

POTABLE WATER AND WASTEWATER
SERVICE AGREEMENT

THIS AGREEMENT made and entered into on this 9th day of DECEMBER 2025, by and between

City of Pembroke Pines, a municipal corporation of the State of Florida with a business address of 601 City Center Way, Pembroke Pines, Florida 33025 (hereinafter referred to as the "CITY"), and

6903 Hancock Road Lending LLC, a Limited Liability Company with a mailing address of 701 Brickell Avenue, Floor 17, Miami, Florida 33131 (hereinafter referred to as "OWNER").

W I T N E S S E T H:

WHEREAS, CITY is the owner and operator of a water treatment plant and sewage treatment plant, together with water distribution and sewage collection facilities known as the Pembroke Pines water and sewer system; and

WHEREAS, OWNER owns and controls certain real property in Broward County, Florida, as shown and described in **Exhibit "A"** attached hereto and made a part of hereof (hereinafter referred to as the "PROPERTY"); and

WHEREAS, the PROPERTY is located within the Town of Southwest Ranches (the "TOWN") and not within the municipal boundaries of the CITY; and

WHEREAS, OWNER desires to procure water or sewage disposal service or both from CITY for the PROPERTY and has formally submitted its request for such service by delivery to CITY through its Utility Department; and

WHEREAS, Town of Southwest Ranches Resolution No. 2025-084, attached hereto as **Exhibit "B"** formally grants to the TOWN's Consent to the OWNER to receive water and sewer services from the CITY on the PROPERTY; and

WHEREAS, Section 50.1 through 50.4 of the CITY's Code of Ordinances (hereinafter referred to as "Code") authorize 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; and

WHEREAS, Section 180.19, F.S., authorizes a municipality to provide water and/or wastewater service 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 set forth in a written agreement; and

WHEREAS, the Parties desire to enter into this Agreement setting forth the mutual understandings and undertakings 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 Resolution 2025-_____, passed and adopted at a regular City Commission meeting on _____, 2025; and

NOW, THEREFORE, in consideration of the mutual covenants and undertakings of CITY and OWNER, and for other good and valuable considerations, these Parties covenant and agree with each other as follows:

PREAMBLE

The WHEREAS clauses set forth above are incorporated herein by reference and made a specific part of this Agreement.

All exhibits referenced herein are hereby incorporated into this Agreement.

ARTICLE 1 DEFINITIONS

- 1.1. Capitalized terms used and not otherwise defined herein that are defined in CITY Code §50.01, [et. seq.] shall have the meanings assigned to such terms in the CITY Code, as may be amended from time to time.
- 1.2. The term “EQUIVALENT RESIDENTIAL CONNECTION,” referred to in this Agreement as ERC, is defined for nonresidential / commercial customers in Chapter 50 of the CITY’s Code and as may be amended from time to time.
- 1.3. The term “CITY COMMISSION” shall refer to the Pembroke Pines City Commission.

ARTICLE 2 PROVISION OF WATER AND SEWER SERVICES

2.1 **Agreement to Provide Potable Water and Sewer Services**: Subject to obtaining all required approvals from applicable governmental authorities, CITY agrees to provide potable water and sewer services to the PROPERTY, as and when needed for consumption purposes only, in accordance with the terms and provisions of this Agreement and rules, regulations, and orders of any governmental authority having jurisdiction thereof.

2.2 Notwithstanding the obligations more particularly described in Resolution #2025-_____, attached hereto as **Exhibit “C”**, the CITY agrees to provide, and OWNER agrees to receive from the CITY, potable water and sanitary sewer services for the PROPERTY, subject to the conditions and limitations set forth in this Agreement and as approved by the CITY COMMISSION.

ARTICLE 3 TERMINATION

3.2 **Termination for Cause**. Both Parties agree and acknowledge that the provision of potable water and sewer service to the PROPERTY is vital and beneficial to OWNER, thus,

termination will not be entered into lightly and the Parties agree to make every effort to promptly notify the other of their intent regarding this service such that time shall be of the essence.

