

**FIRST AMENDMENT  
TO THE  
WATER AND WASTEWATER AGREEMENT (Government)**

**THIS FIRST AMENDMENT** to the Water and Wastewater Agreement (Government) for water and wastewater services by and between **Broward County**, a political subdivision of the State of Florida (hereinafter "Developer"), and the **City of Coconut Creek**, a municipal corporation (hereinafter "City"), made and entered on November 18, 2010, as recorded in the Official Records Book 47589 at Page 419 of the Public Records of Broward County, Florida, is hereby entered into on this \_\_\_\_ day of \_\_\_\_\_, 2020, under the following terms and conditions:

**WITNESSETH:**

**WHEREAS**, Developer and City are parties to that certain Water and Wastewater Agreement dated the 18th day of November, 2010, (the "Agreement"), with regard to that certain real property located in the City of Coconut Creek, Florida, generally known as Tradewinds Park, more particularly identified on Exhibit "A" of the Agreement (the "Property"); and

**WHEREAS**, the parties desire and agree to clarify the legal description to the overall Property governed by the Agreement, and therefore seek to supersede and replace Exhibit "A" cited above with the new Exhibit "A-1" to this First Amendment to the Agreement; and

**WHEREAS**, the parties originally contemplated that ownership of both the water and wastewater facilities throughout the entire Property, once constructed by Developer and approved by the City, would be transferred by bill of sale to the City; and

**WHEREAS**, circumstances have changed such that the parties now desire and agree that within a certain portion of the Property, more particularly described in Exhibit "C" hereto, only the water facilities will be transferred into the City's ownership, and the wastewater facilities are to remain owned and maintained by Developer; and

**WHEREAS**, aside from minor clarification of certain provisions detailed herein, all other terms and conditions of the Agreement, including the Developer's fees and costs as detailed in the Agreement, will remain the same; and

**WHEREAS**, to accomplish the foregoing, Developer and City desire and agree to amend the original Agreement through this First Amendment as more particularly set forth herein.

**NOW, THEREFORE**, for and in consideration of the mutual covenants herein contained and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The recitations referred to above are hereby incorporated as if fully set forth herein.

The strikethrough and underlining indicate deletions and additions, respectively.

2. The Agreement shall hereby be amended to relate to the real property legally described in Exhibit "A-1," attached hereto and incorporated herein, and Exhibit "A-1" is intended to supersede and replace in its entirety Exhibit "A" to the Agreement. All references to Exhibit "A" in the Agreement shall be treated as referring to Exhibit "A-1" effectuated by this First Amendment to the Agreement.

3. Section 13 of the Agreement shall hereby be amended to read as follows:

**SECTION 13: TERM OF THE AGREEMENT**

In no event shall the term of this AGREEMENT extend beyond ~~ten (10)~~ fifteen (15) years from the date of execution. It is contemplated that all construction and development of the Property under the provisions of this AGREEMENT shall be completed within the ~~ten (10)~~ fifteen (15) years term. In the event this AGREEMENT terminates under this paragraph, then this AGREEMENT shall be renegotiated at the sole discretion of the CITY.

4. Section 18 of the Agreement shall hereby be amended to read as follows:

**SECTION 18: LAW TO GOVERN:**

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

5. Section 22 of the Agreement shall hereby be amended to read as follows:

**SECTION 22: SURVIVABILITY AGREEMENT RUNS WITH THE LAND**

All of the terms, conditions, provisions, and representations contained in this Agreement shall be construed as covenants that run with the land depicted in Exhibit "A-1."~~shall survive the termination of this Agreement.~~

6. Agreement shall be amended to add "Section 30: Developer to Keep Certain Wastewater Facilities," and shall read as follows:

**SECTION 30: DEVELOPER TO KEEP CERTAIN WASTEWATER FACILITIES**

Notwithstanding anything contained herein to the contrary, DEVELOPER shall retain ownership and maintenance responsibilities of the wastewater collection and transmission facilities specifically located within the portion of the Property legally described and mapped in Exhibit "C," attached hereto and incorporated herein. DEVELOPER's obligation to grant the City easements or right-of-ways to access the wastewater collection and transmission facilities located within Exhibit "C" is hereby extinguished. No other waivers or rights are accorded by this Section 30, unless explicitly stated herein.

7. All other terms and conditions of the Agreement dated the 18th day of November, 2010, as recorded in Official Records Book 47589 at Page 419 of the Public Records of Broward County, Florida, and not in conflict with this First Amendment shall remain in full force and effect and are incorporated herein.

