

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

THIS AGREEMENT made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the **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 the **Town of Southwest Ranches**, a municipal corporation of the State of Florida, with a business address of 13400 Griffin Road, Southwest Ranches, Florida 33330 ( “CUSTOMER”). CITY and CUSTOMER may hereinafter be collectively referred to as the “Parties.”

**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**, CUSTOMER 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 (the “PROPERTY”); and

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

**WHEREAS**, the CUSTOMER desires to procure water or sewage disposal service or both from CITY for the PROPERTY for a new industrial development which will be owned by a third party; and

**WHEREAS**, Section 50.1 through 50.4 of the CITY’s Code of Ordinances authorizes 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-\_\_\_\_\_, (attached as **Exhibit “B”**) passed and adopted at a regular City Commission meeting on \_\_\_\_\_, 2025; and

**WHEREAS**, the Town Council has approved this Agreement and has authorized the proper CUSTOMER officials to execute this Agreement by Resolution \_\_\_\_\_ (attached as Exhibit “C”) passed at a regular Council meeting on \_\_\_\_\_, 2025.

**NOW, THEREFORE**, in consideration of the mutual covenants and undertakings of CITY and the CUSTOMER, 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 of Ordinances §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** **SCOPE OF DEMAND**

2.1 **Water Consumption.** Beginning on the \_\_\_\_ day of \_\_\_\_\_, 2025, the CITY agrees to make available to the CUSTOMER an **average** monthly total volume of water not to exceed **Thirty-Seven Thousand (37,000) gallons per day** at the PROPERTY which shall be considered to be met if such water usage on a monthly basis does not exceed 37,000 gallons multiplied by the number of days in the month (the "Monthly Water Consumption"), provided that all obligations belonging to the CUSTOMER, whether monetary or otherwise, set forth in this Agreement, have been satisfied or are being resolved in accordance with this Agreement.

2.2 **Sewer Discharge.** CUSTOMER agrees that the wastewater discharged from the PROPERTY shall not exceed an average monthly total volume of wastewater not to exceed **Thirty-Seven Thousand (37,000) gallons per day** which shall be considered to be met if such wastewater discharge on a monthly basis does not exceed 37,000 gallons per day multiplied by the number of days in the month (the "Monthly Flow Demand". Should the CUSTOMER's water use exceed the Monthly Flow Demand by more than 25% over a 6-month period, the Parties shall be required to enter into an amendment to this Agreement to increase the Monthly Flow Demand to a level to be determined by CITY based on the then-existing Monthly Flow Demand, the CITY's then-existing available capacity, and any other such reasonable considerations impacting the City's ability to increase the Monthly Flow Demand.

2.4 Notwithstanding the obligation for the CITY to provide water to the CUSTOMER 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 the CUSTOMER

pursuant to the terms of this Agreement except that such water and sewer service shall be equal in quality to the quality provided to other users to the CITY's water and sewer system. 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 imposed on the CITY by directives issued by county regional, State or Federal agencies having jurisdiction over such matters.

2.5 Notwithstanding the obligations more particularly described in Resolution #2025-\_\_\_\_\_, the CITY agrees to provide, and the CUSTOMER 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 **fifteen (15) years** from the date of execution of this Agreement. This Agreement shall be renewed for one (1) additional 15-year term subject to a written notice of renewal issued by the City, which renewal shall be approved by the City Manager provided that the CUSTOMER has not engaged in willful, chronic or ongoing breaches of this Agreement.

3.2 **Termination for Cause.** 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 CUSTOMER of the lack of compliance and the opportunity to cure, provided however that where compliance is not possible in one hundred eighty (180) days which shall be reasonably determined by the CITY, the CITY will not terminate the Agreement if CUSTOMER has, within said period, undertaken sufficient steps to come into compliance within a reasonable time. The CITY may apply the CUSTOMER's security deposit to any outstanding amount due, and CUSTOMER shall not receive any further refund of the fees, costs, and expenses already paid to CITY pursuant to the terms of this Agreement.

Both Parties agree and acknowledge that the provision of potable water and sewer service to the PROPERTY is vital and beneficial to the CUSTOMER, thus, termination by the CITY will not be exercised lightly.