In addition to and notwithstanding any other provisions of this Agreement, the CITY may terminate this Agreement for cause, including for non-payment and failure to comply with the requirements of this Agreement upon providing one hundred eighty (180) days written notice to OWNER, provided however, that where compliance is not feasibly possible in one hundred eighty (180) days which shall be determined in the CITY's sole reasonable discretion, the CITY will not terminate the Agreement if OWNER has within said period undertaken sufficient steps to come into compliance within a reasonable time. The CITY may apply OWNER's security deposit to any outstanding amount due and OWNER shall not receive any further refund of the fees, costs, and expenses already paid to CITY pursuant to the terms of this Agreement.

ARTICLE 4

OBLIGATIONS RELATING TO POTABLE WATER SERVICES

4.1 **Water Connection Charge.** The CITY agrees to provide, and OWNER agrees to receive from the CITY, potable water services for the PROPERTY, subject to the conditions and limitations set forth herein; provided, however, that such services shall only be provided to OWNER after payment of the one-time Water Connection Charge as required by CITY Code §50.32, as may be amended from time to time.

4.1.1 For the purpose of this Agreement, an **Equivalent Residential Connection ("ERC")** is measured at three hundred (300) gallons per day, in accordance with CITY Code of Ordinances §50.01.

4.1.2 **Water Connection Charge.** Notwithstanding the obligations more particularly described in Resolution 2025-____, attached hereto as **Exhibit "C"**, OWNER agrees to pay CITY a Water Connection Charge in an amount equal to the charge in effect at the time that OWNER pays the Connection Charge, which Connection shall be paid to the City prior to OWNER's Receipt of an engineering permit for the water and wastewater improvements.

By way of example, the charge in effect at the time of this Agreement is calculated as follows:

$$1 \text{ ERC} \times \$3,593.65/\text{ERC} = \$3,593.65$$

4.2 **Minimum Monthly Water Service Charge.** The monthly water service charge shall be based on CITY Code §50.34 in effect at the time of execution of the Agreement plus a twenty-five percent (25%) surcharge for accounts outside the CITY limits (the "Surcharge") pursuant to §180.191, F.S., as may be amended from time to time. In no event shall the Surcharge be less than twenty-five percent (25%) during the term of this Agreement.

4.3 **Water Construction Charge.** See Section 6.4 of this Agreement herein below (if applicable).

4.4 **Water Meter Charge.** In accordance with §50.32 of the CITY Code, as may be amended from time to time, OWNER shall be responsible for purchasing a water meter for use at the

PROPERTY and all related fees, costs, and expenses associated with such purchase, OWNER shall design the meter location in accordance with the CITY's requirements and CITY shall install the meter following OWNER'S satisfactory completed service application in conjunction with completion of an engineering permit application.

4.5 **Water Security Deposit.** Pursuant to CITY Code §50.33 and §50.08(B), as may be amended from time to time, OWNER shall be responsible for all fees, costs, and expenses associated with the Water Security Deposit described herein below, which shall be paid by OWNER prior to issuance of a Certificate of Occupancy by TOWN for the use of the PROPERTY.

4.5.1 **Security Deposit.** OWNER agrees to pay the CITY a Water Security Deposit as determined by the CITY based on the size of meter(s) that OWNER shall install on the PROPERTY and in accordance with CITY Code §50.33 and §50.08(B). OWNER shall provide written confirmation to CITY of the size of the meter(s) to be installed on the PROPERTY through the building permit approval process. At the time of building permit, CITY shall determine the Security Deposit amount based on the most current Customer Service Fee Schedule and provide the Security Deposit amount to OWNER in writing. OWNER agrees to remit the Security Deposit to CITY within thirty (30) days of receipt of confirmation from CITY.

4.6 In consideration of CITY's agreement to provide potable water service to the PROPERTY, OWNER further agrees to the following:

4.6.1 In the event of a water shortage as declared by the CITY or the South Florida Water Management District, regardless of the permitted use of the PROPERTY, it shall be unlawful for OWNER to fail to comply with the curtailments or restrictions promulgated by the CITY or District.

4.6.2 Nothing contained in this Agreement shall be construed as a guarantee, expressed or implied, that the CITY shall provide any specific pressure of water to OWNER.

ARTICLE 5

OBLIGATIONS RELATING TO WASTEWATER SERVICES

5.2 **Sewer Connection Charge.** The CITY agrees to provide, and OWNER agrees to receive from the CITY, wastewater services, subject to the conditions and limitations set forth herein; provided, however, that such services shall only be provided after payment of the one-time Sewer Connection Charge for OWNER 's proposed use pursuant to the CITY Code §50.52, as may be amended from time to time.

