



COOPER CITY UTILITIES DEPARTMENT MEMORANDUM

DATE: March 09, 2024

TO: Ryan Eggleston, City Manager

FROM: Hamid Nikvan, Interim Utilities Director/City Engineer

SUBJECT: Acceptance of Utilities (Water & Sewer) and Reduction of Performance Bond to a 25% Maintenance Bond - Kingfisher Reserve Project

This is a recommendation for Commission approval to accept ownership of the water and sewer system constructed to serve the Kingfisher Reserve project and to reduce the Letter of Credit Performance Bond to a 25% Maintenance Bond.

The water and sewer system built is in accordance with the City-approved plans and specifications for the development, and is determined to be acceptable by the office of the City Engineer. Attached are a Bill of Sale, Easement Agreement, Opinion of Title, Engineer of Record certification letter, Bond reduction request, Actual construction cost and project Letter of Credit.

I recommend Commission approval to accept ownership of the water and sewer system and to reduce the Letter of Credit Performance Bond to a 25% one year Maintenance Bond.

Attachments

BILL OF SALE

CC HOMES AT KINGFISHER RESERVE, LLC ("Seller") in consideration of the sum of Ten and No/100 Dollars (\$10.00), and in hand paid, and other good and valuable consideration, the receipt of adequacy, and sufficiency of which we are hereby acknowledged does hereby sell, assign, transfer and set over to The City of Cooper City ("Grantee"), all of the water and sewer systems now or hereafter owned by the Seller which are now or hereafter located by, over and/or upon Property or any part and parcel thereof, and which water and sewer system includes all water mains, service laterals, hydrants, valves, sewer mains, manholes, cleanouts, and appurtenances legally described on Exhibit "A" attached hereto.

The Seller does hereby covenant with the Purchaser that at the time of delivery of this Bill of Sale, the Seller owns the Personal Property free from all encumbrances made by the Seller, and that the Seller will warrant and defend the same right against the lawful claims and demands of all persons whomsoever lawfully claiming or claim the same, or any part thereof, by, through or under Seller but not otherwise.

Seller:

CC HOMES AT KINGFISHER RESERVE, LLC

ML

Name: MICHAEL LEVAK

Title: VP

Witness:

Name: RYAN PALONKA

[Signature]

Name: Gray King

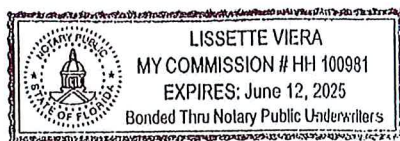
[Signature]

STATE OF FLORIDA
COUNTY OF

The foregoing instrument was acknowledged before me this 1 day of March, 2024, by Michael Levak as VP on behalf of the company. He is personally known to me or has produced _____ as identification.

[Signature]

Notary Public at Large
State of Florida
My commission expires:
6.12.2025



PUBLIC UTILITY EASEMENT

THIS PUBLIC UTILITY EASEMENT, made this 16TH day of NOVEMBER, 2023 by and between CC HOMES AT KINGFISHER RESERVE, LLC whose mailing address is 2020 Salzedo Street, Suite 200, Coral Gables, Florida 33134 (hereinafter referred to as "GRANTOR"), and the City of Cooper City, a municipal corporation organized and existing under the laws of the State of Florida, whose mailing address is P.O. Box 290910, Cooper City, Florida 33329-0910, which is a municipality located within the boundaries of Broward County, Florida (hereinafter referred to as "GRANTEE").

WITNESSETH:

WHEREAS, Grantor is the owner of that certain real property located in Broward County, Florida, more particularly described in EXHIBIT "C" attached hereto, (hereinafter referred to as "Servient Estate"); and

WHEREAS, Grantor desires to grant unto Grantee a perpetual non-exclusive easement to use a portion of the servient estate for the installation and maintenance of drainage and public utility lines;

NOW, THEREFORE, in consideration of the sum of Ten (\$10.00) dollars and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby grants as follows:

1. Grantor hereby grants and conveys to Grantee, its successors and assigns, a perpetual non-exclusive easement over and upon the servient estate, a legal description of which is attached hereto as EXHIBIT "C", for the installation and maintenance of drainage and public utility lines.
2. Grantor reserves all rights not herein granted pursuant to this easement, including but not limited to, the right of free ingress and egress under, over and upon the servient estate and to grant further easements under, over and upon the servient estate; provided that, in no event, shall any of the rights herein reserved to Grantor impede the easement herein granted or the exercise of the rights of use thereunder.
3. Grantee shall have the right to remove any natural or man-made obstructions placed on the easement which impede the easement herein granted or the exercise of the rights thereunder.
4. The provisions of this easements shall be binding on the parties hereto and and the respective successors and assigns as a covenant running with and binding upon the servient estate.

