

**LARGE USER WATER
AGREEMENT
(AGREEMENT FOR
POTABLE WATER)**

**EFFECTIVE DATE
OCTOBER 30, 1973**

A G R E E M E N T

THIS AGREEMENT, made and entered into this 30th day of October, 1973, by and between BROWARD COUNTY, a political subdivision of the State of Florida, herein called "Seller", and CITY OF COCONUT CREEK herein called "Consumer",

W I T N E S S E T H

THAT WHEREAS the Seller owns and operates a water producing and distribution facility and is in a position to serve the Consumer; and

WHEREAS, the Consumer owns and operates a water distribution system, and Consumer desires to purchase water from Seller to be used in Consumer's distribution system in servicing Consumer's customers, upon terms mutually agreeable;

NOW, THEREFORE, for and in consideration of the premises and the sum of One Dollar (\$1.00) cash in hand paid by the Consumer to the Seller; receipt whereof is hereby acknowledged, and other good and valuable considerations, IT IS HEREBY COVENANTED AND AGREED by and between the parties hereto as follows:

1. Commencing upon completion and approval of the interconnection between Seller's and Customer's facilities, and compliance with Paragraph 17 hereof, and continuing for a period of 40 years thereafter, the Seller agrees to sell to the Consumer and the Consumer agrees to buy from the Seller water for resale to the citizens and customers of the Consumer, under the terms and conditions set forth herein.

2. During the continuance of this Agreement, the Consumer shall not purchase water from any person, firm or corporation other than the Seller for distribution within the area described in Exhibit A hereto, so long as the Seller is able to supply all water

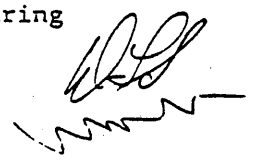
EXHIBIT "D"



required by the Consumer for said area, subject to the conditions herein set out, except by written consent of Seller evidenced by an amendment to this Agreement; and Seller shall not sell water to any person, firm or corporation other than Consumer within the area described in Exhibit A.

3. During the continuance of this agreement, the Consumer shall not pump water into its water distribution system from its own water producing facilities except upon written consent of the Seller. A control system as agreed upon by the Seller and the Consumer shall be installed to separate the Consumer's water producing facilities from Seller's water distribution system.

4. During the term of this Agreement, the Seller will undertake to deliver water to the Consumer in such quantities as are required by the Consumer for resale by the Consumer to its citizens and its customers in the areas hereinafter described, and subject to the conditions herein contained, but only after proper master water meter or master water meters are installed; EXCEPT THAT the Consumer shall not allow any customer to connect with the Consumer's distribution system whose requirements are reasonably estimated to exceed 100,000 gallons of water per day without previous approval of Seller, and in the event any customer after being connected to the Consumer's distribution system should use as much as 100,000 gallons of water per day, Seller shall immediately be notified by the Consumer and Seller's approval obtained before such customer shall be furnished water in quantities exceeding 100,000 gallons per day. However, the Seller does not bind itself during period of water shortage resulting from an emergency condition or an inadequacy of mains or other facilities to do more than deliver water to said metering



station in such quantities as are available for allocation by the Seller among all its consumers outside the area of service of Seller's Water and Sewer System No. 2, after the demands of water consumers and demands for fire protection within the said area of service have been satisfied. In the event it should become necessary for the Seller to adopt regulations for conservation of water in case of emergency, the Consumer agrees that it will adopt and enforce similar regulations for conservation of water during such time of emergency.

Consumer agrees that it has reviewed its present needs for water service, and with the advice and counsel of a professional engineer has projected its future needs as shown below to the best of its knowledge and ability.

<u>YEAR</u>	<u>PROJECTED ANNUAL AVERAGE FLOW IN MILLIONS OF GALLONS PER DAY</u>
1973	.100
1974	.413
1975	.823
1976	1.387
1977	2.027
1978	2.687
1979	3.256
1980	3.765
1981	4.159

These projections shall serve as a reasonable estimate of the future needs of the Customer and shall be so used by the County whenever reviewing requirements for system capacity.

5. The areas to be serviced by Consumer are situated in Broward County, Florida, and are described in Exhibit A attached hereto and made a part hereof. Such areas cannot be increased or enlarged without the written consent of the Seller first obtained and evidenced by an amendment to this Agreement

It is understood and agreed between the parties that this contract shall be of no force and effect in any area in

which the Seller or Consumer has outstanding contractual obligations which, in any way, conflict with the terms of this contract.

6. There shall be one or more master meters installed, at points mutually agreeable, through which all water supplied to customers of COCONUT CREEK within the areas described in Exhibit A shall be supplied. All water furnished shall be metered through such meters. The Seller shall, at the expense of the Consumer, approve, procure and install all master meters. After installation, the Seller will, at its own expense, maintain the meters; and title to same shall remain in the Seller.

7. The Consumer shall be bound by the rules and regulations adopted by the Board of County Commissioners of Broward County, now existing or hereafter adopted pertaining to water service and water regulations not in conflict herewith.

8. The water rates to be charged by the Seller to the Consumer herein shall be the rates charged to other customers of the Seller's Water and Sewer System No. 2, in the same rate classification as Consumer.

9. The Seller shall render monthly statements for water furnished through all meters. Water furnished through additional meters will be included in the monthly statement and not billed separately. The rate for water furnished will be based on the total sum of the meter readings. The Consumer shall pay promptly all statements furnished. Should the Consumer fail or refuse to pay the amount of such statement within thirty (30) days after same has been submitted, the Seller shall have the right:

(a) To apply to the Circuit Court of Broward County, Florida, for appointment of a Receiver or mandamus to compel levy or any other relief deemed advisable by the Seller.

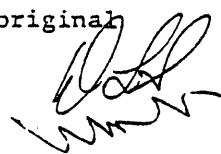
(b) To enforce the provisions of rules and regulations of the Seller providing for discontinuance of service until past due indebtedness is paid.

(10) Consumer shall obtain from all regulatory agencies having jurisdiction of the subject matter of this Agreement such permits as are necessary and shall furnish such other data as may be required by the Seller's Engineer and/or Utilities Director and shall comply with all reasonable demands of Seller from time to time, and shall furnish to Seller plans and specifications of the existing water distribution system of Consumer and from time to time furnish copies of plans and specifications of any additions to or extension of Consumer's water distribution system.

(11) Consumer agrees to hold Seller harmless from any suit, liability or legal action which may be brought by anyone in which Seller may be made a defendant or become liable on account of the execution of this Agreement with Consumer, or on account of any acts or omissions of Consumer.

(12) Water sold to Consumer hereunder will be supplied from Seller's water producing facilities and will be of substantially the same quality as the water furnished by Seller to its consumers within the area of service of Seller's Water and Sewer System No. 2.

(13) The Seller shall have the right to install water supply, treatment, distribution and storage facilities in the areas serviced by Consumer described in Exhibit A. The Seller shall have the right to repair and/or replace such aforementioned mains, pumps and storage facilities, with the understanding that the Seller shall replace, repair or otherwise return the paving and right-of-way to its original



condition when these installations and repairs are made. The Consumer shall be responsible for complying with all Federal, State and local regulations regarding water quality on the Consumer's side of the meters including, but not limited to, proper programs covering cross connection controls, line flushing and bacteriological sampling and testing.

(14.) If at any time the metering system shall be inoperative or in any other way fail to provide information with respect to the quantity of water delivered to Consumer, a method of payment will be determined by the parties based upon past meter record information.

(15) Any notice required to be given hereunder shall be considered to have been properly given if the same has been sent in writing by certified or registered mail, to the following:

Seller: Board of County Commissioners
% Broward County Utilities Department
Room 1002 County Courthouse
Fort Lauderdale, Florida 33301

Consumer: City of Coconut Creek
1071 N. W. 45th Avenue
Coconut Creek, Florida 33063

(16) This Agreement may be amended, changed, voided or annulled at any time by joint consent of the parties, in writing.

(17) This Agreement shall not become effective until a Resolution has been adopted by each of the parties hereto approving this agreement and authorizing its execution.

(18) Notwithstanding any other terms and provisions hereof, it is expressly understood and agreed by and between the parties hereto that Seller's obligation to deliver water to Consumer as above set forth shall not arise until completion of the expansion program to its water treatment facilities presently being undertaken by Seller for the furnishing of treated water to North Broward County area; and the acceptance and approval of

EXHIBIT "A"

A Water and Wastewater District for the City of Coconut Creek, Broward County, Florida is hereby established and shall be defined as all areas within the corporate limits of the City of Coconut Creek exclusive of the following described lands:

All that part of Section 32, Township 48 South, Range 42 East, lying west of the Sunshine State Parkway, and excepting therefrom the following described parcel of land:

All that part of the Northeast Quarter (NE $\frac{1}{4}$) of Section 32, Township 48 South, Range 42 East, described as follows:

Commencing at the Northeast corner of the Northwest Quarter (NW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of said Section 32, thence run Southwesterly along a line, said line extended intersecting the South line of said Northwest Quarter (NW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) at a point 690.51 feet West of the Southeast corner of said Northwest Quarter (NW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$), for a distance of 67.49 feet to the POINT OF BEGINNING; thence run Southwesterly along the last described course for a distance of 1121.31 feet; thence run Southeasterly along a line forming an included angle of 95° 22' 24" for a distance of 1155.78 feet, more or less, to a point of intersection with the Westerly right-of-way line of the Sunshine State Parkway; thence run Northeasterly along said Westerly right-of-way line, being the arc of a curve to the left having a radius of 7489.44 feet, for an arc distance of 1815.67 feet, to a point of intersection with the Southerly right-of-way line of State Road 814 as now existing; thence run Northwesterly 520.35 feet along said Southerly right-of-way line to a point of intersection with the Southerly line of a 100 foot right-of-way of State Road No. 814; thence run Westerly 725.09 feet along said Southerly right-of-way line to the POINT OF BEGINNING.

W. W. W.

same by all regulatory agencies, state, federal and local having jurisdiction over such facilities.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers, and their corporate seals to be affixed, the day and year first above written.

BROWARD COUNTY, a political subdivision of the State of Florida, by its Board of County Commissioners

By: [Signature]
Its Chairman

ATTEST:

[Signature]
County Comptroller and Ex-Officio Clerk of the Board of County Commissioners

CITY OF COCONUT CREEK

By: [Signature]
Mayor

ATTEST:

[Signature]
City Clerk

[Handwritten Signature]
11/11/11

RESOLUTION

BE IT RESOLVED by the Board of County Commissioners of Broward County, Florida, that the Chairman and Clerk of said Board be, and they hereby are, authorized to enter into an agreement with the City of Coconut Creek, and to sign same on behalf of said County whereby the County agrees to sell to the City of Coconut Creek and said City agrees to buy from the County water for resale to the citizens and customers of the City of Coconut Creek, under the terms and conditions set forth therein; as more particularly described in said agreement, which agreement is dated October 30, 1973, a copy of which agreement is filed with this Board of County Commissioners.

ADOPTED this 30th day of October, A. D. 1973.

A handwritten signature in the bottom right corner of the page, consisting of several cursive loops and a horizontal line at the end.