5.2.1 **Sewer Connection Charge.** OWNER agrees to pay the CITY for the Sewer Connection Charge in an amount equal to the charge in effect at the time that OWNER pays the connection charge to the City prior to Customer's issuance of a Certificate of Occupancy.

By way of example, the charge in effect at the time of this Agreement is calculated as follows:

$$1 \text{ ERC} \times \$4,287.18/\text{ERC} = \$4,287.18$$

5.3 **Monthly Sewer Service Charge.** Pursuant to CITY Code §50.54, in effect at the time of execution of the Agreement, the monthly sewer service charge shall be based on the rate structure in effect plus a twenty-five percent (25%) surcharge for accounts outside the CITY limits pursuant to §180.191, F.S., as may be amended from time to time.

ARTICLE 6

OBLIGATIONS RELATIVE TO BOTH WATER AND WASTEWATER SERVICES

6.1 **Consumer Price Index.** Pursuant to CITY Code §§50.34 and 50.54, as may be amended from time to time, OWNER shall be responsible for all fees, costs, and expenses associated with Monthly Water and Sewer Service Charges billed pursuant to the rate structure described herein and more particularly described in CITY Ordinance 1852, as may be amended from time to time. The negotiated rates for services may be adjusted in October of each year no more than an amount equal to the increase in the “Consumer Price Index” or “CPI”, for *Consumer Price Index – All Urban Consumers for the area of Miami-Fort Lauderdale-West Palm Beach* designated for the month of October for the current year, in no event shall the increase be greater than three percent (3%) for each year subsequent to the initial term. The monthly service charges described herein shall be subject to an annual CPI increase for each year of any renewal term.

6.2 The negotiated fees, costs, and expenses described in this Agreement are subject to change based on any subsequent official action by the CITY COMMISSION regarding the rates and fees set forth and more particularly described in Chapter 50 of the CITY Code, as may be amended from time to time.

6.3 **Extension & Modification of Existing Facilities.** OWNER shall be responsible for all fees, costs, and expenses, including study, design, and engineering costs, associated with any new construction, necessary modifications, and any extensions to CITY’s existing water and wastewater facilities and related equipment, as may be required to accommodate OWNER’s use of CITY’s services on the PROPERTY. As required by CITY Code §50.03 and as may be amended from time to time, the Parties shall enter into a Developer’s Agreement in order to accomplish any new construction, modifications, and extensions to CITY’s water and wastewater system which may be determined necessary to accommodate OWNER’s use of CITY’s services in the CITY’s sole discretion.

6.4 The CITY shall not be liable or responsible for maintenance or operation of any pipes, pipelines, valves, fixtures or equipment at the PROPERTY, downstream from the water meter and upstream of the sewer lateral connection to the CITY’s main sewer line. OWNER shall keep all water pipes, service lines, connections and necessary fixtures and equipment at the PROPERTY in good working order and condition.

6.5 CITY shall maintain and keep all water pipes, service lines, connections and necessary fixtures and equipment belonging to the City in good working order and condition.

6.6 **Easements:** By these presents, OWNER hereby gives and grants to CITY, at no cost to CITY, permanent and exclusive easement rights as required by the CITY for the installation, maintenance, and operation of the potable water and wastewater facilities required under this Agreement. Prior to CITY rendering services under this Agreement, OWNER shall convey said easements to CITY in substantially the form attached hereto as **Exhibit “D”** and made a part hereof, and shall cover right-of way and areas identified by CITY as necessary in order to best serve the

PROPERTY, including rights of ingress and egress.

6.7 **Application for Service:** Consumer Installations: OWNER shall not have the right to and shall not connect any consumer installation to the facilities of the CITY until formal written application has been made to CITY in accordance with the then-effective rules and regulations of the CITY and approval of such connection has been granted by CITY.

6.8 **Exclusive Right to Provide Service:** OWNER, as a further and essential consideration of this Agreement, agrees that OWNER, or any successors and assigns of OWNER, shall not engage in the business or businesses of providing potable water services to the PROPERTY, during the period of time CITY, its successors and assigns, provide potable water to the PROPERTY, it being the intention of the Parties hereto that under the foregoing provisions and also other provisions of this Agreement, CITY shall have the sole and exclusive right and privilege to provide potable water to the PROPERTY and to the occupants thereon.