[Remainder Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment to the Agreement: DEVELOPER, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor authorized to execute same by Board action on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, and CITY, signing by and through its \_\_\_\_\_ duly authorized to execute same.

DEVELOPER

ATTEST:

BROWARD COUNTY, by and through  
its Board of County Commissioners

\_\_\_\_\_  
Broward County Administrator, as  
ex officio Clerk of the Broward County  
Board of County Commissioners

By: \_\_\_\_\_  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

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

By: \_\_\_\_\_  
Scott Andron (Date)  
Assistant County Attorney

By: \_\_\_\_\_  
Michael J. Kerr (Date)  
Deputy County Attorney

CITY

ATTEST:

**CITY OF COCONUT CREEK, FLORIDA**  
A Florida municipal Corporation

\_\_\_\_\_  
Leslie Wallace May, City Clerk

By: \_\_\_\_\_  
City Manager

Approved to Legal Form:

\_\_\_\_\_  
Terrill C. Pyburn, City Attorney

EXHIBIT "A-1"

**OVERALL PROPERTY LEGALLY DESCRIBED BELOW:**

VINKEMULDER

PARCEL A, TOGETHER WITH TRACTS B, B-1, C, C-1, AND E OF THE PLAT ENTITLED "VINKEMULDER PLAT" AS RECORDED IN PLAT BOOK 154 AT PAGE 14 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

TRADEWINDS PARK – NORTH

OFFICIAL RECORD BOOK 5936, PAGE 827, BROWARD COUNTY PUBLIC RECORDS

THE SOUTH ONE-HALF (S1/2) OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF SECTION 17, TOWNSHIP 48 SOUTH, RANGE 42 EAST, AND THE NORTH ONE-HALF (N1/2) OF THE NORTH ONE-HALF (N1/2) OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SECTION 17, TOWNSHIP 48 SOUTH, RANGE 42 EAST, LESS THE EAST 300 FEET OF THE SOUTH ONE-HALF (S1/2) OF THE NORTHEAST ONE-QUARTER (NE 1/4) AND LESS THE EAST 300 OF THE NORTH ONE-HALF (N1/2) OF THE NORTH ONE-HALF (N1/2) OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SECTION 17, TOWNSHIP 48 SOUTH, RANGE 42 EAST , AND LESS THE NORTH THREE-QUARTERS (N3/4) OF THE EAST THREE-QUARTERS (E3/4) OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF SECTION 17, TOWNSHIP 48 SOUTH, RANGE 42 EAST, EXCEPT THE EAST 300 FEET THEREOF; SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

TOGETHER WITH:

OFFICIAL RECORD BOOK 19702, PAGE 320, BROWARD COUNTY PUBLIC RECORDS

A PARCEL OF LAND SITUATE IN SECTION 17, TOWNSHIP 48 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH THREE-QUARTERS (N.3/4) OF THE EAST THREE-QUARTERS (E.3/4) OF THE SOUTHEAST ONE-QUARTER (S.E.1/4) OF THE NORTHEAST (N.E.1/4) OF SECTION 17, TOWNSHIP 48 SOUTH, RANGE 42 EAST.  
LESS AND EXCEPT THE EAST 400 FEET THEREOF.

TOGETHER WITH:

TRACT C OF THE PLAT ENTITLED "LYONS TRADEWINDS PARK" RECORDED IN PLAT BOOK 117 AT PAGE 9 OF THE BROWARD COUNTY PUBLIC RECORDS.

