

**WATER AND WASTEWATER AGREEMENT**

**(Individual)**

**THIS AGREEMENT** ("WATER AND WASTEWATER AGREEMENT") made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between \_\_\_\_\_ hereinafter referred to as "DEVELOPER" and the CITY OF COCONUT CREEK, Florida, a municipal corporation, hereinafter referred to as "CITY".

**WITNESSETH**

**WHEREAS**, the DEVELOPER owns or controls lands located in Broward County, Florida, as described in Exhibit "A", attached hereto and made a part hereof as if fully set out in this paragraph and hereinafter referred to as "Property," and DEVELOPER has or is about to develop the Property by erecting thereon single-family residential buildings, multi-family residential buildings, commercial improvements, industrial improvements, institutional, recreational or other uses; and

**WHEREAS**, in order to meet the financing and general requirements of certain private agencies and certain Federal, State and local governmental agencies, such as, but not limited to, the Florida Department of Environmental Protection and the Broward County Health and Rehabilitative Services, the Veterans' Administration, the Federal Housing Administration, and private lending institutions, it is necessary that adequate water and wastewater facilities and services be provided to serve the Property and to serve the occupants of each residence, building, or unit constructed or located on the Property; and

**WHEREAS**, the DEVELOPER is required to execute a "WATER AND WASTEWATER AGREEMENT" setting forth such reasonable provisions governing the DEVELOPER's and the CITY's responsibility pertaining to the installation of water and wastewater service facilities; the connection of consumer installations with the facilities; and

**WHEREAS**, DEVELOPER wishes to develop or redevelop their property and is required to execute a "WATER AND WASTEWATER AGREEMENT" setting forth such reasonable provisions governing said property owners and the CITY's responsibility pertaining to the installation of water and WASTEWATER service facilities; the connection of consumer installations with the facilities of the CITY; the manner and method of payment of Impact Fees; standards of construction or specifications; time commitments to "take and use water and wastewater services"; engineering errors and omissions; rules, regulations and procedures of the CITY and other reasonable regulations; and

**WHEREAS**, CITY is willing to provide, in accordance with the provisions hereinafter set out, central water and wastewater facilities, and to extend such facilities by way of water distribution mains and wastewater collection and transmission mains, and to thereafter operate such facilities so that the occupants of each residence, building, or unit constructed on properties will receive an adequate water and wastewater service from the CITY.

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS:**

**SECTION 1: WHEREAS CLAUSES:**

The foregoing "Whereas" clauses are hereby ratified and confirmed as true and correct, and are incorporated herein as if set forth in full.

**SECTION 2: CITY CODE INCORPORATED HEREIN**

Chapter 13, of the Code of Ordinances of the City of Coconut Creek, entitled "Land Development Code", Article II thereof entitled "Subdivision Regulations", Division 2 thereof, entitled "Subdivision Plat Requirements", Sections 13-169 through 13-169.15 thereof are hereby specifically incorporated into this agreement by reference. DEVELOPER hereby covenants and represents that he has read and understands the aforementioned code sections, and that he hereby agrees to be bound by all of the regulations, terms and conditions contained therein.

**SECTION 3: DEFINITIONS.**

The following definitions are in addition to those included by reference in the Code of Ordinances referred to in Section 2 hereof.

- a. Project Equivalent Residential Connections - \_\_\_\_\_  
\_\_\_\_\_ shall be limited to \_\_\_\_\_ ERUs, as the same are defined in the Code of Ordinances. These ERU's are calculated and anticipated to be used in accordance with attached Exhibit "B", Schedules of Connection.
- b. Initial Impact Fee per ERU - The initial impact fee per ERU is \$\_\_\_\_\_  
In accordance with the Code of Ordinances, said impact fee shall be adjusted by the City Engineer.
- c. Property - The land area illustrated and legally described by the attached Exhibit "A".

#### **SECTION 4: CITY MAINTENANCE AND OPERATION OF FACILITIES.**

The DEVELOPER hereby grants and gives to the CITY, its successors and assigns, the exclusive right or privilege to construct, own, maintain and operate said facilities in, under, upon, over, and across the present and future streets, roads, terraces, alleys, easements, reserve utility strips, and utility sites, and any public places as provided and dedicated to public use in recorded plats, or as provided for in agreements, dedications, or grants made otherwise and independent of said recorded plats. The DEVELOPER shall grant to the CITY easements or rights-of-ways corresponding with the installation of the proposed facilities. The grant or conveyance shall be in form satisfactory to the City Commission. The conveyances, whether or not located on the property, shall be made without cost to the CITY. The CITY reserves the right to require such easement or right-of-way to the point at which the meter is proposed to be installed or at the "point of delivery of service", being the point at which the facilities of the CITY joins with the DEVELOPER's installation.