ARTICLE 7

HOLD HARMLESS AND INDEMNIFICATION

7.1 To the extent provided by law, OWNER shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from third-party liability or claims, including reasonable attorneys' fees and costs of defense, which the CITY may incur as a result of non-performance or OWNER's breach of the terms and conditions of this Agreement to the extent such liability or claims do not arise from the CITY's negligence or wrongful act or omission. OWNER shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon.

7.2 The Parties acknowledge and agree that the CITY shall have no liability in the event there is a reduction, impairment, or termination in water service to be provided under this Agreement due to any prohibitions, restrictions, limitations, or requirements by the CITY Commission or by local, regional, state, or federal agencies or other agencies having jurisdiction over such matters. Also, the CITY shall have no liability in the event there is a reduction, impairment, or termination of water service due to acts of God, accidents, strikes, boycotts, blackouts, pandemic, epidemic, fire, earthquakes, other causalities, or other circumstances beyond the CITY's reasonable control.

7.3 Upon completion of all services, obligations, and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

7.4 The CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all reasonable costs and fees associated therewith shall be the responsibility of OWNER.

7.5 Nothing contained herein is intended nor shall be construed to waive the CITY's rights and immunities under the common law or §768.28, Florida Statutes, as may be amended from time to time.

ARTICLE 8
PERFORMANCE DURING DISPUTE AND DEFAULT

8.1 In the event of breach of this Agreement by OWNER, CITY agrees that it will not immediately discontinue water and wastewater service for the PROPERTY, provided that all payments for service and conditions precedent required hereunder are satisfied by OWNER. In the event OWNER disputes amounts payable for service pursuant to this Agreement, OWNER shall continue to make such payments, but may make such payments under protest.

8.2 Any dispute regarding the application or enforcement of this Agreement will be first communicated jointly to the CITY Utility Director and CITY Manager. These individuals shall meet with OWNER in an attempt to resolve any dispute prior to any further enforcement action. The CITY reserves the right to recover any ascertainable actual damages incurred as a result of the failure of OWNER to perform in accordance with the requirements of this Agreement and any attorney fees incurred related to any claim or cause of action arising out of the failure of OWNER to perform in accordance with the requirements of this Agreement.

8.3 **Default of Agreement by OWNER.** The occurrence of any one or more of the events described herein below shall constitute a default and breach of this Agreement by OWNER for which the CITY may terminate this Agreement for cause upon providing notice as described below. In the event of OWNER's default, CITY shall be paid for services rendered until the termination date. The CITY shall not be responsible for reimbursement of any fees, costs, and expenses incurred by OWNER prior to any termination to this section. Upon termination of this Agreement for any reason, any capacity of water mentioned herein or allocated to the PROPERTY shall revert to the CITY and the CITY, in its sole and absolute discretion, shall have the right to use said capacity as it deems appropriate.

8.3.1 The abandonment, unnecessary delay, refusal of, or failure to comply with any of the terms of this Agreement, or neglect or refusal to comply with the instructions of the CITY's Utility Director relative thereto, where such failure shall continue for a period of 180 (180) days and after written notice thereof by the CITY is provided to OWNER; provided, however, that if the nature of OWNER's default is such that more than one hundred eighty (180) days are reasonably required for its cure, then OWNER shall not be deemed to be in default if OWNER commences such cure within said one hundred eighty (180) day period and thereafter diligently prosecutes such cure to completion.

8.3.2 The assignment and/or transfer of this Agreement and any of the rights described herein or execution or attachment thereon by OWNER or any other party in a manner not expressly permitted hereunder in Article 9 below.

8.3.3 If OWNER is adjudicated bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the date and at the time the bankruptcy petition is filed.

ARTICLE 9
Transferability; Assignment

9.1 This Agreement, and any interests herein, shall not be assigned, transferred, sold or otherwise encumbered under any circumstances, by OWNER without first obtaining the prior written

consent of the CITY and approval from the CITY COMMISSION, whose consent and approval shall not be unreasonably withheld,.