### **ARTICLE 4**

#### **OBLIGATIONS RELATING TO POTABLE WATER SERVICES**

4.1 **Water Connection Charge.** The CITY agrees to provide, and the CUSTOMER 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 CUSTOMER after payment of the Water Connection Charge as required by CITY Code of Ordinances §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** The CUSTOMER agrees to pay the CITY a Water Connection Charge in an amount equal to the charge in effect at the time that the CUSTOMER pays the Connection Charge, which Connection Charge shall be paid to the CITY prior to CUSTOMER's receipt of a Certificate of Occupancy for the PROPERTY.

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

34,812 gallons per day ÷ 300 gallons per day (1 ERC) = 116.04 ERCs  
116.04 ERCs x \$3,593.65 (water connection fee effective 10/01/2025) = \$417,007.14.  
If there are more than 20 fixtures, an additional \$179.67 shall be charged.

4.2 **Minimum Monthly Water Service Charge**. The monthly water service charge shall be based on CITY Code §50.34, as amended from time to time, and the rate structure in effect at the time the water meter is requested, 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, or later repealed, but 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 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**. The CUSTOMER's water meter charge is hereby waived. In accordance with §50.32 of the CITY Code, as may be amended from time to time, the CUSTOMER shall be responsible for purchasing a Neptune Ultrasonic water meter for use at the PROPERTY and all related fees, costs, and expenses associated with such purchase, CUSTOMER shall design the meter in accordance with the CITY's requirements.

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

4.7 **Security Deposit**. CUSTOMER agrees to pay the CITY a Water Security Deposit in accordance with CITY Code §50.33.

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

4.8.1 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 the CUSTOMER to fail to comply with the curtailments or restrictions promulgated by the CITY or District.

4.8.2 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 CUSTOMER.

**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 of the CITY's Code of Ordinances, then in that event, the CUSTOMER shall be required to comply with the provisions of Section 50.57 of the CITY's Code of Ordinances related to pretreatment of liquid waste.

5.1.1. More specifically, the CUSTOMER 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 PROPERTY. The CUSTOMER shall apply for and obtain a wastewater discharge permit from the authority having jurisdiction for the discharge of its wastewater to the CITY sewer system prior to issuance of CUSTOMER's Certificate of Occupancy for the PROPERTY. During such time, the CUSTOMER shall apply for and obtain a wastewater pre-treatment system permit from the authority having jurisdiction for the discharge of its wastewater to the CITY sewer system. Prior to commissioning of said pre-treatment system, the CUSTOMER 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 CUSTOMER 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 Sewer Connection Charge for CUSTOMER's proposed use pursuant to the CITY Code §50.52, as may be amended from time to time.

5.2.1 **Sewer Connection Charge.** The CUSTOMER agrees to pay the CITY a Sewer Connection Charge in an amount equal to the charge in effect at the time that the CUSTOMER pays the Connection Charge, which shall be paid to the CITY prior to CUSTOMER's issuance of a Certificate of Occupancy for the PROPERTY.

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

34,812 gallons per day ÷ 300 gallons per day (1 ERC) = 116.04 ERCs.

116.04 ERCs x \$4,287.18 (non-residential sewer connection fee effective 10/01/2025) = \$497,484.36. If there are more than 20 fixtures, an additional \$204.37 shall be charged.

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 then existing 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.

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

\$459.30 (for first 50,000 gallons) x 1.25 (25% surcharge) = \$574.13 per month; and

\$10.71 (per thousand gallons over 50,000 gallons x 1.25 (25% surcharge) = \$TBD

The Monthly Sewer Charge charges shall be based upon readings of the water meter or an authorized sewer meter and CITY Code §50.54, as amended from time to time. Additionally, CUSTOMER understands and accepts that service rates referenced herein are subject to change in October of each year or upon 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 **Sewer Security Deposit.** Pursuant to CITY Code §50.53, as may be amended from time to time, the CUSTOMER shall be responsible for the Sewer Security Deposit as calculated at the time a water sewer application is submitted which shall be paid by CUSTOMER prior to issuance of a Certificate of Occupancy for the PROPERTY.

