

EXHIBIT A

WATER AND SEWER SERVICE AGREEMENT
FOR INDIVIDUAL OR COMMERCIAL CUSTOMER

(Outside the City)

FOR: Lisa & Robert Lewin
(NAME OF OWNER)

LOCATION: 6541 MELALEUCA ROAD, SOUTHWEST RANCHES, FL 33330

THIS AGREEMENT effective this ____ day of _____, 20____, 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 SOUTHWEST RANCHES, a municipal corporation of the State of Florida, hereinafter referred to as the "TOWN," and Lisa & Robert Lewin, an individual/ or commercial customer with a property address of 6541 MELALEUCA ROAD, 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 plant 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 service or sewer disposal service or both 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, in accordance with Section 19-142 of the CITY's Code of Ordinances, the City Commission's approval of this Agreement is evidence that the OWNER's use of the PROPERTY is not contrary to the best interests of the CITY nor adverse to the health, safety and welfare of the CITY; and

WHEREAS, the CITY's approval of this Agreement is further contingent upon the use of the PROPERTY remaining consistent with the use that was proposed at the time of such approval; and

WHEREAS, Section 180.19, F.S., authorizes a municipality to provide water or sewer 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 and sewer 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 OCTOBER 16, 2024.

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 nonresidential / 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 (both water and sewer) shall be calculated according to rates set by Resolution of the City Commission, as may be amended from time to time. 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 are a condition precedent to the execution of this Agreement. The contribution charges applicable for this Agreement are summarized as follows:

CONTRIBUTION (WATER)

Non-Residential # 1 ERC's @ \$3,934.68 Per ERC, plus \$60.00 meter deposit,
plus \$998.67 25% surcharge

Total ERC's \$4,993.35(WATER)

CONTRIBUTION (SEWER)

Non-Residential# _____ ERC's @ _____ Per ERC

Total ERC's ZERO (0) (SEWER)

OWNER has paid to CITY sum of Four thousand nine hundred ninety three dollars & sixty seven cent

\$4,993.35 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 distribution service or 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 distribution service or sewage collection service capacity to serve the PROPERTY. The City shall have the sole authority and discretion to determine its water distribution service or sewage collection service capacity and its ability to serve the PROPERTY pursuant to this Agreement.

B. 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.

C. 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 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. OWNER agrees that the use of the PROPERTY shall remain consistent with the use of the PROPERTY at the time of the execution of this Agreement.

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 and or sewer lines 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 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 main 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.

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 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.

H. WARRANTY AND MAINTENANCE BOND

The DEVELOPER warrants that the water and sewer 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 and sewer facilities to the CITY, the Bond shall be reduced to twenty-five (25) percent of the certified completion cost of construction of the water and sewer 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 or replace any part of the facilities during the one (1) year period, then the warranty as to those items repaired 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 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 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, Owner's successors and assigns.

J. 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.

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 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 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.

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.

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:

LISA & ROBERT LEWIN

6541 MELALEUCA ROAD

SOUTHWES RANCHES, FL 33330

FOR THE TOWN OF Southwest Ranches

Town Administrator 13400 Griffin Road

Southwest Ranches, FL 33330

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

PART 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.

SIGNATURE PAGES FOLLOW

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:

CITY CLERK

BY: _____

MAYOR JAMES CURRAN

DATE: _____

BY: _____

Approved as to legal form:

CITY MANAGER

DATE: _____

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____

My commission expires: _____ day of _____ 20 _____

NOTARY PUBLIC STATE OF FLORIDA

OWNER

BY: _____

NAME: Robert Lewin

DATE: April 7, 2025

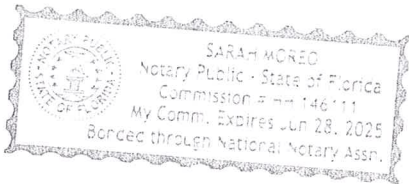
STATE OF FLORIDA)

COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 7 day of April, 2025, by Robert Lewin (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 7 day of April, 2025.

My commission expires: 28 day of June 2025

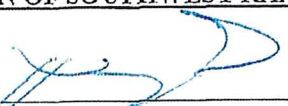


NOTARY PUBLIC STATE OF FLORIDA

THE TOWN OF SOUTHWEST RANCHES

ATTEST:


Debra M. Ruesga, CMC, Town Clerk

BY: 

TITLE: Steve Breitzkreuz, Mayor

DATE: October 16, 2024

Approved as to legal form:


Keith Poliakoff, 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 _____ day of _____, 20____, by _____ (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 _____ day of _____, 20____.

