

**POTABLE WATER AND WASTEWATER**  
**SERVICE AGREEMENT**

THIS AGREEMENT made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2026, 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

**Bergeron SW Ranches US 27, LLC**, a Foreign Limited Liability Company authorized to do business in the state of Florida with a business address of 19612 SW 69 Place, Fort Lauderdale, Florida 33332, and **Bergeron US 27, LLC**, a Florida Limited Liability Company with a business address of 19612 SW 69 Place, Fort Lauderdale, Florida 33332. Bergeron SW Ranches US 27, LLC and Bergeron US 27, LLC shall hereinafter be collectively referred to as “BERGERON.” CITY and BERGERON may hereinafter be collectively referred to as the “Parties”.

**WITNESSETH:**

**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**, BERGERON 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 [**to be provided by property owner**] (hereinafter referred to collectively and individually as “PROPERTY”); and

**WHEREAS**, the PROPERTY is located within the Town of Southwest Ranches and not within the municipal boundaries of the CITY; and

**WHEREAS**, BERGERON 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 of that certain letter dated August 14, 2024, entitled “Intention to Connect to a City Utility” and attached hereto as **Exhibit “B”**; 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 2026-\_\_\_\_\_, passed and adopted at a regular City Commission meeting on \_\_\_\_\_, 2026, attached hereto as **Exhibit “C”**; and

**WHEREAS**, the Town of Southwest Ranches, where the PROPERTY is located, has amended its Future Land Use Element through its adoption of Ordinance No. 2024-010 to require that all lands within the Town designated US Highway 27 Business shall be connected to, or be the subject of a binding agreement providing for the connection to a municipal water and sewer system prior to the issuance of any permit for the construction of any building or roofed structure.

**NOW, THEREFORE**, in consideration of the mutual covenants and undertakings of CITY and BERGERON, as the owner of the PROPERTY, 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 “TOWN” shall refer to the Town of Southwest Ranches, where the PROPERTY is located.
- 1.3. 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.
- 1.4. The term “PROPERTY” refers to all real property described in **Exhibit “A”** attached hereto and incorporated into this Agreement.
- 1.5. The term “CITY COMMISSION” shall refer to the Pembroke Pines City Commission.

**ARTICLE 2**  
**SCOPE OF DEMAND**

2.1 **Water Consumption.** Beginning on the \_\_\_\_ day of \_\_\_\_\_, 2026, the CITY agrees to make available to BERGERON an **average** monthly total volume of water not to exceed Twenty-Three Thousand, Six Hundred Twenty-Eight (23,628) **gallons per day** at the PROPERTY, excluding any volume of water specifically provided to separate fire service connections on the PROPERTY (the “Monthly Water Consumption”), provided that all obligations provided herein belonging to BERGERON, whether monetary or otherwise, have been paid in-full and satisfied.

2.2 **Sewer Discharge.** BERGERON agrees that the wastewater discharged at the PROPERTY shall not exceed an average monthly total volume of Twenty-Three Thousand, Six Hundred Twenty-Eight (23,628) gallons per day (the “Monthly Flow Demand”).

2.3 In the event that BERGERON exceeds the Monthly Water Consumption or Monthly Flow Demand (“Excess”), CITY shall notify BERGERON in writing specifying the Excess. If the CITY confirms that additional capacity is available, BERGERON may request to amend this Agreement to increase the average monthly total Water Consumption and/or the average monthly total Flow Demand and revise the thresholds estimated in **Exhibit “D”** accordingly. If the CITY confirms that additional capacity is not available, CITY shall provide BERGERON an opportunity to cure the Excess within one hundred and eighty (180) days before being subject to penalties (hereinafter referred to as the “Cure Period”). Notwithstanding anything to the contrary contained herein and if BERGERON fails to cure the Excess within the Cure Period, BERGERON shall be subject to penalties for water use in excess of the water quantity schedule estimated herein above, including the forfeiture of all or a portion of BERGERON’s security deposit and the imposition of additional fees, costs, and expenses incurred solely as the result of the Excess and failure to cure within the Cure Period.