5.7 **Excess Pollutants Surcharge.** Pursuant to CITY Code §50.54 CUSTOMER shall be responsible for the payment of costs associated with an excess pollutant surcharge if the CUSTOMER'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 the CUSTOMER of the applicable Excess Pollutant Surcharge within fifteen (15) business days of issuance of CUSTOMER's issuance of a Certificate of Occupancy for the PROPERTY.

5.7.1 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 CUSTOMER exceed the maximum amounts provided for in CITY Code §50.55, CUSTOMER 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.** CUSTOMER shall provide CITY with water consumption and wastewater quality monitoring report at the end of each six-month period during the term of this Agreement to summarize the water use and the quality of the wastewater discharged from the PROPERTY during the reporting quarter.

6.2 **Consumer Price Index.** Pursuant to CITY Code §§50.34 and 50.54, as may be amended from time to time, the CUSTOMER 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 action by the CITY Commission amending 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.** CUSTOMER 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 CUSTOMER's use of CITY's services. 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 CUSTOMER'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 on the PROPERTY, downstream from the water meter and upstream of the sewer lateral connection to the CITY's main sewer line. The CUSTOMER shall keep all water pipes, service lines, connections and necessary fixtures and equipment on the PROPERTY and upstream of the sewer connection in good working order and condition.

## **ARTICLE 7**

### **HOLD HARMLESS AND INDEMNIFICATION**

7.1 To the extent provided by law, the CUSTOMER 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 performance or CUSTOMER'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. The CUSTOMER shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, 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 imposed on the CITY or by county, 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 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 costs and fees associated therewith shall be the responsibility of the CUSTOMER.

7.5 Nothing contained herein is intended nor shall it 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 the CUSTOMER, 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 the CUSTOMER, except as stated in Section 3.2 of this Agreement. In the event the CUSTOMER disputes amount payable for service pursuant to this Agreement, the CUSTOMER 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 the CUSTOMER 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 the CUSTOMER 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 Agreement.

8.3 **Default of Agreement.** The occurrence of any one or more of the events described herein below shall constitute a default and breach of this Agreement by the CUSTOMER for which the CITY may terminate this Agreement for cause upon providing notice as described below, or upon providing one hundred eighty (180) business days written notice of termination to the CUSTOMER in accordance with the procedures in Section 3.2 above. In the event of CUSTOMER'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 the CUSTOMER 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 one hundred eighty (180) business days and after written notice thereof by the CITY is provided to the CUSTOMER; provided, however, that if the nature of the CUSTOMER's default is such that more than one hundred eighty (180) business days are reasonably required for its cure, then the CUSTOMER shall not be deemed to be in default if the CUSTOMER advises the CITY of its intent to undertake a cure of the matter and commences such cure within said one hundred eighty (180) business days 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 the CUSTOMER or any other party in a manner not expressly permitted hereunder in Article 9 below.



8.3. To the extent permitted by applicable law, if the CUSTOMER is adjudicated bankrupt, either voluntarily or involuntarily the Agreement shall terminate effective on the date and at the time an order for relief is entered by the Bankruptcy Court. This provision shall not be interpreted as a waiver by CUSTOMER of any rights it would be entitled to request in a bankruptcy proceeding.

## **ARTICLE 9**

### **Transferability; Assignment**

9.1 This Agreement, and the interests herein, may be assigned to a future owner of the PROPERTY, and such assignee shall enjoy and be subject to all of the rights and obligations of the CUSTOMER as set forth herein. Before such assignment becomes effective the assignee shall provide the City Manager, in a form acceptable to the City Attorney, with assignee's agreement in recordable form, to be subject to the terms and conditions of this Agreement including but not limited to assignee's acknowledgment and agreement that the PROPERTY is subject to the restrictions in Section 10.7 below ("Assignee Acknowledgement") and, upon approval by the CITY Commission, which consent and approval shall not be unreasonably withheld, acknowledging that the PROPERTY is unable to be used without water and sewer service to the PROPERTY . The Assignee Acknowledgement shall also provide the contact information for providing notice to the assignee in accordance with Section 11.8 below.