**OPINION OF TITLE FOR CONVEYANCE OF
WATER DISTRIBUTION FACILITIES
TO THE CITY OF COOPER CITY**

This Opinion of Title is furnished to City of Cooper City, Broward County, Florida, as inducement for the acceptance of a Bill of Sale and Grant of Easement in connection with certain water distribution facilities for the Project known as Kingfisher Reserve, located at 5700 SW 106th Avenue, Cooper City, Florida 33328.

I hereby certify that I have examined Title Insurance Commitment No. 1307522 A4 issued by Attorneys' Title Insurance Fund Services, LLC, effective April 4, 2024, at the hour of 11:00 p.m. inclusive, of the following described property:

All of the Access Parcel of "Kingfisher Reserve Plat, according to the map or plat thereof as recorded in Plat Book 183, Page 568, 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:

CC Homes at Kingfisher Reserve, LLC, a Florida a limited liability company

Subject to the following encumbrances, liens and other exceptions:

1. RECORDED MORTGAGES:

NONE

2. RECORDED CONSTRUCTION LIENS, CONTRACT LIENS AND JUDGMENTS:

NONE

3. GENERAL EXCEPTIONS:

3.1 Taxes for 2023 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:

1. All matters contained on the Plat of Kingfisher Reserve, as recorded in Plat Book 183, Page 568, Public Records of Broward County, Florida.
2. All matters as contained on the Plat of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, recorded in Plat Book 2, Page 17, Public Records of Miami-Dade County, Florida, said lands situate, lying and being in Broward County, Florida.
3. Covenants, conditions, and restrictions for Kingfisher Reserve recorded in Instrument Number 118991660, Public Records of Broward County, Florida.
4. Reservations in favor of the South Florida Water Management District, as set forth in the deed recorded under Deed Book 470, Page 322, affected by Release of Reservations recorded in Instrument Number 116818085; Instrument Number 116818086; Instrument Number 116818087, Public Records of Broward County, Florida; however, the right of entry and exploration associated with the oil and mineral reservation has been released pursuant to Sec. 270.11, F.S.
5. Reservations retained by the Trustees of the Internal Improvement Fund to enter upon and use the land to construct canals as more specifically delineated in that certain deed from the Trustees of the Internal Improvement Fund of the State of Florida to Richard J. Bowels, filed January 1, 1909 in Deed Book. 46, Page 240, Public Records of Broward County, Florida.
6. Resolution by Central Broward Drainage recorded in O.R. Book 3438, Page 60, Public Records of Broward County, Florida.
7. Assignment of Utility Easements to the City of Cooper City, Florida recorded in O.R. Book 10662, Page 218, Public Records of Broward County, Florida.
8. Assignment of Development Rights, Permits and Entitlements recorded in Instrument Number 117395762, and Instrument Number 117395794, Public Records of Broward County, Florida.
9. Resolution No. 93-1-2 recorded in O.R. Book 20359, Page 275, Public Records of Broward County, Florida.
10. Resolution No. 21-21 recorded in Instrument Number 117443715, Public Records of Broward County, Florida
11. Resolution No. 21-22 recorded in Instrument Number 117443716, Public Records of Broward County, Florida.
12. Resolution No. 21-20 recorded in instrument Number 117449431, Public Records of Broward County, Florida.
13. Maintenance Agreement recorded in Instrument Number 118182388, Public Records of Broward County, Florida.

14. Subdivider's Completion Agreement recorded in Instrument Number 118182580, Public Records of Broward County, Florida.
15. Resolution No. 22-25 recorded in Instrument Number 118374008, Public Records of Broward County, Florida.
16. Recorded Notice of Environmental Resource Permit recorded in Instrument Number 118473206, Public Records of Broward County, Florida.
17. Easement with Florida Power and Light Company recorded in Instrument Number 118972926, Public Records of Broward County, Florida.
18. Covenants, conditions and restrictions recorded in Instrument Number 118991660, Public Records of Broward County, Florida.

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

I HEREBY CERTIFY that I have reviewed all the aforementioned encumbrances and exceptions. It is my opinion that the following parties must join in the Bill of Sale and Grant of Easement in order to make these instruments valid and binding conveyances of the interests described therein.

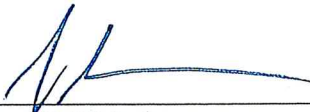
<u>Name</u>	<u>Interest</u>	<u>Special Exception Number</u>
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NONE

I HEREBY CERTIFY that the legal description covered by this Opinion of Title is the same as the legal description in the Bill of Sale and the Grant of Easement.