2.4 Notwithstanding the obligation for the CITY to provide water to BERGERON, which shall meet minimum regulatory standards imposed upon the CITY by applicable Federal, State or County rules, regulations and policies, no further guarantee is expressed or implied as to the total quality of water and wastewater services that may be provided by the CITY to BERGERON pursuant to the terms of this Agreement. Notwithstanding anything to the contrary herein, it is agreed that the CITY shall have no liability in the event there is a reduction, impairment, or termination in service to be provided to the PROPERTY pursuant to this Agreement due to any prohibitions, restrictions, limitations, or requirements of the CITY COMMISSION, or local, regional, State or Federal agencies having jurisdiction over such matters.

2.5 Notwithstanding the obligations more particularly described in Resolution #2026-\_\_\_\_\_, attached hereto as **Exhibit “C”**, the CITY agrees to provide, and BERGERON 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**  
**TERM & TERMINATION**

3.1 **Term of Agreement.** Unless sooner terminated by mutual agreement or as set forth herein, the term of this Agreement shall be for an initial term of **twenty-five (25) years** from the date of execution of this Agreement. This Agreement shall be renewed for **five (5) additional five (5)**

**year terms** subject to a written notice of renewal issued by the City, which renewal shall be approved by the City Manager provided that BERGERON has not engaged in willful, chronic, or ongoing breaches of this Agreement.

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 BERGERON; thus, termination of this Agreement will not be entered into lightly, and only be employed by CITY as a remedy of last resort or upon BERGERON engaging in willful, chronic, or ongoing breaches of this Agreement. The Parties agree to make every effort to promptly notify the other of their intent, 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 and eighty (180) days written notice to BERGERON specifying the nature of such failure, and BERGERON has been afforded the full opportunity to cure such failure; provided however, that where compliance is not feasibly possible in one hundred and eighty (180) days which shall be determined in the CITY's sole reasonable discretion, the CITY will not terminate the Agreement if BERGERON has within said period undertaken sufficient steps to come into compliance within a reasonable time. The CITY may apply BERGERON's security deposit to any outstanding amount due and BERGERON 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 BERGERON 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 BERGERON 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 §50.01.

4.1.2 **Water Connection Charge.** Notwithstanding the obligations more particularly described in Resolution 2026-\_\_\_, attached hereto as **Exhibit "C"**, BERGERON agrees to pay CITY a Water Connection Charge in an amount equal to the charge in effect at the time that BERGERON pays the Connection Charge, which Connection Charge shall be paid to CITY prior to BERGERON's receipt of a Certificate of Occupancy = as may be further described in **Exhibit "D"**, and prior to Town's issuance of each Certificate of Occupancy as phases of development occur on the PROPERTY.

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

$$23,628 \text{ gallons per day} \times 1 \text{ ERC} / 300 \text{ gallons per day} = 78.76 \text{ ERC's}$$

$$78.76 \text{ ERC's} \times \$3,593.65/\text{ERC} = \$283,035.87$$

4.2 **Minimum Monthly Water Service Charge.** Pursuant to CITY Code §50.34 in effect at the time of execution of the Agreement, the monthly water service charge shall be based on the size of the water meter(s) that BERGERON shall install on the PROPERTY 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, but in any event the Surcharge shall remain twenty-five percent (25%) during the term of this Agreement.

Due to the fact that all development on the PROPERTY is new construction, which requires site plan and building permit approval by the Town for each phase of the Project, BERGERON shall provide written confirmation to CITY of the size of the water meter(s) to be installed on the PROPERTY through the building permit approval process. At the time of building permit, CITY shall determine the amount of the Minimum Monthly Water Service Charge and provide the Minimum Monthly Service Charge to BERGERON in writing. BERGERON agrees to remit the Minimum Monthly Service Charge to CITY within thirty (30) days of receipt of monthly water service invoice from CITY.

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

4.4 **Water Tapping Charge.** The Water Tapping Charge as described in CITY Code §50.32, as may be amended from time to time, is not applicable to the PROPERTY.

4.5 **Water Meter Charge.** BERGERON's water meter charge is hereby waived. In accordance with §50.32 of the CITY Code, as may be amended from time to time, BERGERON shall be responsible for purchasing a water meter approved by the City for use at the PROPERTY and all related fees, costs, and expenses associated with such purchase, BERGERON shall design the meter in accordance with the CITY's requirements.

