

WATER AND SEWER AGREEMENT

FOR SINGLE FAMILY HOMEOWNER

FOR: Jorge Fortich
(NAME OF OWNER)

LOCATION: 3541 NW 96 Avenue
Royal Palm Banches, Cooper City

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"

Jorge Fortich and
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# 1 Units X 1 ERC's Per Unit @ \$1316 Per ERC
Total ERC's _____(WATER)

~~CONTRIBUTION (SEWER)~~

~~Residential# _____ Units X _____ ERC's Per Unit @ _____ Per ERC
Total ERC's _____ (SEWER)~~

OWNER has paid to CITY the sum of One Thousand Three Hundred & sixteen dollars
\$ 1,316.00 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 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 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

Jorge Fortich
3541 NW 96 Avenue
Cooper City, FL 33024

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: 10/18/21



WITNESS


WITNESS

STATE OF FLORIDA)

COUNTY OF BROWARD) SS

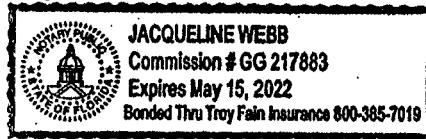
BEFORE ME personally appeared Jorge Fortich

_____ 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 he executed said instrument for the purposes therein expressed.

2021 WITNESS my hand and official seal, this 18 day of October,

Jacqueline Webb
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.

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

NOTARY PUBLIC STATE OF FLORIDA

My commission expires:

Exhibit A

THE NORTH ONE-HALF OF THE NORTH ONE-HALF OF THE SOUTH ONE-HALF OF TRACT 24 EVERGLADES SUGAR & LAND COMPANY, SUBDIVISION OF SECTION 5, TOWNSHIP 51 SOUTH, RANGE 41 EAST ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 75, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, SAID LAND SITUATE AND LYING IN BROWARD COUNTY, FLORIDA.



LOCATION MAP N.T.S.



PROPERTY FRONT VIEW

CERTIFIED TO:

JORGE FORTICH JR
 TITLE SOLUTIONS OF SOUTH FLORIDA, INC
 WFG NATIONAL TITLE INSURANCE CO.
 ANGEL OAK MORTGAGE SOLUTIONS LLC
 ITS SUCCESSORS AND/OR ASSIGNS AS THEIR
 INTEREST MAY APPEAR.

FLOOD INFORMATION:

Community Number: CITY OF COOPER CITY 120032
Panel Number: 12011C0545H
Suffix: H
Date of Firm Index: 8/18/2014
Flood Zone: AH
Base Flood Elevation: 5.0
Date of Survey: 9/27/2021

LEGAL DESCRIPTION: Please see the last page for long Legal Description.

Surveyor's Legend

—	PROPERTY LINE				
□	STRUCTURE				
▨	CONC. BLOCK WALL	⊗	TREE	L.M.E.	LAKE or LANDSCAPE MAINT. ESMT.
—X—	CHAIN-LINK or WIRE FENCE	⊙ P.P.	POWER POLE	R.O.E.	ROOF OVERHANG EASEMENT
— —	WOOD FENCE	⊙ C.B.	CATCH BASIN	P.P.	POOL PUMP
— — —	IRON FENCE	⊙ C.U.E.	COUNTY UTILITY ESMT.	PL	PLANTER OR PROPERTY LINE
— — —	EASEMENT	⊙ I.E./E.E.	INGRESS/ EGRESS ESMT.	I.D.	IDENTIFICATION
— — —	CENTER LINE	⊙ U.E.	UTILITY EASEMENT	B.C.	BLOCK CORNER
▨	WOOD DECK	⊙ FND. OR F	FOUND IRON PIPE/ PIN AS NOTED ON PLAT	B.R.	BEARING REFERENCE
▨	CONCRETE	LB#	LICENSE # - BUSINESS	Δ	CENTRAL ANGLE or DELTA
▨	ASPHALT	LS#	LICENSE # - SURVEYOR	R	RECORD OR RADIUS
▨	BRICK/TILE	CALC	CALCULATED POINT	RAD.	RADIAL
▨	WATER	SET	SET MONUMENT	N.R.	NON RADIAL
—	APPROXIMATE EDGE OF WATER	▲	CONCRETE MONUMENT	TYP.	TYPICAL
▨	COVERED AREA	ELEV	ELEVATION	I.R.	IRON ROD
		P.T.	POINT OF TANGENCY	I.P.	IRON PIPE
		P.C.	POINT OF CURVATURE	N&D	NAIL & DISK
		P.R.M.	PERMANENT REFERENCE MONUMENT	PK NAIL	PARKER-KALON NAIL
		P.C.C.	POINT OF COMPOUND CURVATURE	D.H.	DRILL HOLE
		P.R.C.	POINT OF REVERSE CURVATURE	⊙	WELL
		P.O.B.	POINT OF BEGINNING	⊙	FIRE HYDRANT
		P.O.C.	POINT OF COMMENCEMENT	M.H.	MAN HOLE
		P.G.P.	PERMANENT CONTROL POINT	O.H.L.	OVERHEAD LINES
		W	FIELD MEASURED	TX	TRANSFORMER
		P	PLATTED MEASUREMENT	CATV	CABLE TV. RISER
		D	DEED	W.M.	WATER METER
		C	CALCULATED	P/E	POOL EQUIPMENT
				CONC	CONCRETE SLAB
				ESMT.	EASEMENT
				D.E.	DRAINAGE EASEMENT
				L.B.E.	LANDSCAPE BUFFER ESMT.
				L.A.E.	LIMITED ACCESS EASEMENT
				TEL.	TELEPHONE FACILITIES
				U.P.	UTILITY POLE
				E.U.B.	ELECTRIC UTILITY BOX
				SEP.	SEPTIC TANK
				D.F.	DRAIN FIELD
				AC	AIR CONDITIONER
				CSW	CONC SIDEWALK
				DWY	DRIVEWAY
				SCR.	SCREEN
				GAR.	GARAGE
				ENCL.	ENCLOSURE
				N.T.S.	NOT TO SCALE
				FF.	FINISHED FLOOR
				T.O.B.	TOP OF BANK
				E.O.W.	EDGE OF WATER
				E/P OR E.O.P.	EDGE OF PAVEMENT
				C.V.G.	CONCRETE VALLEY GUTTER
				B.S.L.	BUILDING SETBACK LINE
				S.T.L.	SURVEY THE LINE
				R/W	RIGHT OF WAY
				R.O.E.	PUBLIC UTILITY EASEMENT
				C.M.E.	CANAL MAINTENANCE EASEMENT
				A.E.	ANCHOR EASEMENT