9.2 Any change of ownership of the PROPERTY or any transfer of OWNER's present rights and interests in the PROPERTY without the written consent of the CITY and approval from the CITY Commission shall constitute a breach of this Agreement and may result in a termination for Cause by CITY pursuant to Section 3.2 of this Agreement.

9.3 OWNER shall have the duty to disclose to any interested purchaser that the rights and obligations provided for herein are non-transferrable and non-assignable.

9.4 None of the obligations provided for herein shall be binding on behalf of the CITY with respect to any service to be provided or quantities of water to be allocated for any third-party not named hereunder, including a successor in interest to and subsequent owner of OWNER or that of the PROPERTY. Said third-party shall be obligated to enter into a separate agreement with the CITY to receive any right to service or reserve any quantity of water referred to herein, which shall be subject to approval of the separate written agreement by CITY COMMISSION. The CITY reserves the right to decline to enter into any separate agreement with a subsequent purchaser or third-party with respect to the service and reservation of water provided for herein.

ARTICLE 10

FURTHER MUTUAL COVENANTS AND COMMITMENTS

10.1. **Wells Prohibited Except for Irrigation.** During the term of this Agreement, OWNER, its successors and assigns, and the owners and occupants of buildings on PROPERTY shall not install or maintain any water wells except for irrigation purposes. Further, in accordance with CITY Code, Section 50.35, the use of CITY potable water for any type of irrigation, excepting hand watering, is prohibited. These wells shall not be connected to any potable water system.

10.2. **Promulgation of Reasonable Rules of Services.** CITY shall have the right to promulgate, from time to time, rules and regulations relating to the furnishing of water distribution service and sewage collection service to 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 the terms of this Agreement. OWNER hereby acknowledges and agrees that rates approved by the CITY COMMISSION are subject to change at any time by CITY. 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 50 of the CITY's Code, as may be amended from time to time.

10.3. **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.

10.4. **System on Consumer's Property to be Kept in Good Working Condition.** OWNER shall keep and maintain all water pipes, service lines, connections and necessary fixtures and equipment on the PROPERTY in good order and condition. The sale of water by CITY to OWNER shall occur at OWNER'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.

10.5. **Disclaimer.** Any temporary cessations or interruptions of the furnishings of water and sewer service to the PROPERTY described herein, irrespective of duration, at any time caused by an Act of God, fires, strikes, casualties, accidents, power failures, necessary maintenance work, breakdowns, damage to equipment or mains, civil or military authority, riots or other cause beyond the control of CITY shall not constitute a breach of the provisions contained herein nor impose any liability upon CITY by OWNER, OWNERS's successors and assigns.

10.6. **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 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 PROPERTY connected to or to be connected to said water and sewer system of CITY shall be deemed conclusive evidence of the fact that the said owners or occupants have consented to and accepted the Agreement herein contained and have become bound thereby.

10.7. **Additional Covenants.** The CITY's provision of water and/or wastewater service to the PROPERTY shall be pursuant to this Agreement and shall not constitute a utility "service area" within the Town of Southwest Ranches.

If during the term of this Agreement OWNER shall request, or Town shall modify, change, or alter the current Land Use and Zoning for any of the parcels identified within **Exhibit "A"**, then in that event, and under the provisions of Ch. 50 of the CITY Code expressly prohibiting noxious uses, the CITY reserves unto itself, and on behalf of the citizens and residents of the CITY, the right to implement the terms, conditions and provisions of Ordinance No. 2009 (CITY Code §§50.10(B)), adopted by the Mayor and City Commission on September 20, 2023, which if such action occurs shall be deemed a material breach of this Agreement.

10.8 During the term of the Agreement, the CITY shall not be obligated to provide more than an average monthly total volume of water not to exceed Seven Hundred Fifty (750) gallons of water per day to the PROPERTY unless the Parties enter into an amendment to this Agreement with equal dignity herewith, and also subject to adequate capacity as may be reasonably determined by the CITY's engineer and CITY's Administration.

10.9. During the term of this Agreement, OWNER shall not permit the PROPERTY to be used for a jail facility, immigration center, or detention facility. Further OWNER shall not permit the PROPERTY to be used or transformed into an incinerator or for incinerator ancillary uses as provided by the language contained in those certain Declarations of Restrictive Covenants respectively recorded on April 29, 2024 in instrument number 119545107 and on May 6, 2024 on instrument number 119558180.