STATE OF FLORIDA)
 SS
COUNTY OF BROWARD)

I, E. M. Strobel, County Comptroller in and for Broward County, Florida, and Ex-Officio Clerk of the Board of County Commissioners of said County, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of a resolution adopted by the Board of County Commissioners at its regular meeting held on the 30th day of October, 19 73, as appears in record in the Minutes of said Board of County Commissioners.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 31st day of October A. D., 19 73.

E. M. STROBEL, COMPTROLLER

By Juanita W. Kray
Deputy

**FIRST AMENDMENT
TO
AGREEMENT FOR
POTABLE WATER
EFFECTIVE DATE
DECEMBER 23, 1991**

**(PROVIDING FOR TREATED POTABLE WATER
IN EXCESS OF THE THEN-CURRENT
METERED CAPACITY**

FIRST AMENDMENT TO AGREEMENT

This is the First Amendment to the Agreement dated October 30, 1973 between Broward County, a political subdivision of the State of Florida hereinafter called "SELLER" and the City of Coconut Creek, hereinafter called "CONSUMER".

WITNESSETH

WHEREAS, SELLER and CONSUMER have an Agreement under which SELLER provides treated potable water to CONSUMER for resale; and

WHEREAS, CONSUMER desires to obtain from SELLER treated potable water in excess of the current metered capacity and is willing to pay capital recovery charges; and

WHEREAS, SELLER is willing to be paid capital recovery charges on an incremental basis.

NOW, THEREFORE, in consideration of the mutual terms and conditions hereinafter set forth, SELLER and CONSUMER hereby agree to amend and supplement said Agreement as follows:

1. CONSUMER shall pay to SELLER the SELLER'S capital recovery charge based upon the SELLER'S definition of an Equivalent Residential Unit (ERU). Exhibit A-1 (two pages) is a table containing ERU conversions for most types of connections. When a type of connection is proposed which is not listed in Exhibit A-1, the CONSUMER will calculate ERUs based upon one ERU equals 300 gallons per day average demand or one ERU equals 420 gallons per day maximum day demand, whichever calculation results in the most ERUs. CONSUMER acknowledges and agrees that the SELLER'S ERU conversions are subject to change by the SELLER at any time and that the conversions to be used by the CONSUMER are those prevailing at the time capacity is committed. The SELLER will provide CONSUMER 60-day notice of changed ERU conversions. The ERU conversions shall be identical for the same class of service as are or may be in effect throughout the SELLER'S service area.

2. CONSUMER warrants and represents that CONSUMER has as of the date of this Agreement, "Committed Capacity" to others as shown by Exhibit C-1 (five pages). As used in this Amendment "Committed Capacity" means CONSUMER'S approval and subsequent recording of plats. CONSUMER will include a note on each plat recorded after the date of this First Amendment which clearly states the potable water ERUs attributable to the plat.

3. CONSUMER and SELLER agree that the combined amount of metered capacity of the two current points of connection equates to the "committed capacity" by the CONSUMER. These points of connection are shown on Exhibit B-1 (one page).

1992 JAN 31 AM 8:42

BK 19127PG0077

ENVIRONMENTAL

CITY OF COCONUT CREEK
RECEIVED
MAR 30 1992
DEPARTMENT OF
PUBLIC WORKS

Approved: 12/23/91-117
Submitted By: OES-Eng

RETURN TO DOCUMENT CONTROL

PAGE 4

"B"

RETURN TO FRONT RECORDING

mc

4. CONSUMER will pay to SELLER the SELLER'S capital recovery charge (currently \$699 per ERU) for capacity committed to by CONSUMER which is not included in Exhibit C-1. Payment is due and payable within 30 days of the end of the month during which the capacity was committed. CONSUMER shall prepare and forward a report with the payment. The report shall include a copy of the plat, ERUs committed, ERU calculations and the corresponding amount due the SELLER.
5. CONSUMER acknowledges and agrees that the SELLER'S capital recovery charge is subject to change by the SELLER at any time and that the rates or charges due and payable by the CONSUMER are those prevailing at the time capacity is committed. The SELLER shall hold public hearings on changes to the capital recovery charge in the manner provided by law and after thirty (30) days written notice to CONSUMER of said public hearing.
6. If a plat is modified and the modification results in an increase in the number of ERUs associated with the plat, the CONSUMER will pay to SELLER the prevailing capital recovery charge for the additional ERUs. Plat modifications that result in a decrease in the number of ERUs associated with the plat will be credited at the amount actually paid per ERU to the next payment from the CONSUMER to the SELLER.
7. SELLER shall not be required to approve an HRS permit until after the capacity has been committed by the CONSUMER and the CONSUMER has so notified the SELLER. CONSUMER agrees that SELLER will not approve HRS permits for a plat in excess of the capacity committed to the plat.
8. If any section, subsection sentence, clause, phrase or portion of this Amendment is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate distinct and independent provision of such holding shall not affect the validity of the remaining portions hereof.
9. The numerical references in this First Amendment do not coincide with the numerical references in the Agreement.
10. Except as modified herein, the Agreement between the parties shall remain in full force and effect.

BK 19127PG0078

CITY OF COCONUT CREEK
a municipal corporation organized
and existing under the laws of the
State of Florida

ATTEST:

By: *Steven Magee*
Steven Magee, City Manager

By: *Angela A. Bender*
Angela A. Bender, CMC/AE, City Clerk

Approved as to form:
By: *[Signature]*
Assistant City Attorney

STATE OF FLORIDA)
) ss.
COUNTY OF BROWARD)

I HEREBY CERTIFY that, on the 2nd day of October, 1991,
personally appeared before me, an officer fully authorized to administer
oaths and take acknowledgements, Steven Magee, City Manager and Angela A.
Bender, CMC/AE, City Clerk, both of the City of Coconut Creek, signing this
Agreement by and through the Coconut Creek City Councils action on the 26th
day of September, 1991.

WITNESS my hand and official seal at Coconut Creek, Broward County,
Florida, this 2nd day of October, 1991.

Quedry Bementtal
NOTARY PUBLIC, State of Florida

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. APR. 9, 1994
BONDED THRU GENERAL INS. UND.

BK 19127PG0079

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chair, authorized to execute same by Board action on the 23 day of Dec 1991; and the CITY OF COCONUT CREEK signing by and through _____ duly to authorized to execute same.

COUNTY

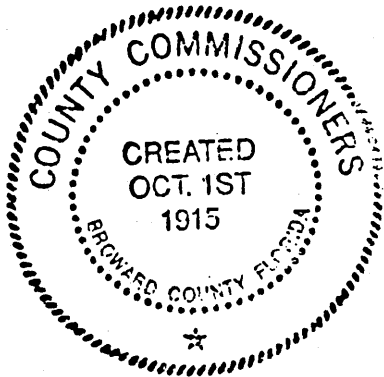
BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS

ATTEST

Chere Buser
County Administrator and Ex-Officio Clerk of the Board of County Commissioners of Broward County, Florida

[Signature]

By _____
23 day of Dec 1991



Approved as to form and legally by the Office of County Attorney for Broward County, Florida
JOHN J. COPELAN, JR. County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone (305) 357-7600

By [Signature]
Michael J. Kerr
Assistant General Counsel

WITNESS

By _____

_____ day of _____ 199

(STATE OF FLORIDA)
(COUNTY OF _____)

BK 19127PG0080

EXHIBIT A-1 (ERU CONVERSION)

TYPE OF CONNECTION	UNIT OF MEASURE	ERU
Single Family Residence	Per Residence	1.000
Duplex, Triplex, Townhouse & Apartment	Per Unit	.717
Mobile Home	Per Pad	.286
Airport (Employees Plus Passengers)	Per Employee	.056
	Per Passenger at Design	
	Peak Load	.014
Auditorium	Per Seat	.014
Bar or Cocktail Lounge	Per Seat	.056
Boarding School (Students Plus Staff)	Per Person	.286
Boarding House	Per Rented Room	.143
Bowling Alleys (Including Bar & Food Svce)	Per Lane	.572
Camps:		
Day (No Meals)	Per Person	.072
Luxury (Private Bath)	Per Person	.286
Labor	Per Person	.286
Youth & Recreation	Per Person	.043
Churches		
Without Kitchen	Per Sanctuary Seat	.008
With kitchen	Per Sanctuary Seat	.018
Construction Camps (Semi-Permanent)	Per Person	.143
Day Schools:		
With Cafeterias, Gyms & Showers	See Note (1)	.072
Without Cafeterias, Gyms & Showers	See Note (1)	.043
With Cafeterias but no Gyms & Showers	See Note (1)	.056
Factories: (No Processing or Industrial)		
With Showers	Per Employee at Peak Employment	.098
Without Showers	Per Employee at Peak Employment	.056
Hospitals:		
With Laundry	Per Bed	.717
Without Laundry	Per Bed	.571
Landscape & Lawn: (1000 Sq. Ft. Minimum Charge)	Per 1000 Sq. Ft. of Area	.933
Laundromats:		
	Per Commercial Machine	1.142
	Per Coin Operated Machine	.600
	Per Room or Suite	.428
Motels & Hotels	Per Seat	.014
Movie Theatres	Per Bed	.286
Nursing Homes	Per 100 Sq. Ft.	.056
Offices		