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

4.6.1 **Security Deposit.** BERGERON agrees to pay the CITY a Water Security Deposit as determined by the CITY based on the size of meter(s) that BERGERON shall install on the PROPERTY and in accordance with CITY Code §50.33 and §50.08(B). BERGERON 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 BERGERON in writing. BERGERON agrees to remit the Security Deposit to CITY within thirty (30) days of receipt of confirmation from CITY.

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

4.7.1 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 BERGERON to fail to comply with the curtailments or restrictions promulgated by the CITY or District.

4.7.2 Nothing contained in this Agreement shall be construed as a guarantee, expressed or implied, that the CITY shall provide any specific quantity of or pressure of water to BERGERON, however, the CITY shall use commercially reasonable efforts to provide water service to BERGERON at quantities and pressures generally consistent with those provided to similarly situated customers within the CITY's system.

## **ARTICLE 5**

### **OBLIGATIONS RELATING TO WASTEWATER SERVICES**

5.1 **Pretreatment Process.** The CITY sewer system is designed and constructed primarily for collection and transmission of sanitary sewage. Therefore, if the PROPERTY is anticipated to generate liquid wastes which can be expected to have, prior to any pretreatment, one or more characteristics exceeding the limits listed in Section 50.01 definition of sanitary sewage of the CITY's Code, then in that event, BERGERON shall be required to comply with the provisions of Section 50.57 of the CITY's Code related to pretreatment of liquid waste.

5.1.1. More specifically, BERGERON shall provide CITY with a pre-treatment process plan signed and sealed by a Florida Registered Engineer ("Engineer of Record"). The pre-treatment process plan shall include waste characteristics prior to pretreatment, a description of the proposed pretreatment methods and a description of the sewage characteristics proposed for discharge into the CITY sewer system. The pre-treatment system shall be sized to accommodate only the portion of the PROPERTY that is generating waste that requires pretreatment. BERGERON shall apply for and obtain a temporary wastewater discharge permit for the discharge of its wastewater to the CITY sewer system prior to issuance of Town's Certificate of Occupancy for the PROPERTY. The temporary discharge permit shall be in effect for no more than 12-months. During such time, BERGERON shall apply for and obtain a wastewater pre-treatment system permit for the discharge of its wastewater to the CITY sewer system. Prior to commissioning of said pre-treatment system, BERGERON shall provide a certification from the same Engineer of Record that the pre-treatment system has been constructed in substantial conformance with the pre-treatment process plan and is ready for operation. All of the above shall be as required by CITY Code §50.57, as may be amended from time to time.

5.2 **Sewer Connection Charge.** The CITY agrees to provide, and BERGERON 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 BERGERON 's proposed use pursuant to the CITY Code §50.52, as may be amended from time to time.

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

By way of example, the charge in effect that the time of this Agreement is calculated

as follows:

23,628 gallons per day X 1 ERC/300 gallons per day = 78.76 ERC's

78.76 ERC's X \$4,287.18/ERC = \$337,658.30

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 following rate structure 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:

\$28.39 (for first 3,000 gallons) X 1.25 (25% surcharge) = \$35.49 (per account).

\$8.62 per thousand gallons (over 3,000 gallons) X 1.25 (25% surcharge) = \$10.78 per thousand gallons (per account).

Additionally, BERGERON understands and accepts that service rates referenced herein are subject to change in October of each year or upon CITY COMMISSION approval of such rate changes.

5.4 **Sewer Construction Charge.** See Section 6.4 of this Agreement herein below.

5.5 **Sewer Tapping Charge.** The Sewer Tapping Charge as described in CITY Code §50.53, as may be amended from time to time is not applicable to the PROPERTY.

5.6 **Excess Pollutants Surcharge.** Pursuant to CITY Code §50.54(C)(2), BERGERON shall be responsible for the payment of costs associated with an excess pollutant surcharge if BERGERON's sewage contains either more than three hundred (300) parts per million ("ppm") of Biochemical Oxygen Demand or more than three hundred (300) ppm of suspended solids, if applicable. The CITY shall provide written notice to BERGERON of the applicable Excess Pollutant Surcharge within fifteen (15) business days of issuance of BERGERON's Certificate of Occupancy for the PROPERTY.