DEVELOPER hereby agrees that the foregoing grants shall include the necessary right of ingress and egress to any part of the Property; that the foregoing grants shall be for such period of time as the CITY or its successors or assigns require such rights, privileges or easements in the construction, ownership, maintenance, operation or expansion of the water distribution and wastewater collection and transmission facilities. The CITY hereby covenants that it will use due diligence in ascertaining all easement locations; however, should the CITY install any of its facilities outside of a dedicated easement area, the DEVELOPER hereby covenants and agrees

that the CITY shall not be required to move or relocate any facilities lying outside a dedicated easement area so long as the facilities do not interfere with existing uses of the area in which the facilities have been installed. In any event, DEVELOPER agrees to provide an easement for the actual location of said facilities.

The CITY hereby agrees that all easement grants will be utilized in accordance with the established and generally accepted practices of the water and wastewater industry with respect to the installation of all its water distribution and wastewater collection and transmission facilities in any of the easement areas; and that the DEVELOPER, in granting said easements or pursuant to the terms of this WATER AND WASTEWATER AGREEMENT, shall have the right to grant nonexclusive rights, privileges and easements to other persons, firms or corporations to provide to the Property any utility services other than water or wastewater service.

**SECTION 5: CONNECTION OF FACILITIES AND COMMENCEMENT OF SERVICES BY CITY,**

Upon accomplishment of all of the prerequisites to be performed by the DEVELOPER as contained this WATER AND WASTEWATER AGREEMENT and the Code of Ordinances, the CITY hereby covenants and agrees that it will connect the water distribution and wastewater collection facilities installed by the DEVELOPER to the water distribution and wastewater collection and transmission facilities of the CITY, in accordance with the terms and intent of this WATER AND WASTEWATER AGREEMENT. Such connection shall at all times be in accordance with rules, regulations, and orders of the Florida Department of Environmental Regulation, or any other governmental agency or department which has jurisdiction thereof.

The CITY agrees that once it provides water and wastewater services to the Property, and the DEVELOPER or others have connected consumer installations to the City's water distribution and wastewater collection and transmission system, the City will continuously provide water and wastewater service to the Property in a manner to conform with all regulations of the Florida Department of Environmental Regulation and the Broward County Health and Rehabilitative Services and other governmental agencies having jurisdiction over the water distribution and wastewater collection and transmission facilities and services of the CITY. Notwithstanding anything herein to the contrary, the CITY shall not be responsible for any delays in connections, commencement of service or interruptions of service due to fires, casualties, accidents,

power failures, maintenance work, breakdowns, damage to equipment or facilities, civil or military authority, strikes, war, riot, unusual weather conditions, judgments of any court, Act of God, and any such delay in connection or commencement of service. Interruption of service shall not constitute a breach of this WATER AND WASTEWATER AGREEMENT nor impose any liability upon the CITY.

**SECTION 6: DEVELOPER OBLIGATIONS.**

DEVELOPER hereby covenants and agrees to construct and transfer ownership and control of the on-site water distribution and wastewater collection and transmission systems referred to herein to the CITY at no cost to the CITY.

It shall be DEVELOPER's obligation to furnish to the CITY accurate information with regard to matters of engineering, construction of buildings and dwellings and proposed densities. The DEVELOPER is responsible for any increase in the CITY's construction or operating costs resulting from any engineering errors or changes furnished to the CITY. Plans and specifications shall be submitted and approved for compliance with applicable CITY Ordinances.

a. Construction of Facilities by DEVELOPER. After the approval of plans and specifications, the DEVELOPER shall cause to be constructed, at the DEVELOPER's own cost and expense, the water distribution and wastewater collection and transmission facilities as shown on the approved plans and specifications, or as the same may be modified and approved from time to time. Such facilities shall include those on-site elements and the hydraulic share of the off-site elements applicable to the DEVELOPER's Property. Complete "as built" plans shall be submitted to the CITY by the DEVELOPER upon completion of construction. Construction and, inspection of the water distribution and wastewater collection and transmission facilities by the DEVELOPER, shall be in accordance with any applicable CITY Ordinances and in accordance with good engineering practices.