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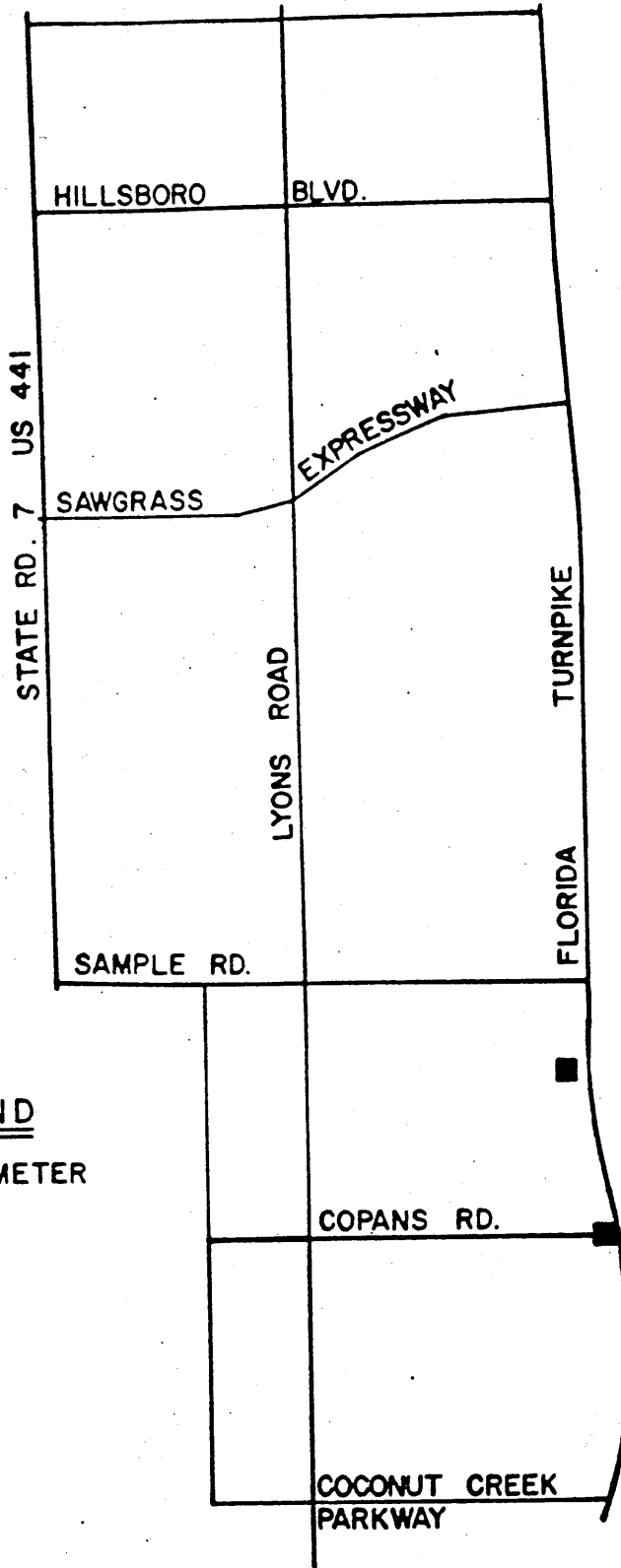
<u>TYPE OF CONNECTION</u>	<u>UNIT OF MEASURE</u>	<u>ERU</u>
Picnic Parks or Remote Individual Facilities		
Shower	Per Shower	.014
Toilets	Per Toilet	.014
Public Institutions (Employees Plus Patrons)	Per employee	.286
	Patron in Total per 1000 Sq. Ft.	.286
Rental Self Storage Facility (Not Including Office)	Per 1000 Sq. Ft. of Rental Space	.056
	Per Employee	.056
Restaurants (Including Toilets)		
24 Hours	Per Seat	.143
NOT 24 Hours	Per Seat	.104
Drive-In	Per Car Space	.043
Cocktail Lounge	Per Seat	.056
Service Stations (Bays plus Pumps)		
	Per Auto Repair Bay	1.000
	Per Fuel Pump	.286
Shopping Centers (No Food Service or Laundry) (1000 Sq. Ft. Minimum Charge)	Per 1000 Sq. Ft. of Floor Space	.289
Stadiums, Frontons, Ball Parks	Per Seat	.014
Stores: (No Food Service or Laundry) (1000 Sq. Ft. Minimum Charge)	Per 1000 Sq. Ft. of Floor Space	.289
Swimming Pools	Per Person	.026
Travel Trailer Parks :		
With Central Facilities	Per Space	.143
With Individual Facilities	Per Space	.286
Vacation Cottages	Per Bedroom	.286
Warehouses:		
(No Food Service or Laundry) (1000 Sq. Ft. Minimum Charge)	Per 1000 Sq. Ft. of Floor Space	.289

The basis for determining ERUs for types of connections not listed is 300 gpd average day demand or 420 gpd maximum day demand, whichever results in the most ERUs.