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 9th day of April, 2024.

By: 

Steven J. Vainder
Florida Bar No. 095915

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

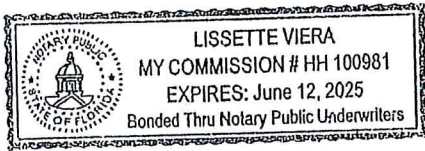
The foregoing instrument was acknowledged before me on April 9, 2024, by Steven J. Vainder who (check one) is personally known to me or has produced a Florida drivers license as identification.

L. Viera

Notary Public, State of Florida

Print Name: Lisette Viera

My commission expires: 06.12.2025



February 22, 2024

Mr. Hamid Nikvan
Utilities Director
City of Cooper City
11791 SW 49th Street
Cooper City, FL 33330

RE: KINGFISHER RESERVE
WATER, SEWER, PAVING, GRADING AND DRAINAGE
COOPER CITY PERMIT NO.: 22-0818174 & 22-0608173
CTA PROJECT NO. 20-0001-001-03

CRAVEN THOMPSON



& ASSOCIATES INC.

Engineers
Planners
Surveyors
Landscape Architects

Dear Mr. Nikvan:

The sewer, water, paving, grading and drainage improvements for the above-referenced project, have been to the best of our knowledge and belief, constructed in substantial accordance with the approved plans. By copy of this correspondence, we respectfully request your office's approval of the sewer, water, paving, grading and drainage improvements.

Sincerely,

CHAD E. EDWARDS
CHAD EVERETT EDWARDS
LICENSE
No 59306
CRAVEN THOMPSON & ASSOCIATES, INC. ★
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

CHAD E. EDWARDS, P.E.
Senior Supervising Engineer
Florida Registration No. 59306
Florida Licensed Engineering Business No. 271

CEE/jm

3563 NW 53rd Street
Fort Lauderdale, FL 33309-6311
Phone: (954) 739-6400
Fax: (954) 739-6409



March 1, 2024

Hamid Nikvan
Utilities Director/ City Engineer
City of Cooper City
11791 SW 49th Street
Cooper City, FL 33330

RE: KINGFISHER RESERVE BOND REDUCTION REQUEST

Dear Mr. Nikvan,

The site improvements for the above referenced project have been, to the best of our knowledge and belief, constructed in substantial accordance with the approved plans. There is a bond in place in the amount of \$1,538,358.25, securing the site improvements. Section 22 of the Water and Sewer Developer's Agreement allows for the bond to be reduced to 25% of the certified completed cost of the water and sewer facilities. Included with this letter is the certified completed costs for the project, which includes \$190,705.00 for the water facilities, \$118,783.00 for the sewer facilities, totaling \$309,488.00. We respectfully request that the bond be reduced to \$77,372.00, which is 25% of the certified completed cost 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.

If you have any questions or require additional information, please contact me at (786) 334-8116 or rpalonka@cchomes.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Ryan Palonka".

Ryan Palonka, P.E.

Development Manager

WATER

DESCRIPTION	QUANTITY	UNIT PRICE	U/M	TOTAL COST
8" PVC C-900	2,105	\$ 23.00 /	LF	\$ 48,415.00
6" DIP	60	\$ 35.00 /	LF	\$ 2,100.00
4" PVC C-900	125	\$ 22.00 /	LF	\$ 2,750.00
HDPE Service Pipe	890	\$ 10.00 /	LF	\$ 8,900.00
Fire Hydrant w/ Mega Lug	5	\$ 3,050.00 /	EA	\$ 15,250.00
3/4" Threaded Rod for Hydrant Restraints	5	\$ 150.00 /	EA	\$ 750.00
8" Gate Valve & Box w/ Mega Lug	10	\$ 1,500.00 /	EA	\$ 15,000.00
6" Gate Valve & Box w/ Mega Lug	5	\$ 1,200.00 /	EA	\$ 6,000.00
4" Gate Valve & Box w/ Mega Lug	1	\$ 950.00 /	EA	\$ 950.00
8" Saddle w/ 2" Corp.	32	\$ 450.00 /	EA	\$ 14,400.00
4" Saddle w/ 2" Corp.	1	\$ 450.00 /	EA	\$ 450.00
8" x 8" Tee w/ Mega Lug	2	\$ 850.00 /	EA	\$ 1,700.00
8" x 6" Tee w/ Mega Lug	5	\$ 800.00 /	EA	\$ 4,000.00
8" x 4" Reducer w/ Mega Lug	1	\$ 750.00 /	EA	\$ 750.00
8" 90 Bend w/ Mega Lug	2	\$ 350.00 /	EA	\$ 700.00
8" 45 Bend w/ Mega Lug	6	\$ 350.00 /	EA	\$ 2,100.00
4" 45 Bend w/ Mega Lug	1	\$ 300.00 /	EA	\$ 300.00
4" 11 Bend w/ Mega Lug	3	\$ 300.00 /	EA	\$ 900.00
8" Cap Tap 2" w/ Mega Lug	1	\$ 250.00 /	EA	\$ 250.00
6" Cap Tap 2" w/ Mega Lug	1	\$ 200.00 /	EA	\$ 200.00
4" Cap Tap 2" w/ Mega Lug	1	\$ 180.00 /	EA	\$ 180.00
2" FVO Assembly	3	\$ 850.00 /	EA	\$ 2,550.00
1.5" Double Water Service	6	\$ 3,250.00 /	EA	\$ 19,500.00
1" Single Water Service	27	\$ 880.00 /	EA	\$ 23,760.00
12" x 8" Tapping Sleeve & Valve	1	\$ 18,850.00 /	EA	\$ 18,850.00
		SUBTOTAL:		\$ 190,705.00