The DEVELOPER may also be required to construct or finance all or a portion of the off-site water distribution and wastewater collection and transmission facilities in order to provide a physical interconnection of DEVELOPER'S property with the facilities of the CITY at their present terminus. If applicable, such eventualities are detailed in Exhibit \_\_\_\_\_, entitled "Refundable Advances". (If there is no Exhibit letter in place upon execution of this document, there are no refundable advances in connection with the development contemplated in this agreement.) If the CITY requires

facilities before the DEVELOPER requires said facilities, the DEVELOPER shall pay the hydraulic share applicable to the DEVELOPER's Property, upon receipt of notice to pay from the CITY. This does not limit, in any way, the ability of the CITY to require payment through any other lawful means.

b. Transfer of Title and Ownership. By this AGREEMENT, the DEVELOPER, shall convey to the CITY, title to all water distribution and wastewater collection and transmission facilities installed by the DEVELOPER or the DEVELOPER's contractor, pursuant to the provisions of this WATER AND WASTEWATER AGREEMENT. Such conveyance shall take effect pursuant to Division 3 and 4 of Article II, Chapter 13 of the Coconut Creek Land Development Code. Included in the approval and acceptance of the system by the CITY Engineer shall be documentation demonstrating the DEVELOPER's compliance with the above-referenced sections of the Land Development Code. As further evidence of said transfer of title and upon the completion of the installation and prior to the rendering of service by the CITY, the DEVELOPER shall convey to the CITY, at the request of the CITY, by "Bill of Sale" in form satisfactory to the CITY's counsel, the complete on-site water distribution and wastewater collection and transmission facilities. The DEVELOPER shall further cause to be conveyed to the CITY all easements and rights-of-ways covering areas in which water and wastewater facilities are installed, by recordable document in form satisfactory to the CITY's counsel.

The DEVELOPER shall also convey, by Warranty Deed, any and all wastewater collection and transmission facilities. All conveyance of easements, rights-of-ways, or Warranty Deeds shall be accompanied by evidence of title, satisfactory to the CITY, establishing the DEVELOPER's right to convey such easements, rights-of-ways or Warranty Deeds and further evidencing the CITY's right to the continuous enjoyment of such easements, rights-of-way, or Warranty Deed properties to the exclusion of any other person in interest. The CITY agrees that the acceptance of the water distribution and wastewater collection and transmission facilities installed by the DEVELOPER shall constitute the assumption of responsibility by the CITY for the continuous operation and maintenance of such systems from that date forward. Mortgagees, if any, holding prior liens on such properties shall be required to release such liens, subordinate their position or join in the grant dedication of the easements, rights-of-way or Warranty Deeds, prior to acceptance of said dedication, easement, right-of-way or deed by the CITY. All water distribution or wastewater collection and transmission facilities, save

and except consumer installations, shall be covered by easements, rights-of-way or warranty deeds.

Neither the DEVELOPER, nor any person or other entity holding title to any of the Property, shall have any present or future right, title, claim or interest in and to the Fee or to any of the water distribution and wastewater collection and transmission facilities and properties of the CITY. All prohibitions applicable to the DEVELOPER, are applicable to all subsequent owners, person or entities.

The CITY shall not be required to accept title to any component part of the water distribution or wastewater collection and transmission facilities as constructed by the DEVELOPER until the CITY's engineer has approved the construction of said lines and accepted the tests to determine that such construction is in accordance with applicable provisions of the Coconut Creek Land Development Code, and final approval has been received by any other agency having jurisdiction. Said approval shall be made as required in the Coconut Creek Land Development Code and shall be evidence of the CITY'S acceptance of said lines for the CITY'S ownership, operation and maintenance.

c. Facilities Retained by Developer. Any facilities in the category of consumer installations located on the discharge side of the water meter or on the consumer's side of the point of delivery of service shall not be transferred to the CITY and shall remain the property of the DEVELOPER. Each consumer installation shall remain the maintenance responsibility of the DEVELOPER. The CITY reserves the right to refuse connection and to deny the commencement of service to any consumer seeking to be connected to portions of the water distribution and wastewater collection and transmission facilities installed by the DEVELOPER until such time as the provisions of this Paragraph have been fully met by the DEVELOPER.