Note (1) Per pupil at design peak enrollment



NQT TO SCALE



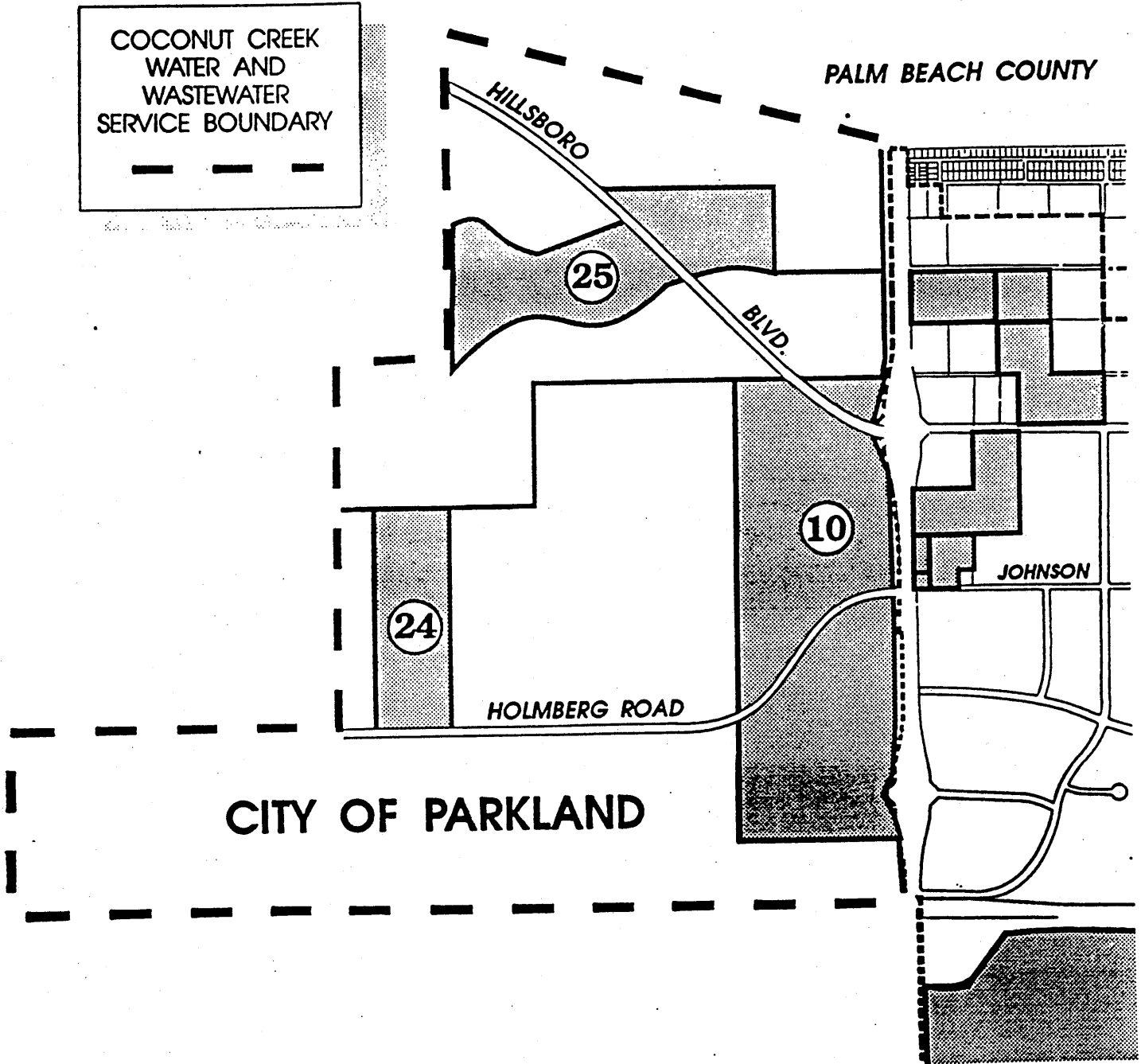
LEGEND

■ EXIST. 10" METER

BK 19127PG0083

EXHIBIT B-1
EXISTING POINTS OF CONNECTION
BROWARD COUNTY CITY OF COCONUT CREEK

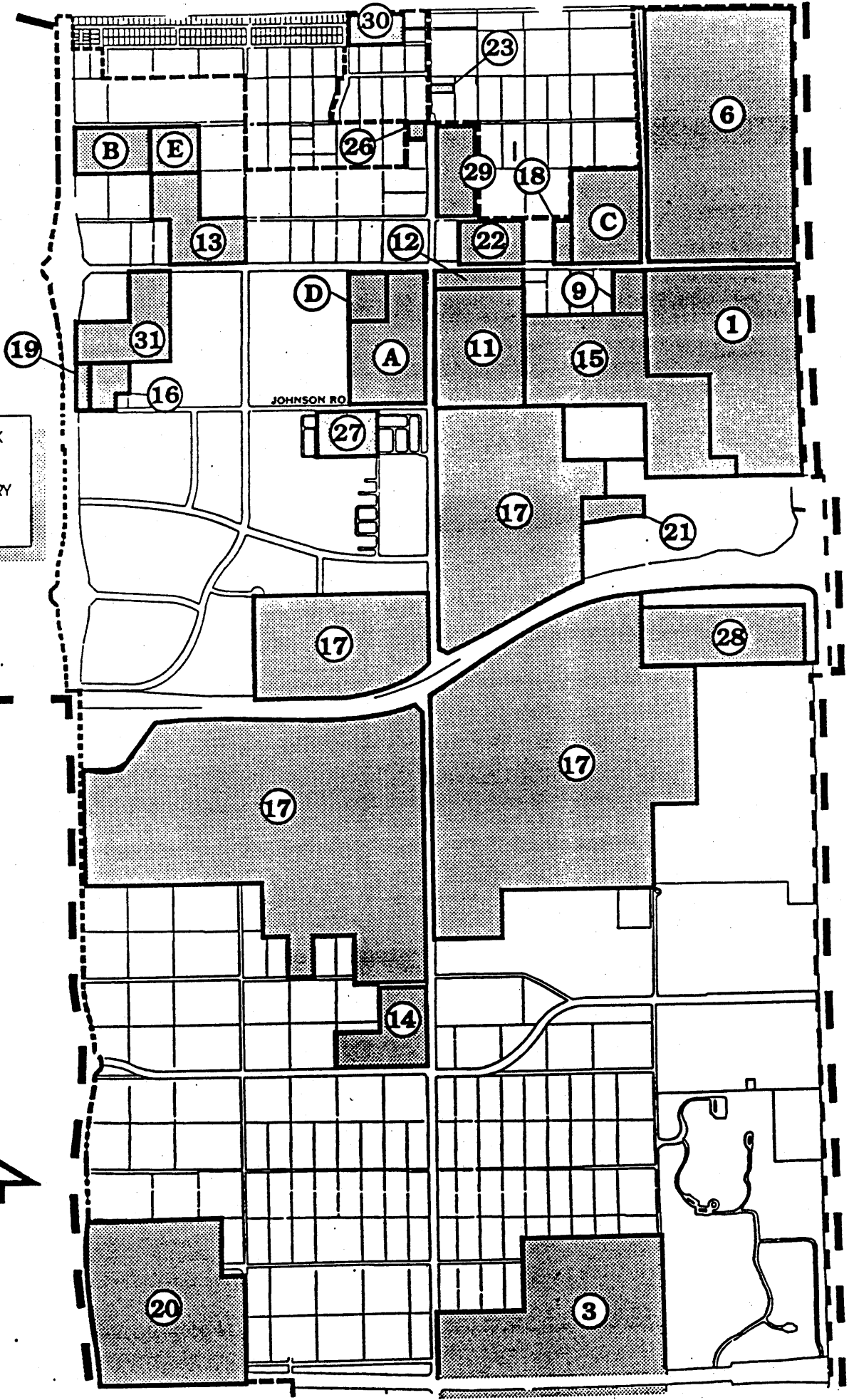
EXHIBIT C-1
CITY OF COCONUT CREEK
WATER AND WASTEWATER SERVICE AREA



BK 19127PG0084

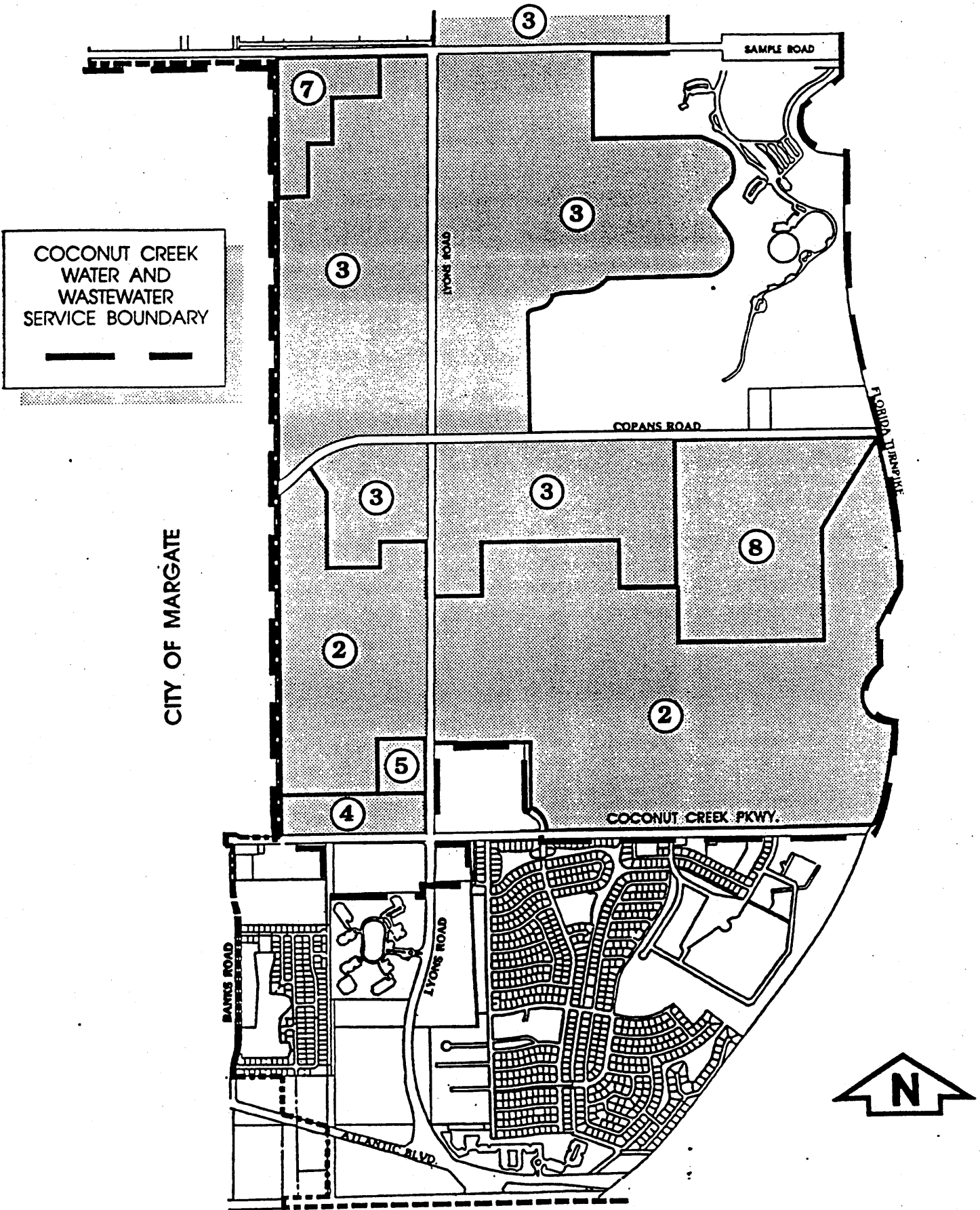
CITY OF PARKLAND

COCONUT CREEK
WATER AND
WASTEWATER
SERVICE BOUNDARY



BK 19127PG0085

SOUTH OF SAMPLE ROAD



BK 19127PG0086

WATER AND WASTEWATER AGREEMENTS

CITY OF COCONUT CREEK

AUGUST 9, 1991

<u>DEVELOPER/OWNER NAME</u> <u>WATER & WASTEWATER AGREEMENT</u>	<u>PLAT NAME</u> <u>OR BLOCK & TRACT</u>	<u>DATE</u> <u>EXECUTED</u>
1) Tallowood (1)	See attached*	10-30-73
2) Wynmoor/Hammocks	See attached*	06-14-74
3) Tartan/Township	See attached*	12-13-78
4) Coconut Creek Plaza	Coconut Creek Plaza (113-12)	12-09-81
5) Lyons Plaza	Lyons Plaza (122-31)	06-15-83
6) Adios Golf Club (1)	Adios Plat (113-24)	07-19-83
7) Fisherman's Landing	Fisherman's Landing of CC(121-35)	05-22-84
8) Centura Parc	Centura Park of CC (120-16)	06-14-84
9) Coppola	Nick Coppola Plat (122-22)	06-27-84
10) Country's Point	Country's Point (119-29)	10-03-84
11) Deerfield Lake MHP(1)	See attached*	01-85
12) Gombos (1)	Gombos Plat (104-50)	01-85
13) Hillsboro MHP(1)	See attached*	01-85
14) Coral Lake MHP(1)	Block 89, Tracts 11,13 & 14	01-03-85
15) New Mark Glen MHP(1)	See attached*	01-03-85
16) El Rancho(1)	See attached*	05-16-85
17) Triumph/Amerifirst(1) a/k/a Winston Park	See attached*	01-09-86
18) Workingman's Nursery	Wornkingman Nursery (126-22)	01-03-86
19) Colonial Plaza	See attached*	07-10-86
20) WPK Associates	Commerce Center of CC (131-30)	03-23-87
21) Christ Church	See attached*	04-27-87
22) Wilkes, J.P.	Hillsboro Center No.2 (133-44)	12-09-87
23) Cooper, Maureen & George	See attached*	03-22-88
24) Cypress Trail/Rahn Venture 2	Cypress Trail (138-3)	05-26-88
25) Mecca Farms	See attached*	07-07-88
26) Apostolic Christian Church	Aposto. Christ. Church Pl.(116-14)	10-23-88
27) Lyons Road Business Park	See attached*	11-10-88

BK 19127PG0087

<u>DEVELOPER/OWNER NAME</u> <u>WATER & WASTEWATER AGREEMENT</u>	<u>PLAT NAME</u> <u>OR BLOCK & TRACT</u>	<u>DATE</u> <u>EXECUTED</u>
28) Parkwood V	Parkwood V (140-6)	03-16-89
29) Coscan of Florida	Sabal Pines (138-32)	04-13-89
30) Renfrew Center of Florida	Renfrew Ctr. of Fla. Sub.(141-15)	09-28-89
31) James Burke(1)	See attached*	06-12-91

* Denotes parcel for which the legal description can be best illustrated with the agreement's exhibit for illustrating the area attached; copies of the attached exhibits are correlated by corresponding circled numbers in the lower left corners.

(1) These developments are a part of the CCPEC Agreement. Those parcels which to date have not entered into a separate water and sewer agreement are as follows:

- A) First National Bank of Bartersville
- B) Mr. & Mrs. Leonard Dudziak
- C) Dies Trust
- D) Fred Lundsford
- E) Melvin Schaffer & Mr. & Mrs. James Plafian

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY FLORIDA
COUNTY ADMINISTRATOR

W&WA4®

RESOLUTION NO. 91-95

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCONUT CREEK, BROWARD COUNTY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED FIRST AMENDMENT TO AGREEMENT, AMENDING THE WATER PURCHASE AGREEMENT DATED OCTOBER 30, 1973, BETWEEN THE CITY OF COCONUT CREEK AND BROWARD COUNTY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City and Broward county entered into a Large User Water Agreement dated October 30, 1973; and

WHEREAS, the City and Broward County desire to amend the terms and conditions of the Agreement dated October 30, 1973, and amend the service area attached as an exhibit to said Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCONUT CREEK, FLORIDA:

Section 1: That the City Manager is hereby authorized to execute the attached First Amendment to Agreement between the City of Coconut Creek and Broward County, Florida, amending the Large User Agreement for water dated October 30, 1973.

Section 2: That this Resolution shall be in effect immediately upon its passage and adoption.

Adopted this 26th day of September, 1991, on a motion by

Vice Mayor Ron Greenstein and seconded by Councilman George Gerber.

Ayes 5

Nays 0

Absent or
Abstaining 0

Sam Goldsmith
Sam Goldsmith, Mayor

ATTEST:

Angela A. Bender
Angela A. Bender, CMC/AAE
City Clerk

Goldsmith Aye

Greenstein Aye

Niss Aye

Gerber Aye

Cecere Aye

**SECOND
AMENDMENT TO
AGREEMENT FOR
POTABLE WATER
EFFECTIVE DATE
OCTOBER 4, 1994**

**(PROVIDING FOR TREATED POTABLE WATER
IN EXCESS OF THE THEN-CURRENT
METERED CAPACITY**

Prepared By: Ronald T. Duggan, Esq.
Return To: Stuart & Walker - (Will Call)
600 N. E. 3rd Avenue
Ft. Lauderdale, FL 33304

94-566290
11-27-94

07:33AM

W

SECOND AMENDMENT TO AGREEMENT

This is the Second Amendment to the Agreement dated October 30, 1973, between Broward County, a political subdivision of the State of Florida hereinafter called "SELLER" and the City of Coconut Creek, hereinafter called "CONSUMER".

W I T N E S S E T H

WHEREAS, SELLER and CONSUMER have an Agreement under which SELLER provides treated potable water to CONSUMER for resale; and

WHEREAS, CONSUMER desires to obtain from SELLER treatable potable water in excess of the current metered capacity and is willing to pay capital recovery charges; and

WHEREAS, SELLER is willing to be paid capital recovery charges on an incremental basis.

NOW, THEREFORE, in consideration of the mutual terms and conditions hereinafter set forth, SELLER and CONSUMER hereby agree to amend and supplement said Agreement as follows:

1. CONSUMER warrants and represents that CONSUMER has as of the date of this Agreement, entered into agreements providing for potable water service to others as shown by Exhibit C-1 (five pages).

2. CONSUMER will pay to SELLER the SELLER'S capital recovery charge (currently \$699 per ERU) for capacity required by CONSUMER which is not included in Exhibit C-1. Payment is due and payable when CONSUMER applies for an HRS permit for a water transmission system for a plat. Should any plat be developed in phases, payment shall be due on the number of ERUs in the phase for which an application has been made for an HRS permit. CONSUMER shall prepare and forward a report with the application and payment. The

Will Call Tri-County CTHS Comments

BK22863PG0213

[Handwritten initials]

report shall include a copy of the plat, a copy of the approved site plan, ERUs required, ERU calculations, and the corresponding amount due the SELLER.

3. SELLER shall not be required to approve an HRS permit until after the capital recovery charge has been paid by the CONSUMER and the CONSUMER has so forwarded the report referenced in paragraph 2 hereof to the SELLER.

4. After the HRS permit has been issued, should CONSUMER become aware through a change in site plan application, building permit application or occupational license application, that a use has increased its demand for ERUs, CONSUMER shall collect an additional capital recovery charge for each additional ERU and forward same to SELLER. Failure on the part of CONSUMER to so collect and forward an additional charge shall not be grounds for default under this agreement, if such failure is the result of mistake, inadvertence, lack of knowledge, or other non-intentional failure.

5. If any section, subsection sentence, clause, phrase or portion of this Amendment is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate distinct and independent provision of such holding and shall not affect the validity of the remaining portions hereof.

6. The numerical references in this Second Amendment do not coincide with the numerical references in the Agreement, or with the numerical references in the First Amendment to Agreement dated December 23, 1991.

7. Except as modified herein, the Agreement between the parties and the First Amendment thereto shall remain in full force and effect.