5.6.1 It shall be unlawful and prohibited to discharge the substances or substance concentrations greater than the maximums more particularly identified in the CITY Code §50.55, as may be amended from time to time. Should discharges by BERGERON exceed the maximum amounts provided for in CITY Code §50.55, BERGERON shall be responsible for payment of excess pollutant surcharges as may be applicable.

## ARTICLE 6

### **OBLIGATIONS RELATIVE TO BOTH WATER AND WASTEWATER SERVICES**

6.1 **Reporting.** BERGERON shall provide CITY with an updated list of all businesses operating on the PROPERTY and detailing the wastewater discharges generated by each producer relative to whether each producer is an industrial user as defined within Sec. 62-625.600 of the Florida Administrative Code entitled "Reporting Requirements for Control Authorities and Industrial Users", and allow for CITY to inspect and verify the uses when requested. Such information shall be provided by BERGERON to CITY twice per year or upon written request by CITY. CITY reserves the right to request wastewater quality monitoring reports including sampling and analysis from a qualified laboratory, or at a frequency necessary, depending on the uses and the constituents produced and

discharged by occupants of the PROPERTY to properly categorize and maintain regulatory compliance.

6.2 **Consumer Price Index.** Pursuant to CITY Code §§50.34 and 50.54, as may be amended from time to time, BERGERON 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.

6.3 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.

6.4 **Extension & Modification of Existing Facilities.** BERGERON 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 BERGERON’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 BERGERON’s use of CITY’s services in the CITY’s sole discretion.

6.5 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. BERGERON shall keep all water pipes, service lines, connections and necessary fixtures and equipment at the PROPERTY in good working order and condition. BERGERON shall comply with CITY’s standards and details in constructing the extension of water and wastewater utilities. BERGERON shall not be liable or responsible for any pipes, pipelines, valves, fixtures or any related equipment owned, operated, and maintained by CITY, and CITY shall keep all CITY-owned water pipes, service lines, connections and necessary fixtures and any related equipment serving the PROPERTY in good working order and condition.

**ARTICLE 7**  
**HOLD HARMLESS AND INDEMNIFICATION**

7.1 To the extent provided by law, BERGERON 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 BERGERON’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. BERGERON 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 casualties, 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 in accordance with the terms herein, 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 BERGERON.

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 BERGERON, 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 BERGERON. In the event BERGERON disputes amounts payable for service pursuant to this Agreement, BERGERON 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 BERGERON 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 BERGERON to perform in accordance with the requirements of this Agreement and any reasonable attorney fees incurred related to any claim or cause of action arising out of the failure of BERGERON to perform in accordance with the requirements of this Agreement.

8.3 **Default of Agreement by BERGERON.** The occurrence of any one or more of the events described herein below shall constitute a default and breach of this Agreement by BERGERON for which the CITY may terminate this Agreement for cause upon providing notice as described below, or upon providing one hundred and eighty (180) business days written notice of termination to BERGERON. In the event of BERGERON'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 BERGERON prior to any termination pursuant to this section. Upon termination of this Agreement in accordance with the terms herein, 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, refusal, or failure to comply with any of the terms of this Agreement, or neglect or refusal to comply with the written instructions of the CITY's Utility Director relative thereto, where such failure shall continue for a period of one hundred and eighty (180) days after written notice thereof by the CITY is provided to BERGERON and BERGERON has been afforded the full opportunity to cure such failure; provided, however, that if the nature of BERGERON's default is such that more than one hundred and eighty (180) days are reasonably required for its cure, then BERGERON shall not be deemed to be in default if BERGERON commences such cure within said one hundred and 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 BERGERON or any other party in a manner not expressly permitted hereunder in Article 9 below.

8.3.3 If BERGERON is adjudicated bankrupt by a court of competent jurisdiction, either voluntarily or involuntarily, and such adjudication is not dismissed, stayed, or vacated within one hundred and twenty (120) days from the filing date, then this Agreement shall terminate effective on the date and at the time the bankruptcy petition is filed.