d. Water and Wastewater Impact Fee. In addition to the transfer of ownership and control of the on-site water distribution and wastewater collection and transmission facilities, the DEVELOPER shall pay to the CITY the Water and Wastewater Impact Fee as defined in Section 3 (b) hereof. However, it is anticipated that the impact fee will be increased, and said increase may occur prior to or after the recordation of the plat(s) covering the property subject to this WATER AND WASTEWATER AGREEMENT, or prior to the issuance of building permits for said property. DEVELOPER hereby specifically agrees to pay the prevailing impact fee applicable to the building at the time of issuance of the building permit.

The CITY requires the payment of the Water and Wastewater Impact Fees as

described below. The payment by the DEVELOPER of such fee to the CITY shall be precedent to the rendering of water and wastewater service by the CITY. Said Water and Wastewater Impact Fee shall be utilized by the CITY to pay for the debt service charges and impact fees for securing the water and wastewater capacity from Broward County and to pay for the design and construction of other water and wastewater facilities and other backbone improvements outside the scope of the DEVELOPER's financial obligation and as payment for water and wastewater facilities on any CITY owned property as may be necessary to service DEVELOPER's area.

Payment of the Water and Wastewater Impact Fee does not and will not result in the CITY waiving any of its water and wastewater charges, rates, rules and regulations, and their enforcement shall not be affected in any manner whatsoever by the DEVELOPER paying the Fee.

i. The DEVELOPER shall be charged in total the prevailing impact fee applicable to the building(s) at the time of application for the building permit less previous county reserve charges paid at the time of engineering permit application.

ii. The Water and Wastewater Impact Fees shall be assessed against each Final Plat(s) or portion thereof, to be developed by the DEVELOPER. Thirty percent (30%) (county reserve charge) of the total water and wastewater impact fees for each Final Plat or portion thereof shall be due and payable on or by five (5) working days after DEVELOPER's request for final engineering permit approval, which includes "Application for Installation of Wastewater Collection/Transmission System" (DNRP Permit) or "Application for Construction Permit Extension to Community Water System" (HRS/BCPHU/DEP Permit) or similar agency document. The prevailing fee shall be calculated according to the provisions of Section 8 hereof.

iii. In addition, the remaining seventy percent (70%) (balance charge) of the prevailing impact fee on each individual lot, parcel, or phase shall be paid to the CITY concurrent with the DEVELOPER's or his agent's building permit application for each individual lot, parcel or phase. The CITY shall require that the balance of the Water and Wastewater Impact Fee be paid to the CITY for each phase of residential building, residential unit, or other building or structure concurrent with the first permit application for said each phase or unit(s), building(s) or structure(s). The balance of the Fee shall be calculated as the initial Water and Wastewater Impact Fee as adjusted according to the provisions of Section 8 and in effect at the time of building permit application submittal less county reserve fees paid at the time of final engineering

plat(s) which includes said building(s) or structures(s).

iv. Should the DEVELOPER enter into an agreement with Broward County to have the right to commence construction on his property prior to the recordation of the final plat, payment of one hundred percent (100%) of the total of the above Water and Wastewater Impact Fees shall be made five (5) working days after the DEVELOPER has made joint application for final engineering permits and initial building permit(s) on the property. No building permit will be issued for any lot, parcel or phase in each Final Plat portion thereof or proposed plat included in the area until said Water and Wastewater Impact Fee for said area has been paid.

#### **SECTION 7: DEVELOPER'S HYDRAULIC SHARE OF OFF-SITE FACILITIES**

It is the CITY's policy to apportion the cost of the water and wastewater facilities on a pro rata basis against the property receiving service from such main transmission lines located off-site as to the DEVELOPER's Property. Since each DEVELOPER draws from the hydraulic capacity of such lines, the CITY will require that the DEVELOPER pay his Property's hydraulic share of the cost of the off-site water distribution and wastewater collection and transmission facilities through which service is rendered to DEVELOPER's Property. Said costs shall be changed from time to time in accordance with any amendments as set forth Section 13-169.12. "Amendments to Plans and Specifications".