BK22863PG0214

8. Should any conflict exist between the provisions of this Second Amendment and the provisions of the First Amendment, the provisions of this Second Amendment shall take precedence to the extent of the conflict.

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

10. This Agreement has been negotiated and drafted by all parties hereto and shall not be more strictly construed against any party because of such parties' preparation of this Agreement.

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

12. This agreement shall be binding upon the parties hereto and their successors.

13. In the event it becomes necessary for any reason to construe this Agreement as permitted by the rules of evidence of the State of Florida this Agreement will be construed as being jointly prepared and drafted by all parties hereto.

CITY OF COCONUT CREEK
a municipal corporation organized
and existing under the laws of the
State of Florida

ATTEST:

Angela A. Bender
Angela A. Bender, CMC/AAE
City Clerk

By: John P. Kelly
John P. Kelly, City Manager

Approved as to form:

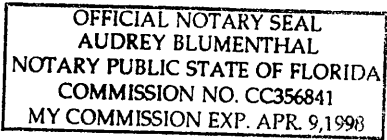
By: Francis M. ...
City Attorney

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

On this 13th day of September, 1994, before me personally appeared John P. Kelly, City Manager of the City of Coconut Creek, who is personally known to me or who has produced _____ as identification, and who did (did not) take an oath, and acknowledged before me that he executed this Second Amendment to Agreement by and through the Coconut Creek City Commissions' action.

Subscribed and sworn to before me on the date and place first above written.

My Commission Expires:



Audrey Blumenthal
Notary Public, State of Florida
AUDREY BLUMENTHAL
Typed/Printed Name

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

On this 13th day of September, 1994, before me personally appeared Angela A. Bender, City Clerk of the City of Coconut Creek, who is personally known to me or who has produced _____ as identification, and who did (did not) take an oath, and acknowledged before me that she

BK22863PG0216

executed this Second Amendment to Agreement by and through the Coconut Creek City Commissions' action.

Subscribed and sworn to before me on the date and place first above written.

My Commission Expires:

OFFICIAL NOTARY SEAL
AUDREY BLUMENTHAL
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC356841
MY COMMISSION EXP. APR. 9, 1998

Audrey Blumenthal
Notary Public, State of Florida
AUDREY BLUMENTHAL
Typed/Printed Name

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chair, authorized to execute same by Board action on the 4th day of October, 1994; and the CITY OF COCONUT CREEK signing by and through _____ duly authorized to execute same.

COUNTY

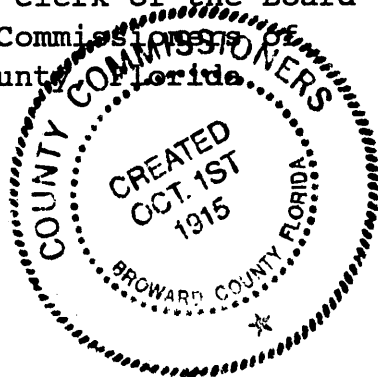
BROWARD COUNTY through its
BOARD OF COUNTY COMMISSIONERS

ATTEST:

[Signature]
County Administrator and
Ex-Officio Clerk of the Board
of County Commissioners,
Broward County, Florida

By:

[Signature]
V. Chair
4th day of October, 1994.



Approved as to form and legally by
the Office of County Attorney for

Broward County, Florida JOHN J. COPELAN, JR., County Attorney Governmental Center, Suite 423 115 S. Andrews Avenue, Fort Lauderdale, FL 33301 Telephone: (305) 357-7600

By: [Signature] Michael J. Kerr, Assistant General Counsel

WITNESS

By: _____

____ day of _____, 199__.

STATE OF FLORIDA)

ss:

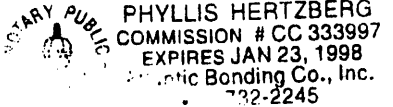
COUNTY OF BROWARD)

On this 4th day of October, 1994, before me personally appeared SUZANNE N. GUNZBURGER, who executed this document on behalf of Broward County, Board of County Commissioners, who is personally known to me or who has produced _____ as identification, and who did (did not) take an oath, and acknowledged before me that he/she executed this Second Amendment to Agreement.

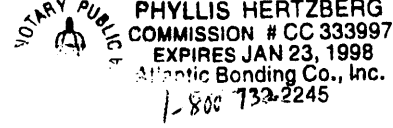
Subscribed and sworn to before me on the date and place first above written.

My Commission Expires:

[Signature]
Notary Public, State of Florida



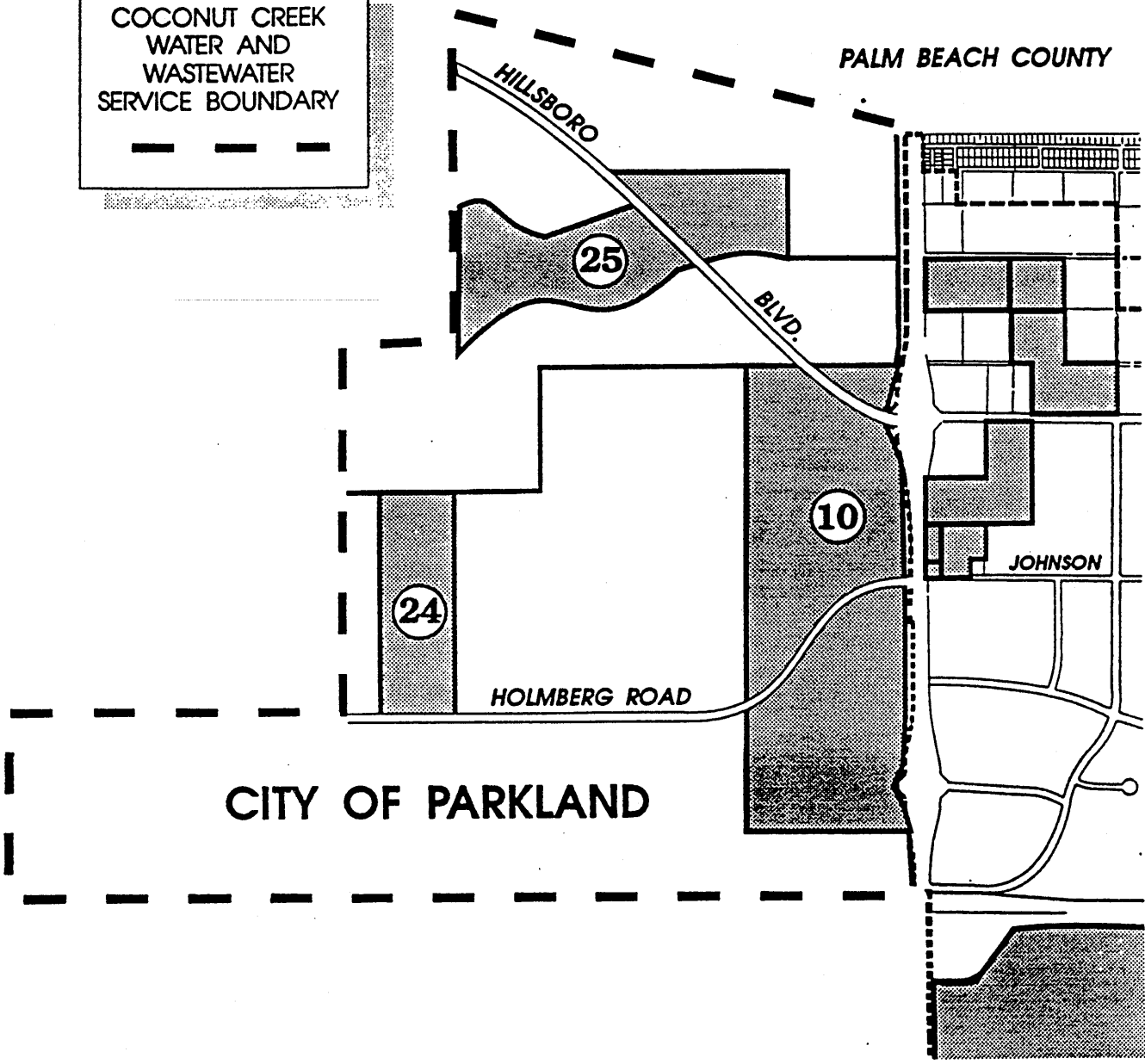
Typed/Printed Name



BR22863PG0218

EXHIBIT C-1
CITY OF COCONUT CREEK
WATER AND WASTEWATER SERVICE AREA

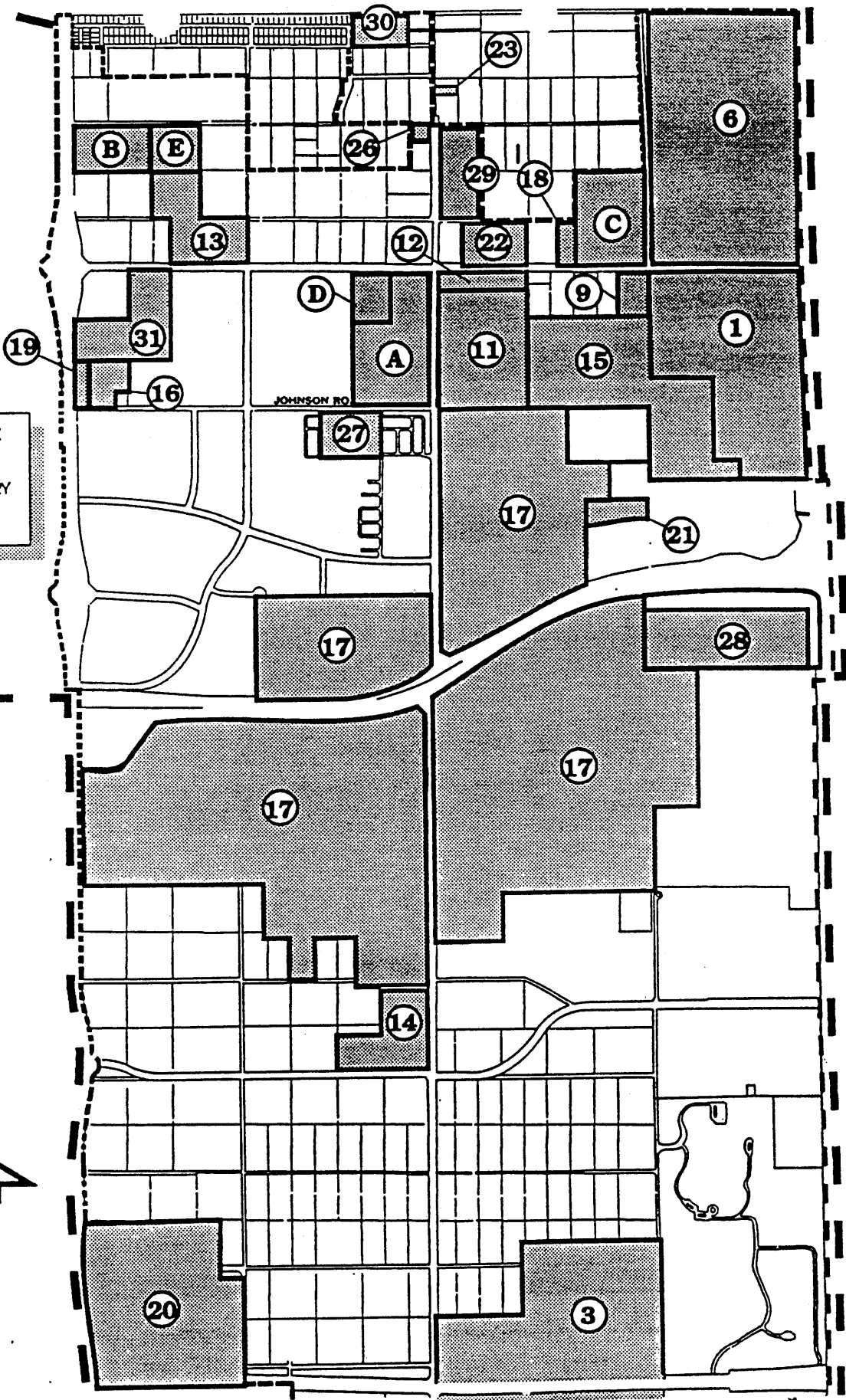
COCONUT CREEK
WATER AND
WASTEWATER
SERVICE BOUNDARY
- - - - -



BK 22863PG0219

CITY OF PARKLAND


COCONUT CREEK
WATER AND
WASTEWATER
SERVICE BOUNDARY



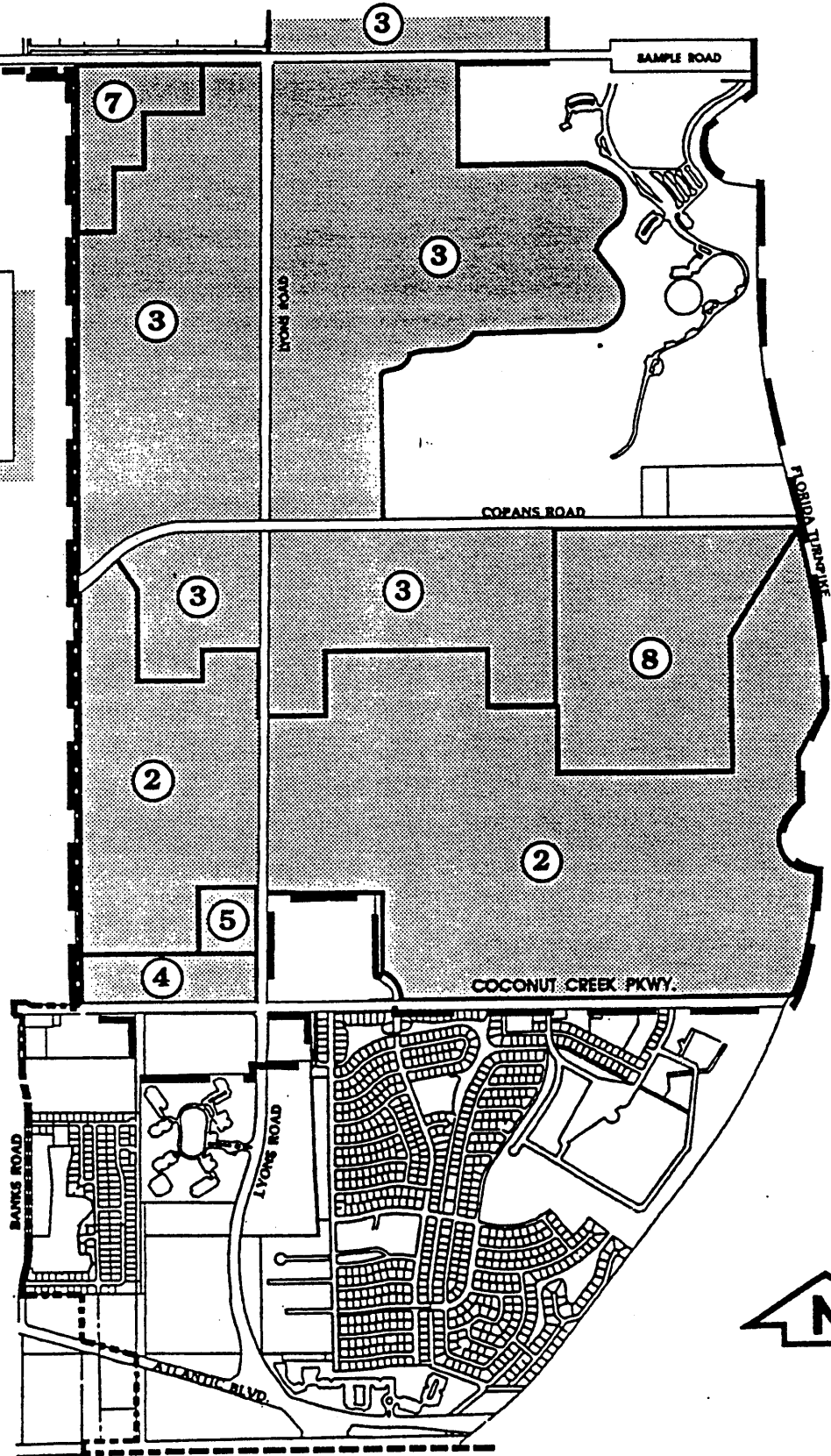
BK 2 2863 PG 0220

SOUTH OF SAMPLE ROAD

COCONUT CREEK
WATER AND
WASTEWATER
SERVICE BOUNDARY



CITY OF MARGATE



BR 22863PG0221

WATER AND WASTEWATER AGREEMENTS

CITY OF COCONUT CREEK

AUGUST 9, 1991

<u>DEVELOPER/OWNER NAME</u> <u>WATER & WASTEWATER AGREEMENT</u>	<u>PLAT NAME</u> <u>OR BLOCK & TRACT</u>	<u>DATE</u> <u>EXECUTED</u>
1) Tallowood (1)	See attached*	10-30-73
2) Wynmoor/Hammocks	See attached*	06-14-74
3) Tartan/Township	See attached*	12-13-78
4) Coconut Creek Plaza	Coconut Creek Plaza (113-12)	12-09-81
5) Lyons Plaza	Lyons Plaza (122-31)	06-15-83
6) Adios Golf Club (1)	Adios Plat (113-24)	07-19-83
7) Fisherman's Landing	Fisherman's Landing of CC(121-35)	05-22-84
8) Centura Parc	Centura Park of CC (120-16)	06-14-84
9) Coppola	Nick Coppola Plat (122-22)	06-27-84
10) Country's Point	Country's Point (119-29)	10-03-84
11) Deerfield Lake MHP(1)	See attached*	01-85
12) Gombos (1)	Gombos Plat (104-50)	01-85
13) Hillsboro MHP(1)	See attached*	01-85
14) Coral Lake MHP(1)	Block 89, Tracts 11,13 & 14	01-03-85
15) New Mark Glen MHP(1)	See attached*	01-03-85
16) El Rancho(1)	See attached*	05-16-85
17) Triumph/Amerifirst(1) a/k/a Winston Park	See attached*	01-09-86
18) Workingman's Nursery	Wornkingman Nursery (126-22)	01-03-86
19) Colonial Plaza	See attached*	07-10-86
20) WPK Associates	Commerce Center of CC (131-30)	03-23-87
21) Christ Church	See attached*	04-27-87
22) Wilkes, J.P.	Hillsboro Center No.2 (133-44)	12-09-87
23) Cooper, Maureen & George	See attached*	03-22-88
24) Cypress Trail/Rahn Venture 2	Cypress Trail (138-3)	05-26-88
25) Mecca Farms	See attached*	07-07-88
26) Apostolic Christian Church	Aposto. Christ. Church Pl.(116-14)	10-23-88
27) Lyons Road Business Park	See attached*	11-10-88

BK22863PG0222

<u>DEVELOPER/OWNER NAME</u> <u>WATER & WASTEWATER AGREEMENT</u>	<u>PLAT NAME</u> <u>OR BLOCK & TRACT</u>	<u>DATE</u> <u>EXECUTED</u>
28) Parkwood V	Parkwood V (140-6)	03-16-89
29) Coscan of Florida	Sabal Pines (138-32)	04-13-89
30) Renfrew Center of Florida	Renfrew Ctr. of Fla. Sub.(141-15)	09-28-89
31) James Burke(1)	See attached*	06-12-91

* Denotes parcel for which the legal description can be best illustrated with the agreement's exhibit for illustrating the area attached; copies of the attached exhibits are correlated by corresponding circled numbers in the lower left corners.

(1) These developments are a part of the CCPEC Agreement. Those parcels which to date have not entered into a separate water and sewer agreement are as follows:

- A) First National Bank of Bartersville
- B) Mr. & Mrs. Leonard Dudziak
- C) Dies Trust
- D) Fred Lundsford
- E) Melvin Schaffer & Mr. & Mrs. James Plafian

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
COUNTY ADMINISTRATOR

BK 22863PG0223

W&WA4®

**THIRD AMENDMENT
TO
AGREEMENT FOR
POTABLE WATER
EFFECTIVE DATE
MARCH 7, 2000**

**(PROVIDING FOR AN ADDITIONAL
CONNECTION TO COUNTY'S POTABLE
WATER SYSTEM & EXTENDING THE TERM OF
THE AGREEMENT, AS PREVIOUSLY
AMENDED)**

THIRD AMENDMENT
TO
POTABLE WATER FOR RESALE AGREEMENT
BETWEEN
BROWARD COUNTY
AND
CITY OF COCONUT CREEK

THIRD AMENDMENT
TO
POTABLE WATER FOR RESALE AGREEMENT
BETWEEN
BROWARD COUNTY
AND
CITY OF COCONUT CREEK

This is the Third Amendment (this "Amendment") to the Agreement dated October 30, 1973, between Broward County a political subdivision of the State of Florida, hereafter referred to as "SELLER," and the City of Coconut Creek, hereafter referred to as "CONSUMER," as amended by the Second Amendment to Agreement executed by SELLER on October 4, 1994, and the First Amendment to Agreement executed by SELLER on December 23 1991 (as amended by the First Amendment and the Second Amendment, the "Original Agreement") (the Original Agreement as amended by this Amendment is hereinafter referred to as the "Agreement").

