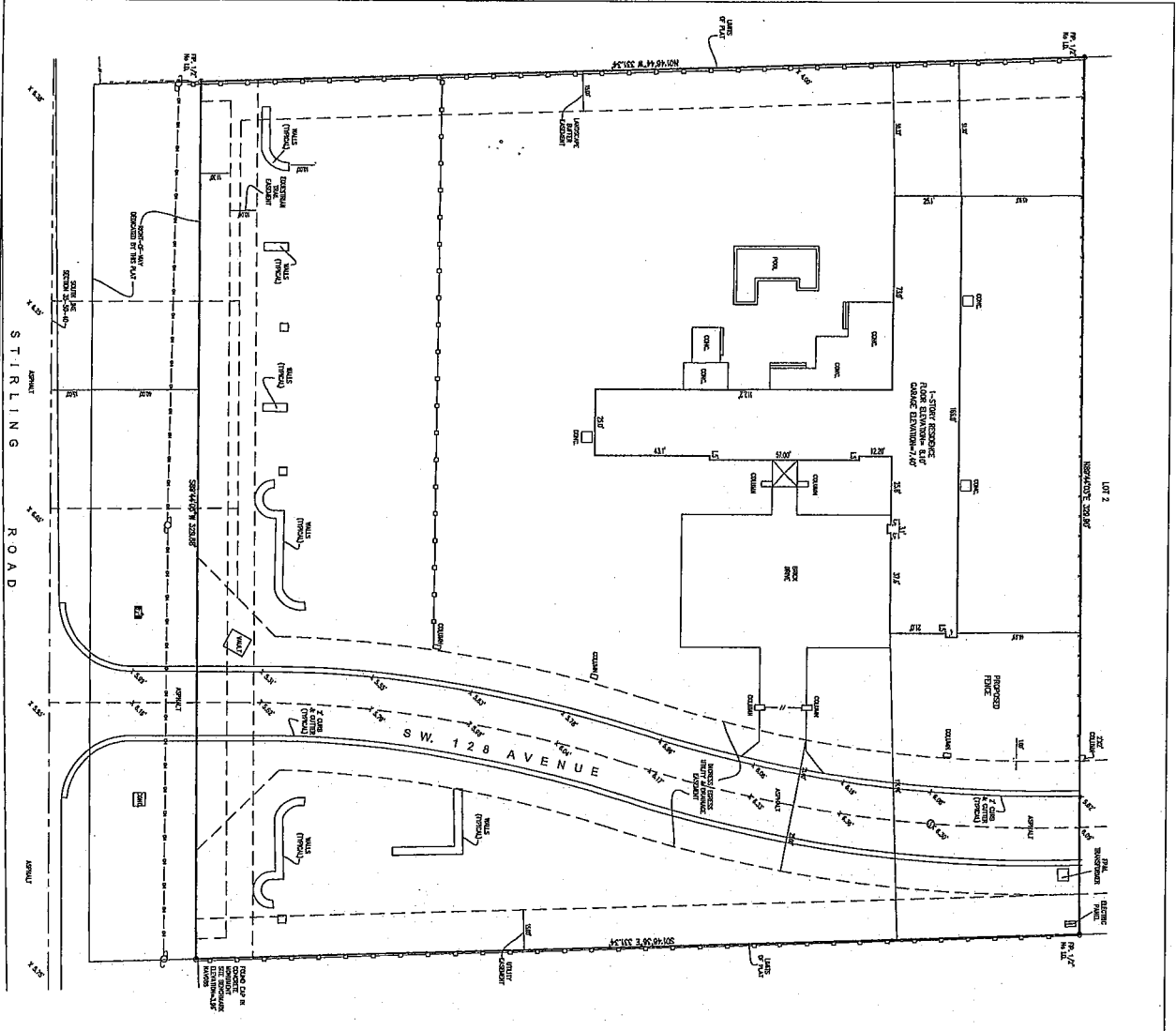
BEFORE ME personally appeared _____

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

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

NOTARY PUBLIC STATE OF FLORIDA

My commission expires:



SCALE 1"=20'

- SYMBOL LEGEND**
- ☐ CATCH BASIN
 - ⊗ FIRE HYDRANT
 - ⊙ WOOD POWER POLE
 - ⊛ LIGHT POLE
 - ⊕ TRAFFIC LIGHT METER
 - ⊖ TRAFFIC METER
 - ⊗ TRAFFIC POLE
 - ⊙ CABLE BOX
 - ⊕ MANHOLE