The CITY further declares that the Fee for the Developer's hydraulic share of off-site facilities will be applicable to the DEVELOPER's Property whether or not the water distribution and wastewater collection and transmission facilities have been previously constructed. It is the intent of this section to apportion the costs of off-site water distribution and wastewater collection and transmission facilities on a hydraulic share basis irrespective of whether such water distribution and wastewater collection and transmission facilities have been previously constructed or are proposed to be constructed. The specific fee for the DEVELOPER'S hydraulic share of the off-site facilities in connection with the development of property contemplated by this agreement shall be calculated by the DEVELOPER with the approval of the City Engineer. Said fee is due and payable prior to the issuance of engineering permits.

The DEVELOPER may also be required to advance all or a portion of the off-site water distribution and wastewater collection and transmission facilities in order to provide a physical interconnection of the DEVELOPER's Property with the facilities of

the CITY at their then present terminus. Such eventualities are covered by provisions of "Refundable Advances", Exhibit \_\_\_\_\_. (If there is no Exhibit letter in place upon execution of this agreement, there are no refundable advances in connection with the development contemplated in this agreement.) If the City requires the facilities before the DEVELOPER requires them, the DEVELOPER shall pay its hydraulic share upon receipt of notice to pay from the CITY.

It shall be warranted and represented by the CITY to the DEVELOPER that a water and wastewater system is located within the municipal boundary to which the DEVELOPER may connect at the cost provided in the WATER AND WASTEWATER AGREEMENT. Said warranty and representation is subject to the CITY contracting with Broward County for said wastewater capacity, pursuant to "Wastewater Agreement", as amended from time to time and is further subject to obtaining necessary volumes of potable water from Broward County, pursuant to "Water Agreement" as amended from time to time.

**SECTION 8: WATER AND WASTEWATER IMPACT FEE ADJUSTMENT  
FORMULA - ESCALATION PROVISIONS**

The Water and Wastewater Impact Fee as defined in Section 3 (b) hereof has been structured by the CITY with regard to the present level of construction costs of water distribution and wastewater collection and transmission facilities. The impact fee schedule may be increased from time to time to reflect increases in the construction cost of water distribution and wastewater collection and transmission facilities and related debt services and impact fees charged by Broward County. Additionally, the CITY hereby declares that the schedule of Water and Wastewater Impact Fees set forth herein shall be automatically escalated based upon increases in utility construction costs as evidenced by the quarterly construction cost index published in Engineering News Record Magazine, entitled "U.S. - 20 Cities Construction Cost Index". Regardless of the foregoing, the CITY shall automatically adjust the Water and Wastewater Impact Fees set forth herein on a quarterly basis, effective January, April, July and October of each year. The construction cost index of \_\_\_\_\_ which was used for the purposes of calculating the above Water and Wastewater Impact Fee is \_\_\_\_\_.

**SECTION 9: CITY OWNERSHIP OF FACILITIES.**

The parties hereby agree that all water distribution and wastewater collection and transmission facilities used, useful, or held for use in connection with providing water service and wastewater service to the Property, shall at all times remain in the sole, complete and exclusive ownership of the CITY, its successors or assigns. Any person or entity owning any part of the Property or any residence, building, or unit constructed or located thereon, shall not have any right, title, claim or interest in and to such facilities, or any part of them, for any purpose, except as otherwise provided in this AGREEMENT, including the furnishing of water and wastewater service to other persons or entities located within or beyond the limits of the Property.

The DEVELOPER agrees that he shall not (the words "shall not" being used in the mandatory definition) engage in the business or businesses of providing water and wastewater services to the Property without the CITY's consent during the period of time the CITY, its successors and assigns provide water or wastewater services to the Property. It is the intention of the parties hereto, that under the foregoing provision and also other provisions of this AGREEMENT, that the CITY shall have the sole and exclusive right and privilege to provide water and wastewater service to the Property and to the occupants of each residence, building or unit constructed thereon.

#### **SECTION 10: WATER AND WASTEWATER RATES AND REGULATIONS.**

The CITY, its successors or assigns, may amend, revise and enforce from time to time the rate or rate schedules as shall be reasonable. Rates charged to the DEVELOPER or consumers located upon the Property shall at all times be identical to rates charged for the same classification of service as are or may be in effect throughout the CITY's service area. However, rates charged for property serviced outside the CITY's municipal boundaries shall be 25% higher than those rates inside municipal boundaries.