WITNESSETH

WHEREAS, under the Original Agreement SELLER provides treated potable water to CONSUMER for resale; and

WHEREAS, the Original Agreement specifies a term ending 40 years after the date of completion and approval of the interconnection between SELLER's and CUSTOMER's facilities; and

WHEREAS, CONSUMER desires an additional connection to the SELLER's potable water transmission system; and

WHEREAS, SELLER has no objection to an additional connection;

NOW, THEREFORE, in consideration of the mutual terms and conditions hereinafter set forth, SELLER and CONSUMER hereby agree to amend and supplement the Original Agreement as follows:

1. A third connection to the SELLER's potable water system for the benefit of CONSUMER, generally located at NW 48 Street near the Florida Turnpike in Coconut Creek, is to be constructed pursuant to a separate agreement entitled "Interlocal Agreement Between City of Coconut Creek and Broward County For Third Connection To The District 2 Potable Water System," hereafter referred to as CONSTRUCTION AGREEMENT. Exhibit B-1 to the Original Agreement is hereby replaced with the attached Exhibit B-1 (Third Amendment), which shows the general location of the third connection.
2. After the CONSUMER has completed all of its obligations under the CONSTRUCTION AGREEMENT to the satisfaction of SELLER, SELLER will pay \$75,000 to CONSUMER. CONSUMER agrees that this payment does not set a precedent for SELLER paying for a portion of any future additional connections.
3. CONSUMER acknowledges that SELLER's potable water distribution system has been designed to support this third connection, but has not been designed to support any additional future connections.
4. The term of the Original Agreement is hereby extended to the end of the SELLER's next full succeeding fiscal year subsequent to such time as all obligations, notes or bonds heretofore or hereafter issued for the financing of the SELLER's potable water system, or any part thereof, are retired or satisfied. Nothing herein shall cause this Agreement to be extended for more than 40 years from the date of this Amendment. The Agreement will not be canceled during the term hereof on any conditions except by mutual cancellation or extension agreement between the parties hereto, which will be a written document executed with the same formality and of equal dignity herewith.
5. Any increase in the rate charged to CONSUMER shall not exceed the percentage of increase enacted for SELLER's retail customers. This percentage increase shall be determined by the percentage difference found from a comparison of the total of all retail water revenues before and after the rate increase for all retail customer classes when identical volumetric units and meter bases are used.
6. SELLER and CONSUMER agree that each requirement, duty, and obligation set forth in the Agreement is substantial and important to the formation of the Agreement and, therefore, is a material term thereof.
7. SELLER's failure to enforce any provision of the Agreement shall not be deemed a waiver of such provision or modification of the Agreement. A waiver of any breach of a provision of the Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of the Agreement.

8. The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of the Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
9. The Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for litigation concerning the Agreement shall be in Broward County, Florida.
10. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Amendment and executed by SELLER and CONSUMER.
11. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
12. This Agreement may be fully executed in multiple copies by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.
13. The numerical references in this Amendment do not coincide with the numerical references in the first two amendments or in the Agreement.
14. Except as modified herein, the Agreement remains in full force and effect. Should any conflict exist between the provisions of this Amendment and the Agreement, the provisions of this Amendment shall take precedence to the extent of the conflict.
15. This Amendment shall be binding upon the parties hereto and their successors.

(The remainder of the page intentionally left blank.)

IN WITNESS WHEREOF, the parties hereto have made and executed this Third Amendment to Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chair or Vice Chair, authorized to execute same by Board action on the 7th day of March, 2000, and City of Coconut Creek, signing by and through its City Manager, authorized to execute same Commission/Council action on the 28th day of October, 1999.

COUNTY

ATTEST:

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

R. Ahl
County Administrator and Ex-Officio
Clerk of the Board of County
Commissioners of Broward County,
Florida

Suzanne N. Gunzburger
By: Suzanne N. Gunzburger
Chair

7th day of March, 2000.



Approved as to form by
Office of County Attorney
Broward County, Florida
EDWARD A. DION, County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By Anitra D. Lanczi 2-24-2000
Anitra D. Lanczi
Assistant County Attorney

THIRD AMENDMENT TO POTABLE WATER FOR RESALE AGREEMENT BETWEEN
BROWARD COUNTY AND CITY OF COCONUT CREEK

CITY

ATTEST:

CITY OF COCONUT CREEK

Barbara Albee
City Clerk

By: _____
Mayor - Commissioner

____ day of _____

By: John P. Kelly
City Manager

1st day of November, 1999

APPROVED AS TO FORM:

By: Nancy A. Cousins
et al. City Attorney
NANCY A. COUSINS

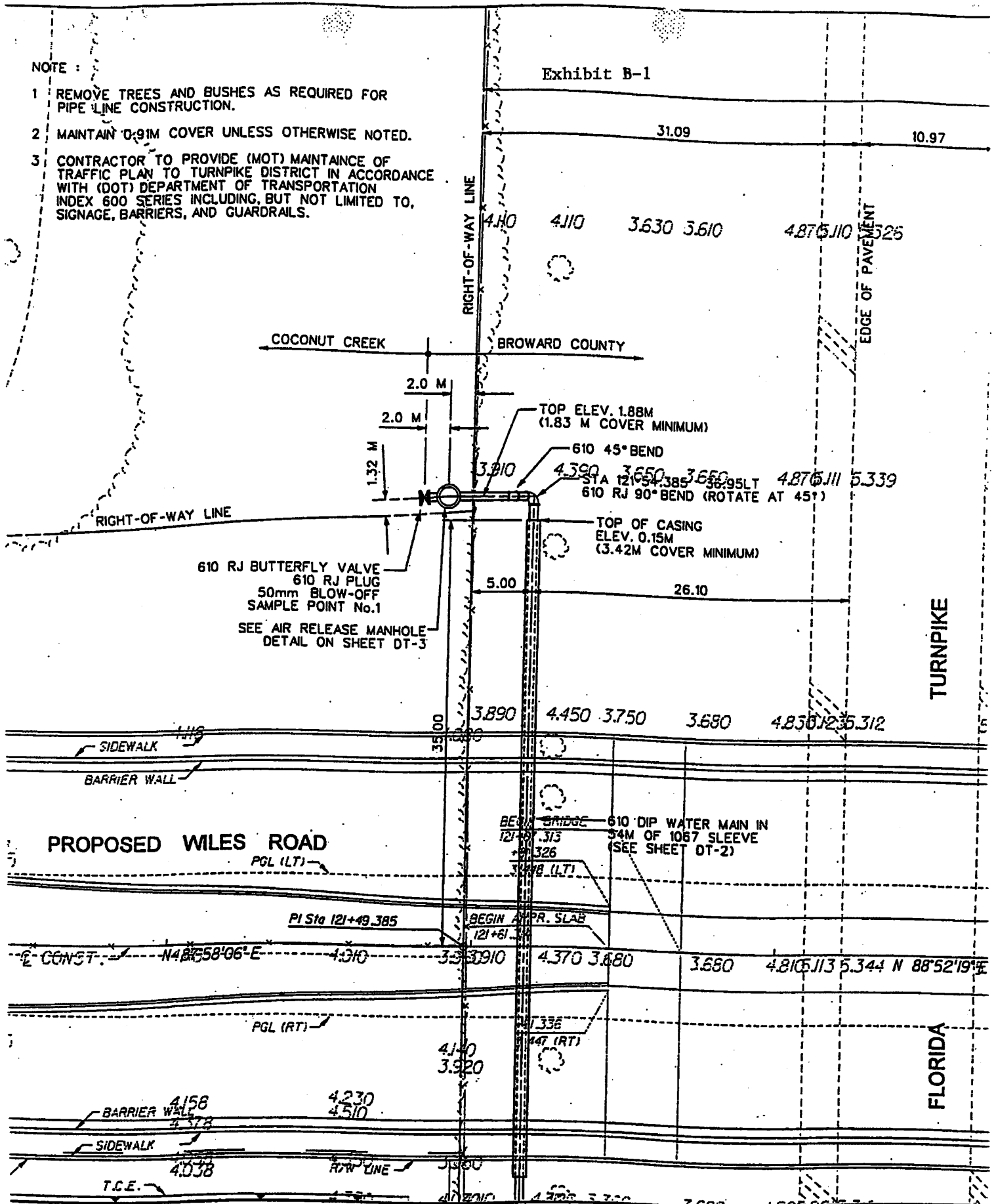
This Amendment is subject to the approval of the Broward County Board of County Commissioners as a condition precedent to its validity.

ADL:dp
10/20/99
coco3.a01

NOTE :

- 1 REMOVE TREES AND BUSHES AS REQUIRED FOR PIPE LINE CONSTRUCTION.
- 2 MAINTAIN 0.9M COVER UNLESS OTHERWISE NOTED.
- 3 CONTRACTOR TO PROVIDE (MOT) MAINTAINANCE OF TRAFFIC PLAN TO TURNPIKE DISTRICT IN ACCORDANCE WITH (DOT) DEPARTMENT OF TRANSPORTATION INDEX 600 SERIES INCLUDING, BUT NOT LIMITED TO, SIGNAGE, BARRIERS, AND GUARDRAILS.

Exhibit B-1

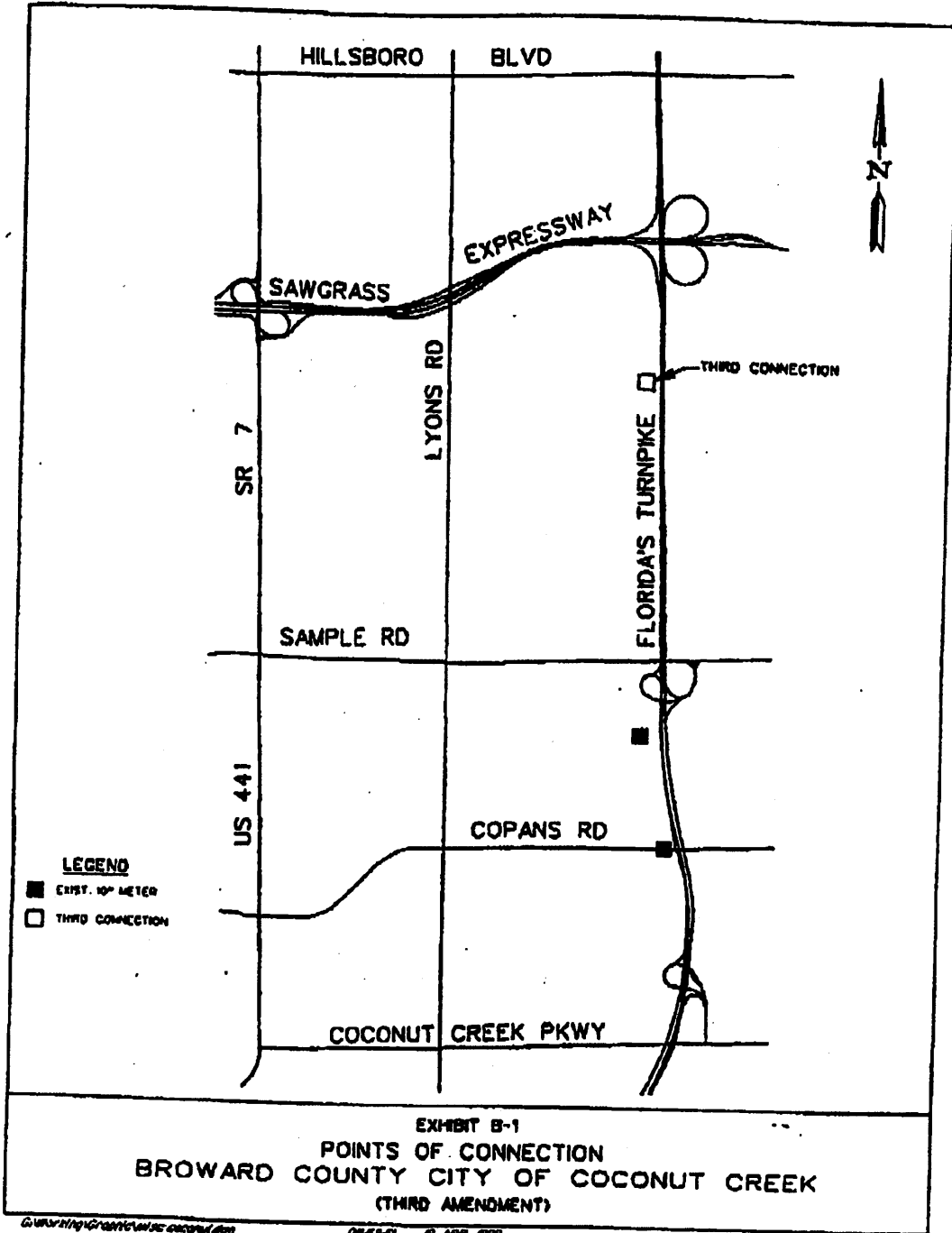


DESIGNED PER TURNPIKE AUTH	HEJ
REVISED PER MRS	HEJ
REVISED PER CLIENT	HEJ
REVISION	BY

Designed: HEJ 11/98
 Drawn: JAK 11/98
 Checked: WPS 01/99

APPROVED BY: WILLIAM P. SNOW, P.E.
 _____ DATE _____
 REGISTERED ENGINEER No. 42757
 STATE OF FLORIDA

CRAIG A. SMITH & ASSOCIATES
 CONSULTING ENGINEERS-PLANNERS-SURVEYORS
 1000 West McAlister Road - Pompano Beach
 Florida 33068 (954) 782-8222
 Fax: (954) 782-8227 E-Mail: csaasoc@craigasmith.com



RESOLUTION NO. 99-178

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE THIRD AMENDMENT TO THE POTABLE WATER FOR RESALE AGREEMENT ATTACHED HERETO AND MADE A PART HEREOF, BETWEEN THE CITY OF COCONUT CREEK AND BROWARD COUNTY; PROVIDING CONDITIONS OF APPROVAL; PROVIDING AN EFFECTIVE DATE.