ARTICLE 11 **MISCELLANEOUS**

11.1 **Force Majeure.** A "Force Majeure" event is defined as any event arising from causes beyond the reasonable control of each Party, including but not limited to fire, flood, acts of God, terrorism, war, epidemic, natural disaster, tornado, hurricane, civil strikes or labor disputes, riots,

system failure, broken pipes, or other actions causing an inability to serve beyond the reasonable control of each Party. It shall not be considered an event of default hereunder and neither Party shall be responsible for an inability to perform or any delays, damages, costs, expenses, liabilities or other consequences that may arise as a result of Force Majeure event if notice is provided in writing to the other party explaining the circumstances within ten (10) days of the Force Majeure event.

11.2 **Compliance with Laws.** The Parties agree that this Agreement is subject to all applicable CITY, local, federal and State statutes, regulations, and laws as may be applicable, and OWNER shall cooperate, to the extent necessary and appropriate, in obtaining any necessary permits, certifications, or the like and in compliance with the same. It shall be OWNER's responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, city, state, and federal agencies as applicable.

11.3 **Waiver.** The Parties may waive any provision in this Agreement only by a writing of equal dignity herewith executed by the Party or Parties against whom the waiver is sought to be enforced. No failure or delay (i) in exercising any right or remedy, or (ii) in requiring the satisfaction of any condition, under this Agreement, and no act, omission or course of dealing between the parties, operates as a waiver or estoppel of any right, remedy or condition. A waiver made in writing on one occasion is effective only in that instance and only for the purpose stated. A waiver once given is not to be construed as a waiver on any future occasion or against any other person.

11.4 **Governing Law and Venue.** The Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to this Agreement shall be in Broward County, Florida.

11.5 **Legal Representation.** It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement, and accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both Parties.

11.6 **Access to Records.** OWNER shall keep all books, documents, and accounting records pertaining to any fees, costs, and expenses paid by OWNER pursuant to this Agreement. Such books and records shall be made available at all reasonable times for examination and audit by the CITY and shall be kept for a period of ten (10) years after termination of this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by the CITY of any fees or expenses based upon such entries unless said incomplete or incorrect entries are revised and properly documented in the books or records.

11.7 **Modification of Terms.** It is further agreed that no modification, amendment, or alteration in the terms or conditions set forth herein shall be effective unless contained in a written amendment executed with the same formality and of equal dignity herewith after gaining CITY COMMISSION approval.

11.8 **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, OWNER and CITY designate the following as the respective places for giving of notice:

CITY: Charles F. Dodge, City Manager
City of Pembroke Pines
601 City Center Way
Pembroke Pines, Florida 33025
Telephone No. (954) 450-1040

Copy To: Samuel S. Goren, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4500
Facsimile No. (954) 771-4923

OWNER : 6903 Hancock Road Lending LLC
James Haarsma
6903 Hancock Road
Southwest Ranches, Florida 33330
Telephone No. (262) 412-5000
james@acestamping.com

11.9 **Binding Effect.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

11.10 **Headings.** Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

11.11 **Exhibits.** Each exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

11.12 **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

11.13 **Extent of Agreement.** This Agreement represents the entire and integrated agreement between the CITY and OWNER and supersedes all prior negotiations, representations or agreements, either written or oral.

11.14 **Attorney's Fees.** In the event that either Party brings suit for enforcement of this Agreement, each Party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth above.

11.15 **Protection of City Property.** At all times during the performance of this Agreement, OWNER shall protect CITY's property from all damage whatsoever on account of the work being carried on under this Agreement.

11.16 **Further Assurance.** The Parties shall execute and deliver such further instruments and do further acts and things as may be required to carry out the intent and purposes of this Agreement as may be reasonably requested by either party.

11.17 **No Partnership.** It is not the purpose or the intention of this Agreement to create, and this Agreement shall not be construed as creating, a joint venture, partnership, or other relationship whereby either Party would be liable for the omissions, commissions, or performance of the other Party.