The initial water and wastewater rates, including any increase or decrease thereof, and the rules and regulations established, amended, or revised and enforced by the CITY from time to time in the future, shall be binding upon the DEVELOPER, upon any person or other entity holding by, through or under the DEVELOPER and upon any user or consumer of the water service and wastewater service provided to the Property by the CITY.

The CITY also retains the right to promulgate from time to time reasonable rules

and regulations relating to the furnishing of water service and wastewater service to consumers. The rules and regulations may relate, but are not limited to, the right to discontinue the service under specified and reasonable conditions, and the type and quantity of material permitted to be discharged into the CITY's wastewater collection and transmission facilities.

**SECTION 11: PROHIBITION AGAINST SEPTIC TANKS, AND WATER WELLS.**

The DEVELOPER and the owners and occupants of the buildings on the DEVELOPER's Property are hereby prohibited from installing or maintaining any septic tanks except as permitted by the CITY for temporary purposes; and are further prohibited from installing or maintaining any water wells except as permitted by the CITY for temporary purposes, or as permitted by the CITY for irrigation purposes. An addendum to this Agreement shall be provided for specifying terms for temporary purposes if temporary purposes have been approved.

**SECTION 12: DEVELOPER'S SCHEDULE OF CONNECTIONS.**

The parties acknowledge that the CITY is not guaranteeing water and wastewater service until and unless the CITY obtains the necessary wastewater treatment and transmission capacity from Broward County pursuant to the provisions of the "Wastewater Agreement" for wastewater utility service and also obtains the necessary volumes of potable water from Broward County pursuant to the "Water Agreement" for supply of potable water. The DEVELOPER, in Exhibit "B", has given to the CITY a schedule of the dates when the water distribution and wastewater collection and transmission facilities are needed. The CITY shall then obtain water and wastewater service from Broward County according to the schedule provided by the DEVELOPER.

If the DEVELOPER requests water and wastewater service at a date earlier than indicated in Exhibit "B", the CITY is not responsible for providing said water and wastewater service. However, the CITY shall make all reasonable attempts to secure said water and wastewater service.

If the DEVELOPER does not require water and wastewater service at the time indicated on Exhibit "B", the CITY reserves the right to divert said service to other users of the water and wastewater system.

It is the DEVELOPER's responsibility to notify the CITY, in writing, of its inability to meet the schedule dates of requested water and wastewater service. At that time, the CITY may, at its discretion, amend the schedule.

**SECTION 13: AMENDMENTS TO PLANS AND SPECIFICATIONS.**

In the event the DEVELOPER, subsequent to the execution of the WATER AND WASTEWATER AGREEMENT, alters any plans and specifications of the proposed system, acquires additional Property or alters the densities of the Property, an amendment to the WATER AND WASTEWATER AGREEMENT shall be executed by the parties. Said amendment shall be negotiated and executed prior to the commencement of service to those areas altered by the DEVELOPER. Said amendment shall be recorded in the Public Records of Broward County, Florida at the expense of the DEVELOPER.

**SECTION 14: TERM OF THE AGREEMENT.**

In no event shall the term of this WATER AND WASTEWATER AGREEMENT extend beyond five (5) years from the date of execution. It is contemplated that all construction and development of the Property under the provisions of the WATER AND WASTEWATER AGREEMENT shall be completed within the five-year term. In the event the AGREEMENT terminates under this paragraph, then the AGREEMENT shall either be extended or renegotiated at the sole discretion of the CITY.

**SECTION 15: ASSIGNABILITY**

This WATER AND WASTEWATER AGREEMENT as provided herein may be assigned to any successors in interest of DEVELOPER to the property which is subject to said agreement.

**SECTION 16: RECORDING OF AGREEMENT.**

This WATER AND WASTEWATER AGREEMENT, and any amendments thereto, shall be recorded in the Public Records of Broward County, Florida, for the sole purpose of placing all owners or occupants of properties in the DEVELOPER's Property connected to or to be connected to said water distribution and wastewater collection and transmission facilities of the CITY on notice of these provisions to the same extent and with the same force and effect as if said owners and occupants had joined in the

execution of the WATER AND WASTEWATER AGREEMENT. The cost of recording said AGREEMENT, and any amendments hereto, shall be borne by the DEVELOPER. The acquisition or occupancy of any portion of the property connected to or to be connected to the said sewer system of the CITY shall be deemed conclusive evidence of the fact the said owners or occupants have consented to, become bound by and accepted the WATER AND WASTEWATER AGREEMENT. By reference the agreements between the CITY and Broward County for water and wastewater services have been made an integral part of this AGREEMENT.