## **ARTICLE 9**

### **Transferability; Assignment**

9.1 Applicability: The terms of this Article 9 shall not apply when the entities that are party to this Agreement remain unchanged and any transfer or assignment is clearly intended to pass to BERGERON's descendants, heirs, beneficiaries, trustees, takers of last resort, or legally similar parties.

9.1.1 BERGERON agrees to indemnify and hold harmless the CITY and its employees, agents, officers, and successors from any and all claims, damages, costs, suits, losses, and expenses, including but not limited to the reasonable fees of attorneys and other professionals and further including all court or other disputed resolution costs, liabilities, expenditures, or causes of action of any kind, attributed to or resulting from any transfer or assignment that occurs pursuant to the specific set of circumstances set forth in Section 9.1.

9.2 This Agreement, and any interests herein, shall not be assigned, transferred, sold or otherwise encumbered under any circumstances, by BERGERON 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.

9.3 Any change of ownership of the PROPERTY or any transfer of BERGERON'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.

9.4 BERGERON shall have the duty to disclose to any interested purchaser that the rights and obligations provided for herein are non-transferrable and non-assignable, except as otherwise provided in this Article 9.

9.5 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 BERGERON 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. In its sole reasonable discretion, 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.

9.6 The CITY acknowledges that BERGERON is expending significant funds to construct the infrastructure necessary to connect to CITY's existing water and wastewater facilities and related equipment to serve the PROPERTY and effectuate this Agreement. In the event that third parties desire to utilize the infrastructure developed by BERGERON for the purpose of connecting to CITY's existing water and wastewater facilities and related equipment, a separate Recapture Agreement shall be entered into, agreed, and signed by the Parties and any third party that desires to utilize the infrastructure developed by BERGERON under this Agreement. The City shall require the third party seeking to utilize the infrastructure developed by BERGERON to be responsible for all of the City's costs, fees, and expenses, including legal fees incurred by the City in connection with entering into the Recapture Agreement. Furthermore, the CITY shall require such third parties to bear their proportionate share of the costs attributable to their use, through reimbursement, connection fees, or other lawful cost-recovery mechanisms arising from their water and sewer service use.

## **ARTICLE 10**

### **FURTHER MUTUAL COVENANTS AND COMMITMENTS**

10.1. **Wells Prohibited Except for Irrigation.** During the term of this Agreement, BERGERON, 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. BERGERON hereby acknowledges and agrees that rates approved by the CITY COMMISSION are subject to change at any time by CITY. BERGERON 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.** BERGERON 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 BERGERON shall occur at BERGERON'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 BERGERON, BERGERONS'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 within the 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 BERGERON shall request, or Town shall modify, change, or alter the current Land Use and Zoning for any of the parcels identified within **Exhibit "B"**, 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 Twenty-Three Thousand, Six Hundred Twenty-Eight (23,628) 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, BERGERON shall not permit the PROPERTY to be used for a jail facility, immigration center, or detention facility. Further BERGERON 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 BERGERON 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 BERGERON'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.** BERGERON shall keep all books, documents, and accounting records pertaining to any fees, costs, and expenses paid by BERGERON 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, BERGERON 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

BERGERON : Bergeron SW Ranches US 27, LLC  
19612 SW 69<sup>th</sup> Place  
Fort Lauderdale, Florida 33332  
Telephone No. (954) 680-0223  
Facsimile No. (954) 680-0218

Bergeron US 27, LLC  
19612 SW 69<sup>th</sup> Place  
Fort Lauderdale, Florida 33332  
Telephone No. (954) 680-0223  
Facsimile No. (954) 680-0218

Copy To: Aleida Ors Waldman, Esq.  
19612 SW 69<sup>th</sup> Place  
Fort Lauderdale, Florida 33332  
Telephone No. (954) 524-1100  
Facsimile No. (888) 760-2991

Copy To: Andrea M. Keiser, Esq.  
KEISER LEGAL, PLLC  
55 SE 2<sup>nd</sup> Avenue, Suite 102  
Delray Beach, Florida 33444  
Telephone No. (561) 349-6990  
Facsimile No. (561) 900-3344  
andrea@keiserlegal.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 BERGERON 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, BERGERON 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" – Intention to Connect to a City Utility

