

WATER AGREEMENT

FOR SINGLE-FAMILY HOMEOWNER

FOR: Ernesto Fernandez
(NAME OF OWNER)

LOCATION: 6200 Stallion Way, Southwest Ranches, FL 33330

THIS AGREEMENT effective this 25th day of August, 2021, 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 Southwest Ranches, a municipal corporation of the State of Florida, hereinafter referred to as the "TOWN," and Ernesto Fernandez, an individual with a property address of 6200 Stallion Way, Southwest Ranches, FL 33330, 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 or sewage disposal service or both from CITY for the PROPERTY; and

WHEREAS, Section 19-142 of the CITY's Code of Ordinances authorizes the CITY to provide water and/or sewer disposal 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 and/or wastewater 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 and sewer services for the PROPERTY; and

WHEREAS, the Cooper City 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 27, 2021.

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.
- 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 (both water and sewer) 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 5 ERC's Per Unit @ \$1,316.00 Per ERC
Total ERC's 5 (WATER)
6,580.00

OWNER has paid to CITY the sum of _____

\$ _____ 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. Notwithstanding anything to the contrary, the CITY's duties and obligations, as set forth herein, shall be subject to the CITY having adequate water and/or wastewater capacity to serve the PROPERTY. The City shall have the sole authority and discretion to determine its water and/or wastewater capacity and its ability to serve the PROPERTY pursuant to 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. 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 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, 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 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 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 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 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

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

Ernesto Fernandez
6200 Stallion Way,
SW Ranches, FL 33330

FOR THE TOWN OF Southwest Ranches

13400 Griffin Road
Southwest Ranches, FL 33330

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

PART 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:

CITY ATTORNEY

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____.

NOTARY PUBLIC STATE OF FLORIDA

My commission expires:

OWNER

BY: _____
DATE: 8/25/21

STATE OF FLORIDA)
COUNTY OF BROWARD)

BEFORE ME personally appeared Ernesto Fernandez 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 Ernesto Fernandez executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 25th day of August

20 21.



My commission expires:

Betty J Gadway
NOTARY PUBLIC STATE OF FLORIDA

Signed, sealed and delivered
in the presence of:

THE TOWN OF Southwest Ranches

ATTEST:

[Signature]
CITY CLERK

BY:

[Signature]
MAYOR Steve Breit Kreuz

DATE: September 23, 2021

Approved as to legal form:

[Signature]
CITY ATTORNEY

STATE OF FLORIDA)
COUNTY OF BROWARD) SS

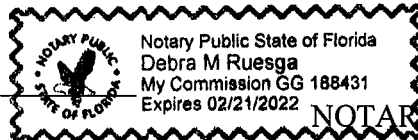
BEFORE ME personally appeared Steve Breit Kreuz to me well known and known to me to be the person (s) described in and who executed the foregoing instrument, and acknowledged to and before me that Steve Breit Kreuz executed said instrument for the purposes therein expressed.

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

20 21.

[Signature]

FLORIDA



My commission expires:

NOTARY PUBLIC STATE OF Florida

Exhibit A

Legal Description

LANDMARK AT STERLING RANCHES 170-14 B LOT 4

OPINION OF TITLE

This Opinion of Title is furnished to City of Cooper City, Broward County, Florida regarding a title search of the real property hereinafter described, it is hereby certified that the following report reflects a comprehensive search of the Public Records through and including the date of September 7, 2021 affecting the hereinafter described property.

I hereby certify that I have examined a certified abstract of title issued by Attorney's Title Fund Services, LLC performed on September 13, 2021 covering the period from the beginning to September 7, 2021, at the hour of 11:51 inclusive, of the following described property:

Lot 4, of LANDMARK AT STERLILNG RANCHES, according to the Plat thereof, as recorded in Plat Book 170, Page 14, of the Public Records of Broward County, Florida. ("Property").

It is my opinion that on the last mentioned date, the fee simple title to the Property was vested in:

Ernesto Fernandez and Grace Fernandez, husband and wife

Subject to the following encumbrances, liens and other exceptions:

1. RECORDED MORTGAGES:

Mortgage executed by Ernesto Fernandez and Grace Fernandez, husband and wife in favor Northern Trust Bank of Florida dated September 28, 2004 and recorded October 4, 2004 in O.R. Book 38302, Page 759, of the public records of Broward County, Florida.

2. RECORDED CONSTRUCTION LIENS, CONTRACT LIENS AND JUDGMENTS:

NONE

3. GENERAL EXCEPTIONS:

- 3.1 Taxes for 2021 and subsequent years, and taxes or special assessments which are not shown as existing liens by the Public Records.
- 3.2 Rights or claims of parties in possession not shown by the Public Records.
- 3.3 Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the Property.
- 3.4 Easements or claims of easements not shown by the Public Records.
- 3.5 Any lien or right to a lien for labor, equipment, material, or supplies heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

- 3.6 Any adverse claim to all or any part of the Property which is now under water or which has previously been under water but filled or exposed through the efforts of man.

4. SPECIAL EXCEPTIONS:

- 4.1. Conditions and restrictions, if any, contained in plat known as Landmark at Sterling Ranches, Inc, as recorded in that plat filed in Plat Book 170, Page 14.
- 4.2. Conditions set forth in the Agreement with Broward County filed March 20, 2001 in O.R. Book 31429, Page 762.
- 4.3. Agreement with Central Broward Water Control District filed December 27, 2001 in O.R. Book 32545, Page 1554.
- 4.4. Ordinance No 2002-61 by Board of County Commissioners of Broward County filed November 21, 2002 in O.R. Book 34145, Page 1891-X.
- 4.5. Easement in favor of Florida Power & Light filed December 5, 2002 in O.R. Book 34202, Page 207.
- 4.6. Restrictive Covenants filed April 16, 2003 in O.R. Book 34960, Page 957.
- 4.7. Agreement by and between Broward County and Town SW Ranches L filed February 6, 2004 in O.R. Book 36872, Page 405.
- 4.8. Ordinance No. 2005-53 by Broward County Florida filed December 29, 2005 in O.R. Book 41179, Page 1696.
- 4.9. Ordinance No. 2019-36 by Board of County Commissioners of Broward County, Florida filed December 10, 2019 under Clerk's File No 2019-6224105.

All recording references are to the Public Records of Broward County, Florida.

This opinion is solely for the benefit of the City of Cooper City and may not be quoted or relied on by, nor copies be delivered to, any other person, or used for any other purpose, without our prior written consent.

I, the undersigned, hereby certify that the foregoing report reflects a comprehensive search of Title Search Report number RE0921-1175 prepared by Attorney's Title Fund Services, LLC, dated September 13, 2021 affecting the subject Property.

I further certify that the foregoing report reflects a comprehensive search of the Public Records of Broward County, Florida affecting the subject Property. I further certify that I am an attorney-at-law duly admitted to practice in the State of Florida, and a member in good standing of The Florida Bar.

Respectfully submitted on this 16 day of September, 2021.

By: 
Print name: Rafael Fabian
Florida Bar No. 0063703

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me on September 16, 2021, by Rafael Fabian who (check one) is personally known to me or has produced a Florida drivers license as identification.

Gabriela G.
Notary Public, State of Florida
[SEAL] Print Name: Gabriela Gutierrez
My commission expires: MARCH 29, 2024