- ⊙ WATER METER
- ⊙ WATER VALVE
- ⊙ CONTROL VALVE
- ⊙ TRAFFIC SIGN
- ⊕ ELECTRIC METER
- ⊕ MANDOP
- ⊕ PLASTER FINISH
- ⊕ WIRE FINISH
- ⊕ METAL DATE

- ABBREVIATIONS**
- R/L 1/2" = ROUND IRON REBAR 1/2"
 - R/L 3/4" = ROUND IRON REBAR 3/4"
 - FLAKED = ROUND IRON REBAR FLAKED
 - P.S.M. = PRECAST CONCRETE
 - R.E. = REINFORCED CONCRETE
 - NO. = NUMBER
 - O.S.D. = OPTICAL SIGHT DISTANCE
 - N.M.D. 1988 = NORTH MARIANNA DATUM 1988
 - N.M.D. 1983 = NORTH MARIANNA DATUM 1983
 - U.L. = UNITARY EXHAUST
 - C/A = CENTER LINE
 - R/W = RIGHT-OF-WAY
 - R = RADIUS
 - B = BENCH MARK
 - Δ = ORIGIN

Property Address:
 1719 WEST 180th AVENUE
 SOUTHWEST PALM BEACH, FLORIDA 33409

Legal Description:
 Lot 1, of STONE CREEK AT SUNSHINE RANCHES, as recorded in Plat Book 173,
 Page 156, of the public records of Broward County, Florida.

- Surveyor's Notes:**
1. Indications of improvements have been located.
 2. Unless otherwise noted, record and measured data are in substantial agreement.
 3. The Street Right-of-Way existing on this property are physically open unless otherwise noted.
 4. This survey map or the copies thereof, are not valid without the signature and the original raised seal of a Florida Professional Engineer.
 5. Elevation shown are based on the North American Vertical Datum 1988.
 6. Additions or relations to survey map by other than the signing party is prohibited without the written consent of the signing party.
 7. This property lies in Flood Zone A1 (AO), per FEMA Map 0540, Surf, H, Community 120091, Dated 8-18-2014.

PEDROL MARTINEZ
 Registered Professional Engineer
 No. 120091
 State of Florida
 DATE EXPIRES: 08-18-2014
 DATE EXPIRES: 08-18-2014

| | | | |
|---|---|--|---|
| <p>PEDROL MARTINEZ Registered Professional Engineer No. 120091 State of Florida DATE EXPIRES: 08-18-2014</p> | <p>MARTINEZ & MARTINEZ ENTERPRISES, INC. 7179 WEST 180th AVENUE, HIALEAH, FLORIDA 33014 Phone: 786-277-4851 plm@mmem.com Business Hours 9-5:00</p> | | <p>PREPARED FOR: BIG OCEAN COMMERCIAL</p> |
| <p style="text-align: center;">BOUNDARY SURVEY</p> | | <p style="text-align: right;">SHEET: 1 of 1</p> | |



PROPERTY SUMMARY

| | | |
|---|--|--|
| Tax Year: 2021 | Property Use: 00 - Vacant residential | Deputy Appraiser: Placido Gervasoni |
| Property Id: 504035150010 | Millage Code: 3413 | Contact Number: 954-357-6831 |
| Property Owner/s: 5973 SW LLC | Adj. Bldg. S.F: 0 | Email: realprop@bcpa.net |
| Mailing Address: 10388 W STATE ROAD 84 #101 DAVIE, FL 33324 | Bldg Under Air S.F: | Zoning: RR - RURAL RANCHES DISTRICT |
| Physical Address: 12701 STIRLING ROAD SOUTHWEST RANCHES, 33330 | Effective Year: 0 | Abbr. Legal Des.: STONE CREEK AT SUNSHINE RANCHES 173-156 B LOT 1 |
| | Year Built: | |
| | Units/Beds/Baths: 0 / / | |

2020 values are considered "working values" and are subject to change.