WHEREAS, this is a Third Amendment to the Potable Water for Resale Agreement made and entered into by and between the City of Coconut Creek, and Broward County; and

WHEREAS, it is in the best interests of both parties to cooperate in a joint effort to work toward the common goals and objectives that each jurisdiction has in the development and maintenance of the Potable Water for Resale Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA:

Section 1: That the City Commission has reviewed and approves the Third Amendment to the Potable Water for Resale Agreement between the City of Coconut Creek, and Broward County, attached hereto and made a part hereof as Exhibit "A".

Section 2: That the City Manager is hereby authorized to execute the attached Agreement.

Section 3: That this Resolution shall take effect immediately upon its passage.

Adopted this 28th day of October, 1999 on a motion by Commissioner Fantl and seconded by Vice Mayor Gerber.

Ayes	<u>5</u>
Nays	<u>0</u>
Absent or Abstaining	<u>0</u>

Sam Goldsmith

Sam Goldsmith, Mayor

Attest:

Barbara S. Price
Barbara S. Price, CMC/AAE
City Clerk

Goldsmith	<u>Aye</u>
Gerber	<u>Aye</u>
Sacks	<u>Aye</u>
Fantl	<u>Aye</u>
Waldman	<u>Aye</u>

**FOURTH
AMENDMENT TO
AGREEMENT FOR
POTABLE WATER
EFFECTIVE DATE
MAY 29, 2013**

(TO ALLOW CITY TO OPERATE EMERGENCY
INTERCONNECTS WITH THIRD PARTIES AND
TO AMEND THE TERM OF THE AGREEMENT)

**FOURTH AMENDMENT
TO
POTABLE WATER FOR RESALE AGREEMENT
BETWEEN
BROWARD COUNTY
AND
CITY OF COCONUT CREEK**

This is the Fourth Amendment to the Agreement dated October 30, 1973, between Broward County, a political subdivision of the State of Florida, hereafter referred to as "SELLER," and City of Coconut Creek, hereafter referred to as "CONSUMER," collectively referred to as the "Parties."

WITNESSETH

WHEREAS, on October 30, 1973, SELLER and CONSUMER entered into an Agreement (the "Agreement"), under which SELLER provides treated potable water to CONSUMER for resale; and

WHEREAS, on December 23, 1991, SELLER and CONSUMER entered into a First Amendment to the Agreement, providing for treated potable water in excess of the then current metered capacity; and

WHEREAS, on October 4, 1994, SELLER and CONSUMER entered into a Second Amendment to the Agreement, providing for treated potable water in excess of the then current metered capacity; and

WHEREAS, on March 7, 2000, SELLER and CONSUMER entered into a Third Amendment to the Agreement, providing for an additional connection to SELLER's potable water system and extending the term of the Agreement, as previously amended; and

WHEREAS, CONSUMER desires to establish metered interconnects with third parties, including other municipalities, to be used, only under an emergency basis, to either purchase or sell potable water under emergency conditions; and

WHEREAS, SELLER has no objection to CONSUMER entering into arrangements with third parties for the provision of potable water under emergency conditions; NOW, THEREFORE

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments set forth herein, SELLER and CONSUMER agree as follows:

1. The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties and the recitals contained in the Whereas clauses are incorporated herein.

2. Section 2 of the Agreement is hereby amended to read as follows:

2. (a) During the continuance of this Agreement, the Consumer shall not purchase water from any person, firm, or corporation other than the Seller for distribution within the area described in Exhibit A hereto, so long as the Seller is able to supply all water required by the Consumer for said area, subject to the conditions herein set out, except by written consent of Seller evidenced by an amendment to this Agreement; and Seller shall not sell water to any person, firm, or corporation other than Consumer within the area described in Exhibit A.

(b) Notwithstanding the above, Consumer may establish emergency interconnects with third parties to be used, only under an emergency basis, to either purchase or sell potable water, under the following conditions:

(i) Consumer must notify Seller of any emergency interconnects established with third parties. Consumer must provide Seller with the location of the interconnect(s), size of the interconnect, and meter sizes and locations.

(ii) Consumer must assure that the meter(s) are installed, sized, and maintained to accurately measure water either flowing into or out of Consumer's service area through the interconnect(s).

(iii) Consumer must maintain the interconnect(s) in a locked position under normal circumstances. The interconnect(s) may not be activated without notice to Seller.

(iv) Seller will not be responsible for providing adequate flow to third parties through the interconnect(s).

(v) Consumer must notify Seller within 30 days of any modifications, including meter changes to the interconnect(s).

(vi) Consumer shall provide to Seller end-of-the-month readings of the meter(s) at each interconnect within 15 days of the end of each month.

3. Section 1 of the Agreement, as previously amended by paragraph 4 of the Third Amendment, is hereby amended by replacing same with the following (underlining omitted):

1. Seller agrees to sell to Consumer and Consumer agrees to buy from Seller potable water for resale to the citizens and customers of Consumer, under the terms and conditions set forth herein. This Agreement shall terminate at the end of Seller's next succeeding fiscal year subsequent to such time as all obligations, notes, and bonds heretofore or hereafter issued, for the financing of Seller's potable water supply, treatment, and transmission facilities, and any part of said facilities, are retired or satisfied. This Agreement shall not be canceled during the term hereof on any conditions except by mutual cancellation agreement between the parties hereto, which shall be a written document executed with the same formality and of equal dignity herewith.

4. Preparation of this Fourth Amendment has been a joint effort of Seller and Consumer, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

5. Except as otherwise specifically amended herein, the terms and conditions of the Agreement, as previously amended, shall remain unchanged and in full force and effect. In the event of a conflict between the terms and conditions of this Fourth Amendment and the terms and conditions set forth in the Agreement and prior Amendments, the Parties hereby agree that this document shall control.

6. This Fourth Amendment to the Agreement shall take effect upon execution by the Parties, and may be fully executed by the Parties in multiple copies, each of which, bearing original signatures, shall have the force and effect of an original document.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

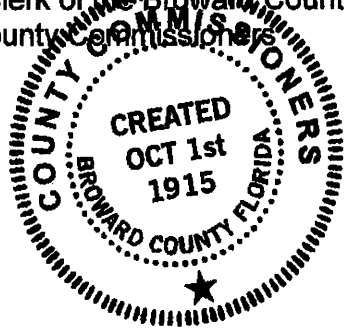
Coding: Words in ~~struck-through~~ type are deletions from existing text.
Words in underscored type are additions.

IN WITNESS WHEREOF, the parties have made and executed this Fourth Amendment to the Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the 14 day of May, 2013, and CITY OF COCONUT CREEK, signing by and through its City Manager, duly authorized to execute same.

SELLER

ATTEST:

[Signature]
Broward County Administrator, as
Ex-Officio Clerk of the Broward County
Board of County Commissioners



Insurance requirements
approved by Broward County
Risk Management Division

BROWARD COUNTY, by and through
its Board of County Commissioners

By [Signature]
Vice Mayor

29 day of May, 2013

Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By [Signature] 4/2/13
Signature (Date)

Risk Management Division

Jacqueline A. Blans
Name and Title above
Risk Insurance and
Contracts Manager

By [Signature] 4/9/13
Al A. DiCalvo (Date)
Assistant County Attorney

[Signature] 4/11/13
Michael J. Kerr
Chief Trial Counsel

AAD
10/2/12
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FOURTH AMENDMENT TO POTABLE WATER FOR RESALE AGREEMENT
BETWEEN BROWARD COUNTY AND CITY OF COCONUT CREEK

CONSUMER

ATTEST:

Barbara Steele
City Clerk

(SEAL)

CITY OF COCONUT CREEK

By _____
Mayor-Commissioner

_____ day of _____, 20__.

Paul J. ...
City Manager

5th day of March, 2013.

APPROVED AS TO FORM:

By Nancy A. Cousins
City Attorney

NANCY A. COUSINS

RESOLUTION NO. 2013- 20

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE FOURTH AMENDMENT TO THE POTABLE WATER FOR RESALE AGREEMENT BETWEEN THE CITY OF COCONUT CREEK AND BROWARD COUNTY; PROVIDING AN EFFECTIVE DATE

WHEREAS, on October 30, 1973, THE City and County entered into an Agreement (the "Agreement"), under which the County provides treated potable water to the City for resale; and

WHEREAS, on December 23, 1991, the City and the County entered into a First Amendment to the Agreement providing for treated potable water in excess of the then current metered capacity; and

WHEREAS, on October 4, 1994, the City and the County entered into a Second Amendment to the Agreement providing for treated potable water in excess of the then current metered capacity; and

WHEREAS, on March 7, 2000, the City and the County entered into a Third Amendment to the Agreement providing for an additional connection to Seller's potable water system and extending the term of the Agreement, as previously amended; and

WHEREAS, the City desires to enter into a Fourth Amendment to the Agreement with the County to extend the Agreement date and enable the City to establish emergency potable water connections from and to third parties; and

WHEREAS, it is in the best interests of both parties to cooperate in a joint effort to work towards the common goals and objectives that each jurisdiction has in the development and maintenance of the Potable Water for Resale Agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA:

Section 1: That the City Commission has reviewed and approves the Fourth Amendment to the Potable Water for Resale Agreement between the City and Broward County, attached hereto and made a part hereof as Exhibit "A".

Section 2: That the City Manager is hereby authorized to execute the attached Fourth Amendment between the City of Coconut Creek and Broward County.

Section 3: That this Resolution shall be in full force and effect immediately upon its adoption.

Adopted this 28th day of February 2013, on a motion by

_____ and seconded by _____.

Ayes 5

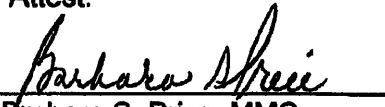
Nays 0

Absent or
Abstaining 0



Marilyn Gerber, Mayor

Attest:



Barbara S. Price, MMC
City Clerk

Gerber Aye

Belvedere Aye

Sarbone Aye

Tooley Aye

Aronson Aye