## **ARTICLE 10**

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

10.1. **Wells Prohibited Except for Irrigation.** CUSTOMER's 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 of Ordinances, 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 conditions specifically named in this Agreement . CUSTOMER hereby acknowledges and agrees that rates are subject to change at any time by CITY. The CUSTOMER 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 of Ordinances, 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.** The CUSTOMER shall keep and maintain all water pipes, service lines, connections and necessary fixtures and equipment on the premises occupied by the CUSTOMER, and within the interior lines of the lot occupied by the consumer in good order and condition. The sale of water by CITY to the CUSTOMER shall occur at the CUSTOMER'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 CUSTOMER or CUSTOMER'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, subject to the provision of Article 9 above. 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" in the Town of Southwest Ranches.

If during the term of this Agreement the Town shall modify, change, or alter the current Land Use and Zoning for the PROPERTY, 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, 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 an average over a six-month period of One Hundred Twenty-Five Percent (125%) of Thirty-Seven Thousand (37,000) 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; and,

10.9. During the term of this Agreement, the CUSTOMER shall not permit the PROPERTY to be used for a jail facility, immigration center, detention facility, or for any residential purposes. Further the CUSTOMER shall not permit the PROPERTY to be used or transformed into an incinerator or for incinerator ancillary uses as defined by that certain Declaration of Restrictive Covenants respectively recorded on April 29, 2024 in instrument number 119545107 and on May 6, 2024 in 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 the CUSTOMER 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 CUSTOMER'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.** The CUSTOMER shall keep all books, documents, and accounting records pertaining to any fees, costs, and expenses paid by CUSTOMER 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.

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 or overnight mail with proof of delivery, 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, the CUSTOMER 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

CUSTOMER : Town of Southwest Ranches  
Russell Muniz, Town Administrator  
13400 Griffin Road  
Town of Southwest Ranches, FL 33330  
Telephone No. (954) 434-0008

Copy To: Keith Poliakoff, City Attorney  
200 South Andrews Avenue, #601  
Fort Lauderdale, FL 33301  
Telephone: 954-909-0580

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 CUSTOMER and supersedes all prior negotiations, representations, or agreements, either written or oral.

11.14 **Attorney's Fees.** In the event that either Party sues 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, the CUSTOMER 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 the Property

EXHIBIT "B" – City Resolution No. 2025-R-46

EXHIBIT "C" – Town County Resolution

**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

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

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

Approved as to legal form:

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

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

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

STATE OF FLORIDA            )  
COUNTY OF BROWARD        ) SS

BEFORE ME personally appeared \_\_\_\_\_ to me well known and known to me to be the person (s) described in and who executed the foregoing instrument and acknowledged to and before me that \_\_\_\_\_ executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
NOTARY PUBLIC STATE OF FLORIDA

My commission expires:

**THE TOWN OF SOUTHWEST RANCHES**

ATTEST:

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

TITLE: \_\_\_\_\_

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

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

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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (individual/ or business entity name), on behalf of the CUSTOMER 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 \_\_\_\_\_ day of \_\_\_\_\_, twenty\_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC STATE OF FLORIDA

My commission expires:

**EXHIBIT "A"**

**(Legal Description of PROPERTY)**

PARCEL 1:

Lots 60, 61, and 62, and the vacated Right-of-Way of Sylvan Pass, of REPLAT OF PORTION OF WEST BROWARD INDUSTRIAL PARK, according to the Plat thereof, recorded in Plat Book 157, Page 39, as affected by the Agreement for Amendment of Notation on Plat recorded under Instrument No. 119109542, of the Public Records of Broward County, Florida.

LESS and EXCEPT the property conveyed for Road Easement by Warranty Deed recorded on April 11, 2012 in Official Records Book 48658, Page 890 of the Public Records of Broward County, Florida.

and

LESS and EXCEPT the property conveyed for Right of Way Dedication by Quit Claim Deed recorded on April 24, 2012 in Official Records Book 48692, Page 1978, of the Public Records of Broward County, Florida.



**EXHIBIT “B”**

**City Commission Resolution 2025-R-46**

**EXHIBIT “C”**

## **Town Council Resolution**

**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.

**FRP SWR LLC, a Delaware limited liability company**

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

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

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