PROPERTY ASSESSMENT

| Year | Land | Building / Improvement | Agricultural Saving | Just / Market Value | Assessed / SOH Value | Tax |
|------|-----------|------------------------|---------------------|---------------------|----------------------|------------|
| 2021 | \$491,720 | 0 | 0 | \$491,720 | \$491,720 | |
| 2020 | \$464,400 | 0 | 0 | \$464,400 | \$464,400 | \$8,619.22 |
| 2019 | \$327,810 | 0 | 0 | \$327,810 | \$327,810 | \$6,388.82 |

EXEMPTIONS AND TAXING AUTHORITY INFORMATION

| | County | School Board | Municipal | Independent |
|--------------------|-----------|--------------|-----------|-------------|
| Just Value | \$491,720 | \$491,720 | \$491,720 | \$491,720 |
| Portability | 0 | 0 | 0 | 0 |
| Assessed / SOH | \$491,720 | \$491,720 | \$491,720 | \$491,720 |
| Granny Flat | | | | |
| Homestead | 0 | 0 | 0 | 0 |
| Add. Homestead | 0 | 0 | 0 | 0 |
| Wid/Vet/Dis | 0 | 0 | 0 | 0 |
| Senior | 0 | 0 | 0 | 0 |
| Exemption Type | 0 | 0 | 0 | 0 |
| Affordable Housing | 0 | 0 | 0 | 0 |
| Taxable | \$491,720 | \$491,720 | \$491,720 | \$491,720 |

SALES HISTORY FOR THIS PARCEL

| Date | Type | Price | Book/Page or Cin |
|------------|--|-------------|------------------|
| 05/10/2019 | Warranty Deed Qualified Sale | \$570,000 | 115797116 |
| 12/23/2011 | Multi Warranty Deed Disqualified Sale | \$1,800,000 | 48406 / 626 |
| 03/19/2004 | Multi Special Warranty Deed | \$1,982,900 | 37166 / 1434 |

LAND CALCULATIONS

| Unit Price | Units | Type |
|------------|--------------|-------------|
| \$4.50 | 109,270 SqFt | Square Foot |

RECENT SALES IN THIS SUBDIVISION

| Property ID | Date | Type | Qualified/ Disqualified | Price | CIN | Property Address |
|--------------|------------|---------------|-------------------------|-------------|-----------|---|
| 504035150080 | 05/03/2021 | Warranty Deed | Qualified Sale | \$3,225,000 | 117244751 | 5780 SW 128 AVE SOUTHWEST RANCHES, FL 33330 |
| 504035150010 | 05/10/2019 | Warranty Deed | Qualified Sale | \$570,000 | 115797116 | 12701 STIRLING RD SOUTHWEST RANCHES, FL 33330 |
| 504035150070 | 05/03/2019 | Warranty Deed | Qualified Sale | \$860,000 | 115803559 | 5600 SW 128 AVE SOUTHWEST RANCHES, FL 33330 |
| 504035150050 | 01/29/2019 | Warranty Deed | Qualified Sale | \$3,200,000 | 115599076 | 5781 SW 128 AVE SOUTHWEST RANCHES, FL 33330 |
| 504035150080 | 06/21/2018 | Warranty Deed | Qualified Sale | \$3,100,000 | 115217177 | 5780 SW 128 AVE SOUTHWEST RANCHES, FL 33330 |

SPECIAL ASSESSMENTS

| Fire | Garb | Light | Drain | Impr | Safe | Storm | Clean | Misc |
|-----------------------------|------|-------|---------------------|------|------|-------|-------|------|
| Sw Ranches Fire/Rescue (34) | | | Central Broward (B) | | | | | |
| Acreage (A) | | | Central Broward (B) | | | | | |
| 251 | | | | | | | | |

SCHOOL

Hawkes Bluff Elementary: A
Silver Trail Middle: A
West Broward High: A

ELECTED OFFICIALS

| Property Appraiser | County Comm. District | County Comm. Name | US House Rep. District | US House Rep. Name |
|-----------------------------|-------------------------|--------------------------|------------------------|-------------------------|
| Marty Kiar | 5 | Steve Geller | 23 | Debbie Wasserman Shultz |
| Florida House Rep. District | Florida House Rep. Name | Florida Senator District | Florida Senator Name | School Board Member |
| 99 | Evan Jenne | 32 | Lauren Frances Book | Patricia Good |

EXHIBIT A

Lot 1, **STONE CREEK AT SUNSHINE RANCHES**, according to the map or plat thereof, as recorded in Plat Book 173, Page 156, of the Public Records of Broward County, Florida

Parcel Identification Number: 5010-33-15-0010