11.18 **Counterparts and Execution.** This Agreement may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

ARTICLE 12 **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” – Town Resolution 2025-084

EXHIBIT “C” – City Resolution 2025-R-48

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the day and year indicated below:

CITY OF PEMBROKE PINES:

ATTEST:

BY: _____

MAYOR ANGELO CASTILLO

DATE: _____

CITY CLERK

Approved as to legal form:

BY: _____

CITY MANAGER

DATE: _____

CITY ATTORNEY

BY:

TITLE: Owner

DATE: 12-09-25

CITY CLERK

CITY ATTORNEY

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 09 day of 12, 2025, by James Haarsma (individual/ or business entity name), on behalf of OWNER of Southwest Ranches as owner for said PROPERTY. He/she is personally known to me or has produced _____ as identification.

20 25 WITNESS my hand and official seal, this 09 day of December

10/05/27

NOTARY PUBLIC STATE OF FLORIDA

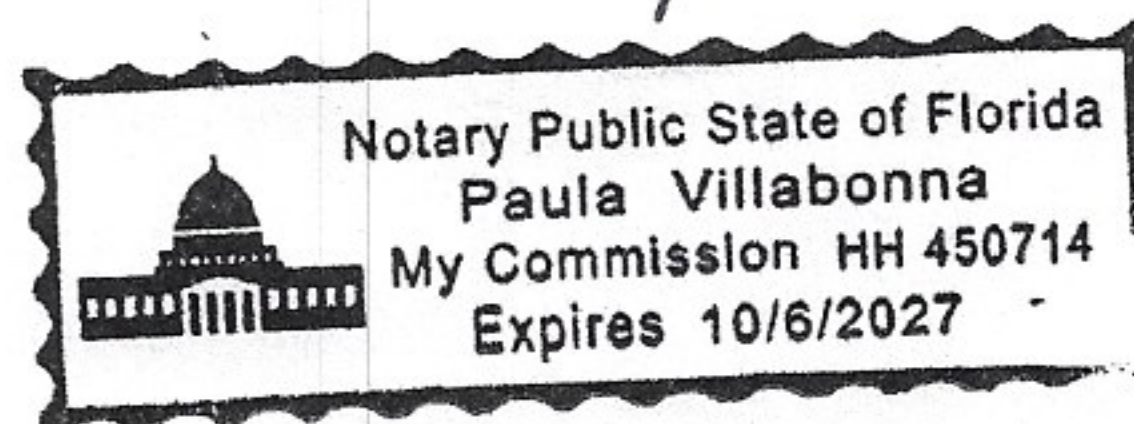


EXHIBIT "A"

(Legal Description of Property)

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THE WEST ½ OF THE NORTH ½ OF TRACT 47 IN SECTION 3, TOWNSHIP 51 SOUTH, RANGE 40 EAST, OF THE EVERGLADES SUGAR AND LAND CO. SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 39, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; LANDS LYING AND BEING SITUATE IN BROWARD COUTY, FLORIDA

EXHIBIT “B”

(TOWN COUNCIL RESOLUTION)

EXHIBIT "C"

(City Commission Agenda Item)

EXHIBIT "D"
(Easement)

THIS INDENTURE made this _____ day of _____, 2025, between (NAME), (ADDRESS), as party of the first part, and the City of Pembroke Pines, Florida, a municipal corporation existing under the laws of the State of Florida, as a party of the second part.

WITNESSETH

WHEREAS, the party of the first part is the owner or property situated in Broward County, Florida, as described in Exhibit "A" attached hereto and made a part of hereof by this reference; and

WHEREAS, the party of the second part desires an easement for water and drainage across said property; and

WHEREAS, the party of the first part is willing to grant such easement.

NOW, THEREFORE, in consideration of the mutual covenants each to the other running and Ten Dollars (\$10.00) and other good and valuable considerations, the party of the first part does hereby grant unto the party of the second part, its successors and assigns, full and free right and authority to construct, maintain, repair, install, and rebuild water and drainage facilities on the property and does hereby grant a nonexclusive perpetual easement on, over, and across the above-described property for said purposes.

This Easement and all conditions and covenants set forth herein are intended to be and shall be construed as covenants running with the land, binding upon and inuring to the benefit of the party of the first part or party of the second part, as the case may be, and their respective heirs, successors and assigns, including, without limitation, all subsequent owners and/or tenants of the Property and all persons claiming by, through and under them.

