

EXHIBIT A
WATER AGREEMENT
FOR RESIDENTIAL CUSTOMER

(Outside the City)

FOR: Lucas Richard Andresen & Summer Gail Andresen
(NAME OF OWNER)

LOCATION: 5201 SW 113th Avenue, Davie, FL 33330

THIS AGREEMENT effective this ____ day of _____, 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, Lucas Richard Andresen & Summer Gail Andresen customers with a property address of 5201 SW 113th Avenue, Davie, 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 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 understanding 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 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 @ \$4,029.73 Per ERC, plus deposit \$50.00, plus 25% surcharge \$1019.93, equals \$5,099.66

Total ERC \$5,099.66 (WATER)

OWNER has paid to CITY the sum of Five thousand ninety-nine dollars and sixty-six cents

\$5,099.66 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 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.

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 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 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:
Lucas Richard Andresen & Summer Gail Arrienne Andresen

5201 SW 113th Avenue

Davie, FL 33330

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

CITY CLERK

DATE: _____

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: [Signature]

NAME: Lucas Richard Andresen

DATE: 03/11/2026

OWNER:

BY: [Signature]

NAME: Summer Gail Arrienne Andresen

DATE: 03/11/2026

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 11th day of March, 2026, by Lucas and Summer Andresen (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 11th day of March, 2026.

My commission expires: 20th day of July 2027

[Signature]
NOTARY PUBLIC STATE OF FLORIDA



THE TOWN OF DAVIE

ATTEST BY:

[Signature]
TOWN CLERK

[Signature]
TITLE: Town Administrator
DATE: 3-16-2026

Approved as to legal form:

[Signature]
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 16 day of March, 2026, by Richard Lemack (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 16 day of March 2026

My commission expires 25 day of December 2026

[Signature]
NOTARY PUBLIC STATE OF FLORIDA

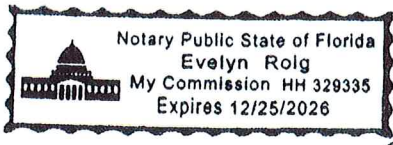


Exhibit "A"

Property Legal Description

Lot 27, Rio Ranches, according to the plat thereof, as recorded in Plat Book 91, Page 30, of the Public Records of Broward County, Florida; together with the West 1/2 of that portion of SW 113 Avenue vacated by Resolution recorded in Official Records Book 14572, Page 385, more particularly described as follows: bounded on the South by the South line of said Rio Ranches plat; bounded on the East by the East right of way line of S.W. 113th Avenue; bounded on the North by a line that is 15 feet North of and parallel with the South line of said Rio Ranches plat; and bounded on the West by the West right of way line of S.W. 113th Avenue; Section 36, Range 40 and Township 50.

Parcel Identification Number: 5040 36 02 0270

Commonly Known as: 5201 SW 113th Avenue, Davie, FL 33330

Exhibit B

5201 SW 113th Avenue
Davie, FL
33330

Meter and Shutoff Valve Box
Located on Davie
Right-of-Way - 25'
from C/L of 113th
Avenue

Service Line - 2" SDR 9
130 Linear Feet
24" Burial Depth

Main Water Line -
Depth, size and
material to be field
determined.

Work to occur
within Cooper City
Right-of-Way

Gate Valve
and Box

Tap Connection
on Main Line

SW 55th Street

**Lucas
Andresen**

Digitally signed by Lucas Andresen
DN: O="Allaway Services, Inc.",
CN=Lucas Andresen,
E=landresen@allawayservices.com
Reason: I agree to the terms defined
by the placement of my signature in
this document
Location: your signing location here
Date: 2026.02.06 14:51:49-05'00"
Foxit PDF Editor Version: 11.2.7