**SECTION 17: TITLES TO PARAGRAPHS.**

The title of each paragraph in this AGREEMENT is for purposes of clarity and ease of reading only and not to be construed as a substantive portion of the AGREEMENT, and are not intended to be used as aids to interpretation and are not binding on the parties.

**SECTION 18: WAIVER**

A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision.

**SECTION 19: LAW TO GOVERN:**

This Agreement is entered into and is to be performed in the State of Florida. CITY and DEVELOPER agree that the law of the State of Florida shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement. For purposes of this section, venue shall be in the County of Broward, Florida.

**SECTION 20: ATTORNEYS FEES**

The Non-Prevailing Party shall be liable to the Prevailing party for all costs, expenses, attorneys' fees and damages at the trial and appellate level, up to and including the U.S. Supreme court, which may be incurred or sustained by the Prevailing party by reason of the Non-Prevailing Party's breach of any of the provisions of this Agreement, whether or not litigation is involved in any such breach.

**SECTION 21: REPRESENTATION BY COUNSEL**

All parties to this Agreement have been represented by their respective counsel. The parties hereto acknowledge having read this Agreement and discussed the terms of this Agreement with their respective counsel and City, with its elected officials, and that approval and execution of this Agreement has been made freely and voluntarily with full knowledge of its legal effect.

**SECTION 22: SEVERABILITY**

The invalidity of one or more of the phrases, sentences, clauses or Sections contained in this Agreement shall not affect the validity of the remaining portions of the Agreement so long as the material purposes of this Agreement can be determined and effectuated.

**SECTION 23: SURVIVABILITY**

All of the terms, conditions, provisions, and representations contained in this Agreement shall survive and transcend the execution and termination of this Agreement.

IN WITNESS WHEREOF, the DEVELOPER and the CITY have executed or have caused this AGREEMENT, with the named Exhibits attached, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this AGREEMENT.

IN WITNESS WHEREOF, the Developer has caused this agreement to be executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and the City has have caused this agreement to be executed in its corporate names, by its duly authorized officers and its respective seals affixed, this \_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Signed, sealed and delivered  
in the presence of:

DEVELOPER:  
Executed by:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Type/print/stamp name of witness

\_\_\_\_\_  
Type/print/stamp name of Developer

WITNESS:

WITNESS:

-

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Type/print/stamp name of witness

\_\_\_\_\_  
Type/print/stamp name of Developer

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned authority, duly authorized to take acknowledgments and administer oaths, personally appeared \_\_\_\_\_, and (Developer) who acknowledged before that he/she/they executed the foregoing Water and Wastewater Agreement. He/she/they are personally known to me or have produced \_\_\_\_\_ and \_\_\_\_\_ as identification respectively

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida

\_\_\_\_\_  
Typed/printed/stamped name of Notary

(N. P. SEAL)

My Commission number is \_\_\_\_\_

My Commission expires \_\_\_\_\_

CITY OF COCONUT CREEK, a Florida  
municipal corporation

By: \_\_\_\_\_  
David J. Rivera, City Manager

(City Seal)

Attest:

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Barbara S. Price, City Clerk

\_\_\_\_\_  
Type/print/stamp name of CITY ATTORNEY

STATE OF FLORIDA  
COUNTY OF BROWARD

On this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, before me, the undersigned authority, duly authorized to take acknowledgments and administer oaths, personally appeared DAVID J. RIVERA, as City Manager, and BARBARA S. PRICE, as City Clerk, both of the CITY OF COCONUT CREEK, a Florida municipal corporation, who acknowledged before that they executed the foregoing Water and Wastewater Agreement for and on behalf of the CITY OF COCONUT CREEK. The said DAVID J. RIVERA and BARBARA S. PRICE, are personally known to me or have produced \_\_\_\_\_ and \_\_\_\_\_, respectively, as identification.

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida

\_\_\_\_\_  
Typed/printed/stamped name of Notary

(N.P. Seal)

My Commission number is \_\_\_\_\_

My Commission expires \_\_\_\_\_

Revised 10-28-09

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