GENERAL NOTES:

- LEGAL DESCRIPTION PROVIDED BY OTHERS.
- EXAMINATION OF THE ABSTRACT OF TITLE WILL HAVE TO BE MADE TO DETERMINE RECORDED INSTRUMENTS, IF ANY, AFFECTING PROPERTY.
- THE LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENT OR OTHER RECORDED ENCUMBRANCES NOT SHOWN ON THE PLAT.
- THE PURPOSE OF THIS SURVEY IS FOR USE IN OBTAINING TITLE INSURANCE AND FINANCING AND SHOULD NOT BE USED FOR CONSTRUCTION, PERMITTING DESIGN, OR ANY OTHER PURPOSE WITHOUT THE WRITTEN CONSENT OF ONLINE LAND SURVEYORS INC.
- UNDERGROUND PORTIONS OF FOOTINGS, FOUNDATIONS OR OTHER IMPROVEMENTS WERE NOT LOCATED.
- ONLY VISIBLE AND ABOVE GROUND ENCROACHMENTS LOCATED.
- FENCE OWNERSHIP NOT DETERMINED.
- WALL TIES ARE TO THE FACE OF THE WALL.
- BEARINGS ARE BASE ON AN ASSUMED MERIDIAN.
- BOUNDARY SURVEY MEANS A DRAWING AND/OR GRAPHIC REPRESENTATION OF THE SURVEY WORK PERFORMED IN THE FIELD, COULD BE DRAWN AT A SHOWN SCALE AND/OR NOT TO SCALE.
- NO IDENTIFICATION FOUND ON PROPERTY CORNERS UNLESS NOTED.
- NOT VALID UNLESS SEALED WITH THE SIGNING SURVEYORS EMBOSSED OR ELECTRONIC SEAL.
- DIMENSIONS SHOWN ARE PLAT AND MEASURED UNLESS OTHERWISE SHOWN.
- ELEVATIONS IF SHOWN ARE BASED UPON N.G.V.D. 1929 UNLESS OTHERWISE NOTED.
- THIS IS A BOUNDARY SURVEY UNLESS OTHERWISE NOTED.
- THIS BOUNDARY SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE ENTITIES NAMED HEREON, THE CERTIFICATIONS DO NOT EXTEND TO ANY UNNAMED PARTIES.

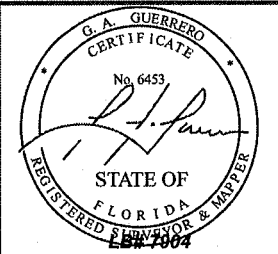
Florida Land Title Association
FLTA
 Affiliate Member

Printing to Scale:

- Select "None" from Page Scalling
- Deselect "Auto-Rotate and Center"
- Select "Choose paper source by PDF page size"

These options prevent size information from printing

FIELD WORK:	9/24/2021
DRAWN BY:	V.P.
CHECKED BY:	G.A.G.
FINAL REVISION:	09/27/2021
COMPLETED:	9/27/2021
SCALE:	1" = 40'
SURVEY CODE:	O-78353

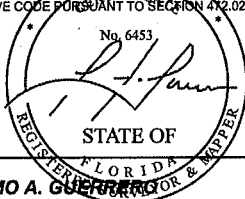


OnlineLand SURVEYORS, INC.
 15271 NW 60 AVE, Suite 206
 Miami Lakes, FL 33014
 Phone: (305) 910-0123
 Fax: (305) 675-0999
 www.OnlineLandSurveyors.com

LEGAL DESCRIPTION:

THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF TRACT 24, EVERGLADES SUGAR & LAND COMPANY, SUBDIVISION OF SECTION 5, TOWNSHIP 51 SOUTH, RANGE 41 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 75, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, SAID LAND SITUATE AND LYING IN BROWARD COUNTY, FLORIDA.

SURVEYOR'S CERTIFICATION: I HEREBY CERTIFY THAT THIS "BOUNDARY SURVEY" IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY PREPARED UNDER MY DIRECTION. THIS COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS, AS SET FORTH BY THE STATE OF FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPER IN CHAPTER 5J-17.051, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.



SIGNED _____ FOR THE FIRM

GUILLERMO A. GUERRERO P.S.M. No. 6453
STATE OF FLORIDA

NOT VALID WITHOUT AN AUTHENTIC ELECTRONIC SIGNATURE AND AUTHENTICATED ELECTRONIC SEAL AND/OR THIS MAP IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A LICENSE SURVEYOR AND MAPPER.



OnlineLand
SURVEYORS, INC.

15271 NW 60 AVE, Suite 206
Miami Lakes, FL 33014
Phone: (305) 910-0123
Fax: (305) 675-0999
LB #: 7904

www.OnlineLandSurveyors.Com

Accepted By: _____