EXHIBIT "C" – Resolution 2026-\_\_\_\_\_

EXHIBIT "D" – Schedule of Fees and Cost Estimates

**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:

\_\_\_\_\_

CITY CLERK

Approved as to legal form:

\_\_\_\_\_

CITY ATTORNEY

BY: \_\_\_\_\_  
MAYOR ANGELO CASTILLO

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
CITY MANAGER

DATE: \_\_\_\_\_

BERGERON SW RANCHES US 27 LLC

*[Handwritten signature]*

ATTEST:

BY: \_\_\_\_\_

TITLE: Manager

DATE: 3/4/26

\_\_\_\_\_  
CITY CLERK

Approved as to legal form:

\_\_\_\_\_  
CITY ATTORNEY

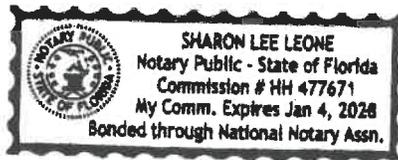
STATE OF FLORIDA            )  
COUNTY OF BROWARD        ) SS

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 4<sup>th</sup> day of March 2026, by Ronald M. Bergeron (individual/ or business entity name), on behalf of BERGERON of Southwest Ranches as owner for said PROPERTY. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

WITNESS my hand and official seal, this 4<sup>th</sup> day of March, 2026.

Sharon Lee Leone  
NOTARY PUBLIC STATE OF FLORIDA

My commission expires:



BERGERON US 27 LLC  
BY: [Signature]  
TITLE: Managing Member  
DATE: 3/4/2026

ATTEST:  
\_\_\_\_\_  
CITY CLERK

Approved as to legal form:  
\_\_\_\_\_  
CITY ATTORNEY

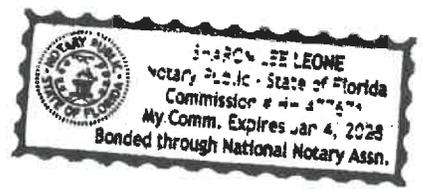
STATE OF FLORIDA        )  
COUNTY OF BROWARD    ) SS

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 4<sup>th</sup> day of MARCH, 2026, by Ronald M. Bergeron (individual/ or business entity name), on behalf of BERGERON of Southwest Ranches as owner for said PROPERTY. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

WITNESS my hand and official seal, this 4<sup>th</sup> day of MARCH, 2026.

[Signature]  
NOTARY PUBLIC STATE OF FLORIDA

My commission expires:



**EXHIBIT "A"**

**(Legal Description of PROPERTY)**

**EXHIBIT "B"**

**(Intention to Connect to a City Utility)**

**EXHIBIT “C”**

**(City Commission Agenda Item)**  
*To be provided by City*

**EXHIBIT "D"**

**(Schedule of Fees and Cost Estimates)**

**EXHIBIT "E" DEVELOPMENT ORDER**

**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”.

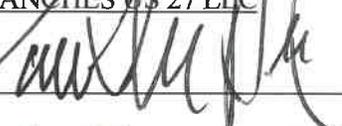
3. The Affiant is authorized to execute this Affidavit on behalf of the Entity.

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.

BERGERON SW RANCHES US 27 LLC

BY: 

NAME: Ronald M. Bergeron, Sr.

TITLE: Manager

DATE: 3/4/2026

**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:

6. The Affiant is an officer or representative of the Entity entering into an agreement with the City of Pembroke Pines.

7. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled “Human Trafficking”.

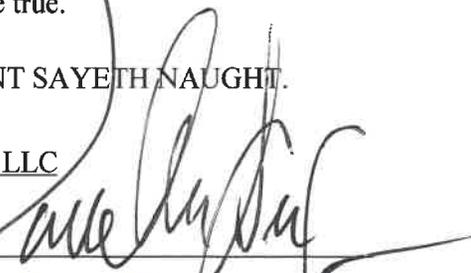
8. The Affiant is authorized to execute this Affidavit on behalf of the Entity.

9. 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.

10. 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.

BERGERON US 27 LLC

BY: 

NAME: Ronald M. Bergeron, Sr

TITLE: Managing Member

DATE: 3/4/2026