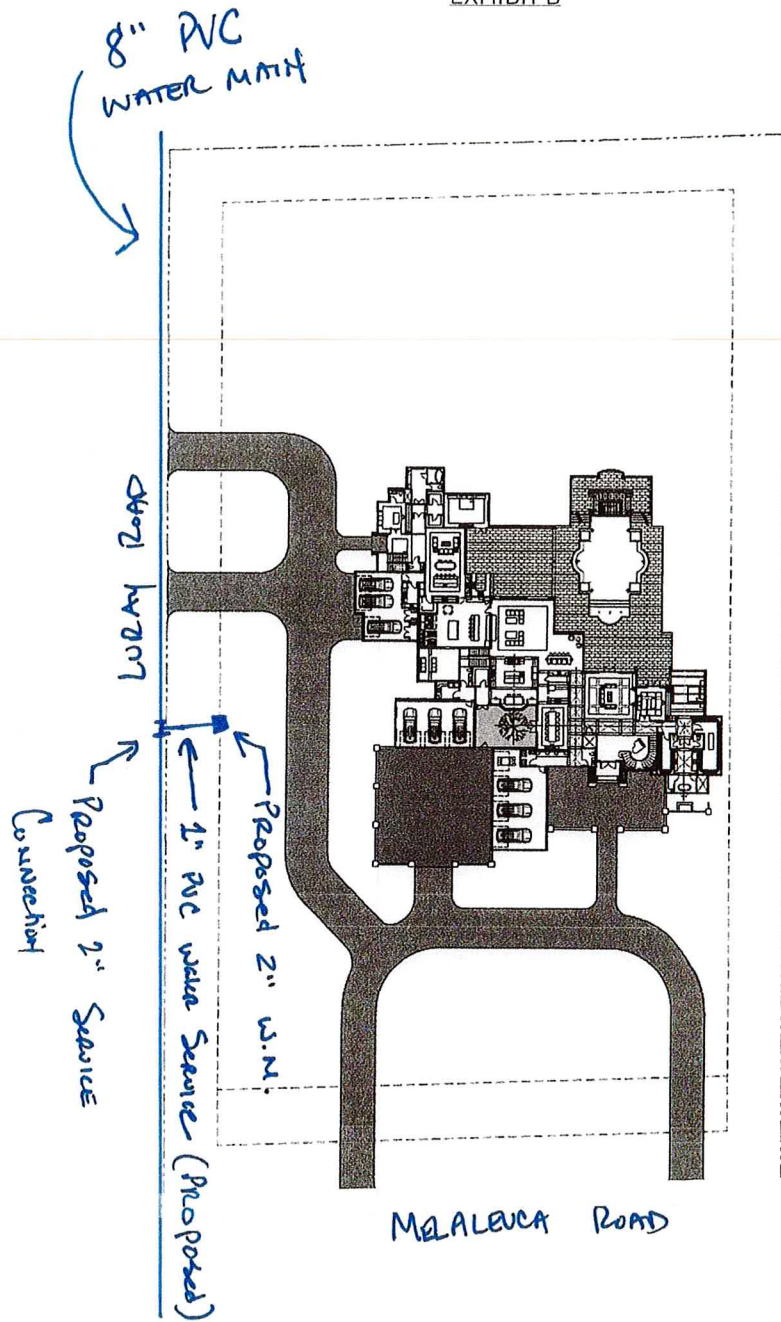
NOTARY PUBLIC STATE OF FLORIDA

My commission expires:

EXHIBIT A

THE SOUTH ONE-HALF OF THE SOUTH ONE-HALF OF TRACT 24, TOGETHER WITH THE SOUTH ONE-HALF OF THE SOUTH ONE-HALF OF TRACT 23, LESS THE WEST 132 FEET THEREOF IN SECTION 2, TOWNSHIP 51 SOUTH, RANGE 40 EAST OF THE "EVERGLADES SUGAR & LAND CO. SUBDIVISION" AS RECORDED IN PLAT BOOK 2, PAGE 39 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, LESS THE EAST 40.00 FEET THEREOF AND LESS THAT PORTION THEREOF LYING WITHIN 40.00 FEET OF THE SOUTH LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 2. SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA, AND BEING THAT PORTION OR SAID TRACTS 23 AND 24 LYING WITHIN THE SOUTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 2, LESS THE WEST 132 FEET THEREOF, LESS THE SOUTH 40 FEET THEREOF AND LESS THE EAST 40 FEET THEREOF.

EXHIBIT B



6541 MELALEUCA ROAD