SANITARY SEWER

DESCRIPTION	QUANTITY	UNIT PRICE	U/M	TOTAL COST
6" PVC SDR-26	1,070	\$ 18.00 /	LF	\$ 19,260.00
8" PVC SDR-26 0/6	580	\$ 30.00 /	LF	\$ 17,400.00
8" PVC SDR-26 6/8	639	\$ 32.00 /	LF	\$ 20,448.00
8" PVC SDR-26 8/10	480	\$ 42.00 /	LF	\$ 20,160.00
8" PVC SDR-26 10/12	33	\$ 55.00 /	LF	\$ 1,815.00
Manhole 0/6	3	\$ 2,900.00 /	EA	\$ 8,700.00
Manhole 6/8	2	\$ 3,400.00 /	EA	\$ 6,800.00
Manhole 8/10	3	\$ 4,400.00 /	EA	\$ 13,200.00
Coredrill Exist. Manhole & Connect 10/12	1	\$ 10,000.00 /	LS	\$ 10,000.00
Rebuild Exist. Manhole Invert	1	\$ 1,000.00 /	LS	\$ 1,000.00
		SUBTOTAL:		\$ 118,783.00

TOTAL: \$ 309,488.00

Exhibit A



Wells Fargo Bank, N.A.
U.S. Trade Services
Standby Letters of Credit
401 N. Research Pkwy, 1st Floor
MAC D4004-017,
Winston-Salem, NC 27101-4157
Phone: (800) 776-3862 Option 2
E-Mail: sblc-new@wellsfargo.com

Irrevocable Standby Letter Of Credit

Number: IS000284797U
Issue Date: May 16, 2022

BENEFICIARY	APPLICANT
CITY OF COOPER CITY 9090 SW 50TH PLACE COOPER CITY, FLORIDA 33328	CC HOMES AT KINGFISHER RESERVE, LLC 2020 SALZEDO STREET, SUITE 200 CORAL GABLES, FLORIDA 33134

LETTER OF CREDIT ISSUE AMOUNT USD 1,538,358.25 EXPIRY DATE MAY 16, 2023

LADIES AND GENTLEMEN:

WE HEREBY AUTHORIZE YOU TO DRAW ON WELLS FARGO BANK, N.A. FOR THE ACCOUNT OF CC HOMES AT KINGFISHER RESERVE, LLC TO AN AGGREGATE AMOUNT, IN UNITED STATES FUNDS, OF \$1,538,358.25 AVAILABLE BY YOUR DRAFT AT SIGHT, ACCOMPANIED BY:

(1) A SIGNED STATEMENT FROM AN AUTHORIZED REPRESENTATIVE OF THE CITY OF COOPER CITY, THAT THE DRAWING IS DUE TO DEFAULT IN PERFORMANCE OF CERTAIN OBLIGATIONS OR FAILURE TO PAY SUMS, ON THE PART OF CC HOMES AT KINGFISHER RESERVE, LLC UNDER THE PROJECT NUMBER O19-MP-20 AGREED UPON BY AND BETWEEN THE CITY OF COOPER CITY AND CC HOMES AT KINGFISHER RESERVE, LLC.

(2) THE ORIGINAL LETTER OF CREDIT AND ANY AMENDMENTS ATTACHED THERETO.

DRAFT MUST BE DRAWN AND NEGOTIATED NOT LATER THAN THE EXPIRATION DATE, AS MAY BE EXTENDED.