IN WITNESS WHEREOF, the first party has caused these presents to be duly executed in its name thereunto, the day and year first above written.

Signed, sealed, and delivered
in the presence of

Alejandro G. G. G.
WITNESS

By: ALEJANDRA GONZALEZ

By: _____

WITNESS

STATE OF FLORIDA)

) ss:

COUNTY OF BROWARD)

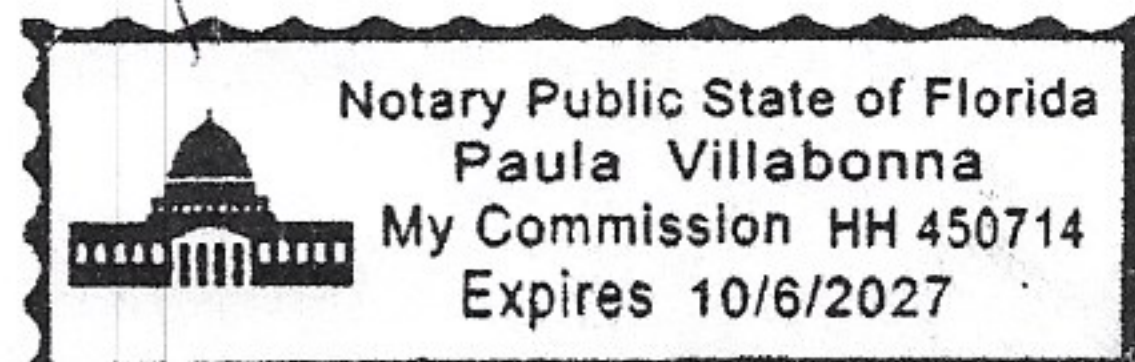
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Alejandra Gonzalez and _____, _____ personally known to me or _____ presented _____ as identification as first party in the foregoing Easement and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily.

WITNESS my hand and official seal in the County and State last aforesaid this 09 day of Dec., 2025.

Paula Villabonna
Notary Public of the State of Florida

My commission expires:

10/06/27.



AFFIDAVIT OF COMPLIANCE WITH HUMAN TRAFFICKING LAWS

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

1. The Affiant is an officer or representative of the Entity entering into an agreement with the City of Pembroke Pines.
2. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".
3. The Affiant is authorized to execute this Affidavit on behalf of the Entity.
4. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.
5. Pursuant to Sec. 92.525(2), Fla. Stat., under penalties of perjury, I declare that I have read the foregoing affidavit of compliance with Anti-Human Trafficking Laws and that the facts stated in it are true.

FURTHER AFFIANT SAYETH NAUGHT.

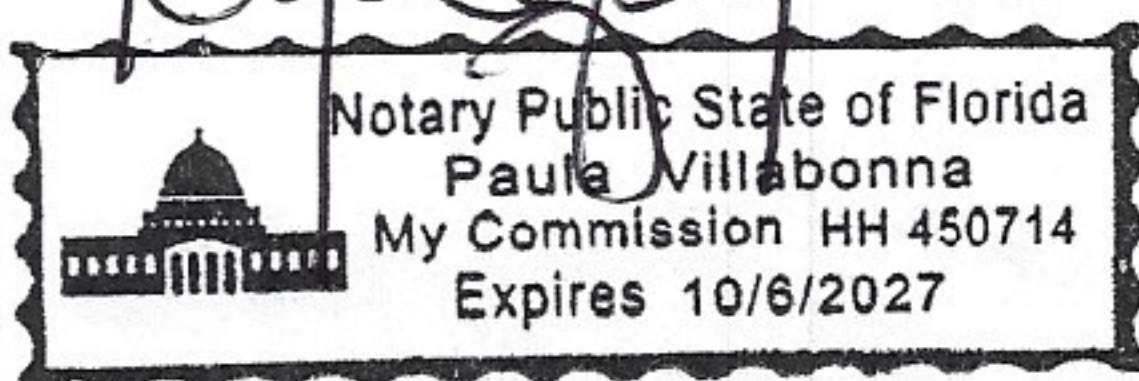
6903 Hancock Road Lending LLC

BY: _____

NAME: _____

TITLE: _____

DATE: _____



12/09/25.