DRAFTS MUST BEAR THE CLAUSE "DRAWN UNDER LETTER OF CREDIT NO. IS000284797U OF WELLS FARGO BANK, N.A. DATED MAY 16, 2022."

ONLY ONE DRAFT MAY BE DRAWN AND PRESENTED UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT, AND SUCH DRAFT MUST BE FOR THE FULL AMOUNT OF THIS LETTER OF CREDIT.

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT SHALL BE DEEMED AUTOMATICALLY EXTENDED WITHOUT WRITTEN AMENDMENT FOR ONE YEAR PERIODS FROM THE PRESENT OR ANY FUTURE EXPIRY DATE UNLESS AT LEAST 30 CALENDAR DAYS PRIOR TO SUCH EXPIRATION DATE, WE SEND THE BENEFICIARY NOTICE AT THE ABOVE STATED ADDRESS BY OVERNIGHT COURIER THAT WE ELECT NOT TO EXTEND THIS LETTER OF CREDIT BEYOND THE INITIAL OR ANY EXTENDED EXPIRY DATE HEREOF.



THIS LETTER OF CREDIT SETS FORTH IN FULL THE TERMS OF OUR UNDERTAKING, AND SUCH UNDERTAKING SHALL NOT IN ANY WAY BE MODIFIED, AMENDED, OR AMPLIFIED BY REFERENCE TO ANY DOCUMENTS, INSTRUMENT, OR AGREEMENT REFERRED TO HEREIN OR IN WHICH THIS LETTER OF CREDIT IS REFERRED TO OR THIS LETTER OF CREDIT RELATES, AND ANY SUCH REFERENCE SHALL NOT BE DEEMED TO INCORPORATE HEREIN BY REFERENCE ANY DOCUMENT, INSTRUMENT, OR AGREEMENT.

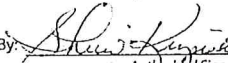
DRAWINGS MAY ALSO BE PRESENTED TO US BY FACSIMILE TRANSMISSION TO FACSIMILE NUMBER 844-879-5593 (EACH SUCH DRAWING, A 'FAX DRAWING'); PROVIDED, HOWEVER, THAT A FAX DRAWING WILL NOT BE EFFECTIVELY PRESENTED UNTIL YOU CONFIRM BY TELEPHONE OUR RECEIPT OF SUCH FAX DRAWING BY CALLING US AT TELEPHONE NUMBER 1-800-776-3862, OPTION 2. IF YOU PRESENT A FAX DRAWING UNDER THIS LETTER OF CREDIT YOU DO NOT NEED TO PRESENT THE ORIGINAL OF ANY DRAWING DOCUMENTS, AND IF WE RECEIVE ANY SUCH ORIGINAL DRAWING DOCUMENTS THEY WILL NOT BE EXAMINED BY US. IN THE EVENT OF A FULL OR FINAL DRAWING THE ORIGINAL STANDBY LETTER OF CREDIT MUST BE RETURNED TO US BY OVERNIGHT COURIER.

WE HEREBY AGREE WITH YOU THAT DRAFT DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS CREDIT SHALL BE DULY HONORED IF PRESENTED TOGETHER WITH DOCUMENT(S) AS SPECIFIED ABOVE AT OUR OFFICE LOCATED AT 401 N. RESEARCH PKWY, MAIL CODE D4004-017, WINSTON-SALEM, NC 27101, ATTENTION: STANDBY LETTER OF CREDIT DEPT. ON OR BEFORE THE ABOVE STATED EXPIRY DATE, OR ANY EXTENDED EXPIRY DATE IF APPLICABLE.

EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, THIS LETTER OF CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS, (2007 REVISION) THE INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 600.

Very Truly Yours,

WELLS FARGO BANK, N.A.

By: 
Authorized Signature

The original of the Letter of Credit contains an embossed seal over the Authorized Signature.

Please direct any written correspondence or inquiries regarding this Letter of Credit, always quoting our reference number, to **Wells Fargo Bank, National Association**, Attn: U.S. Standby Trade Services

at either 794 Davis Street, 2nd Floor
MAC A0283-023,
San Leandro, CA 94577-6922

or 401 N. Research Pkwy, 1st Floor
MAC D4004-017,
WINSTON-SALEM, NC 27101-4157

Phone inquiries regarding this credit should be directed to our Standby Customer Connection Professionals
1-800-776-3862 Option 2 (Hours of Operation: 8:00 a.m. PT to 5:00 p.m. PT) 1-800-776-3862 Option 2 (Hours of Operation: 8:00 a.m. EST to 5:00 p.m. EST)