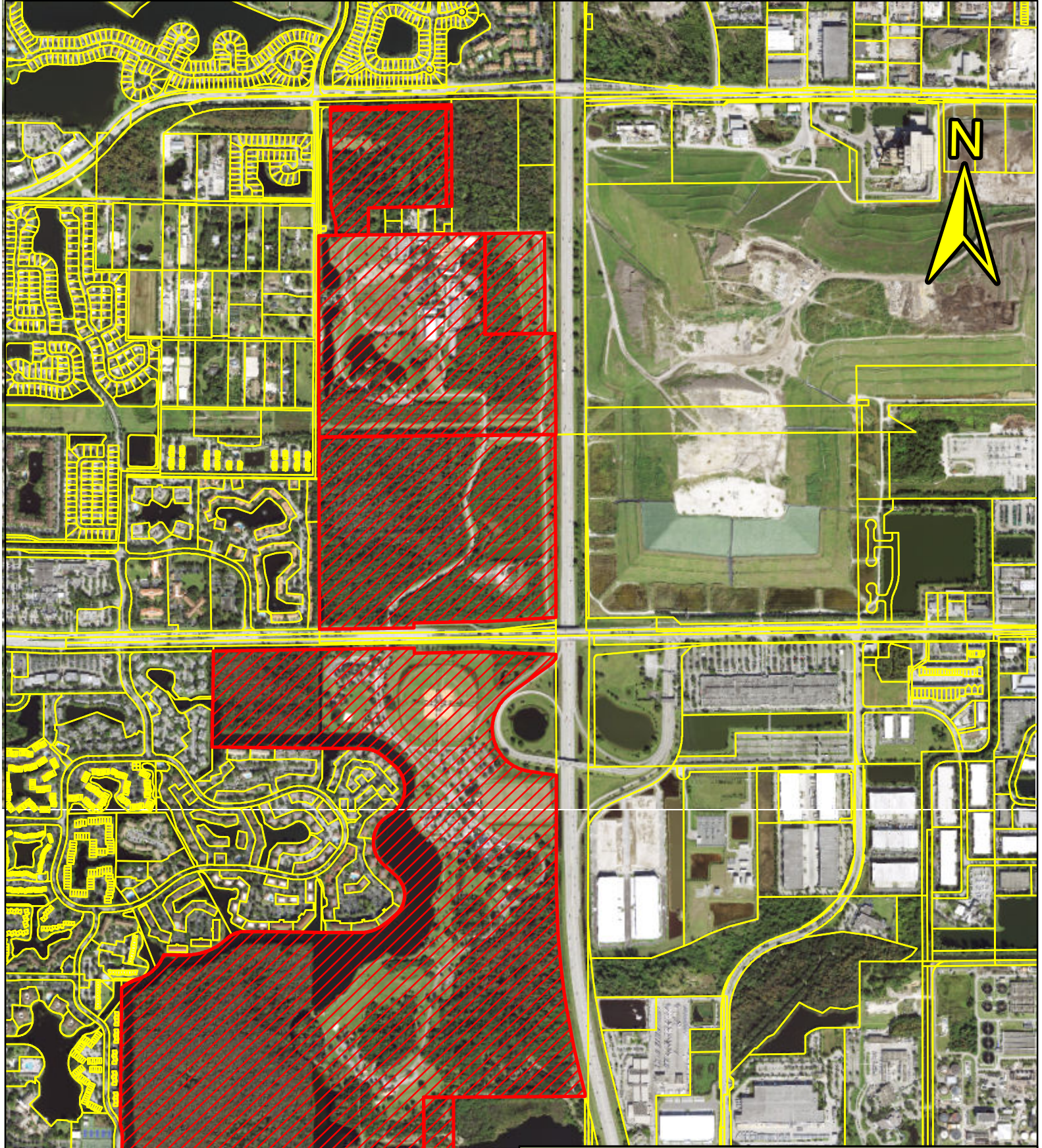
EXHIBIT "A-1" (Cont'd)

TRADEWINDS PARK – SOUTH

TRACTS A AND B OF THE PLAT ENTITLED "LYONS TRADEWINDS PARK" RECORDED IN PLAT BOOK 117 AT PAGE 9 OF THE BROWARD COUNTY PUBLIC RECORDS.

(See mapped depiction on the following page.)





**EXHIBIT "A-1"**  
**TRADEWINDS PARK**  
**W-WW AGREEMENT**  
**OVERALL AREA**

Revision Date: 7-8-2020

First Amendment to the Water and Wastewater Agreement



EXHIBIT "C"

**EXCEPTION AREA LEGALLY DESCRIBED BELOW:**

TRADEWINDS PARK – NORTH

THE SOUTH ONE-HALF (S1/2) OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF SECTION 17, TOWNSHIP 48 SOUTH, RANGE 42 EAST, AND THE NORTH ONE-HALF (N1/2) OF THE NORTH ONE-HALF (N1/2) OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SECTION 17, TOWNSHIP 48 SOUTH, RANGE 42 EAST;

TOGETHER WITH:

TRACT C OF THE PLAT ENTITLED "LYONS TRADEWINDS PARK" RECORDED IN PLAT BOOK 117 AT PAGE 9 OF THE BROWARD COUNTY PUBLIC RECORDS

LESS:

THE EAST 300 FEET OF THE SOUTH ONE-HALF (S1/2) OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF SECTION 17, TOWNSHIP 48 SOUTH, RANGE 42 EAST

AND LESS:

THE EAST 300 OF THE NORTH ONE-HALF (N1/2) OF THE NORTH ONE-HALF (N1/2) OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SECTION 17, TOWNSHIP 48 SOUTH, RANGE 42 EAST

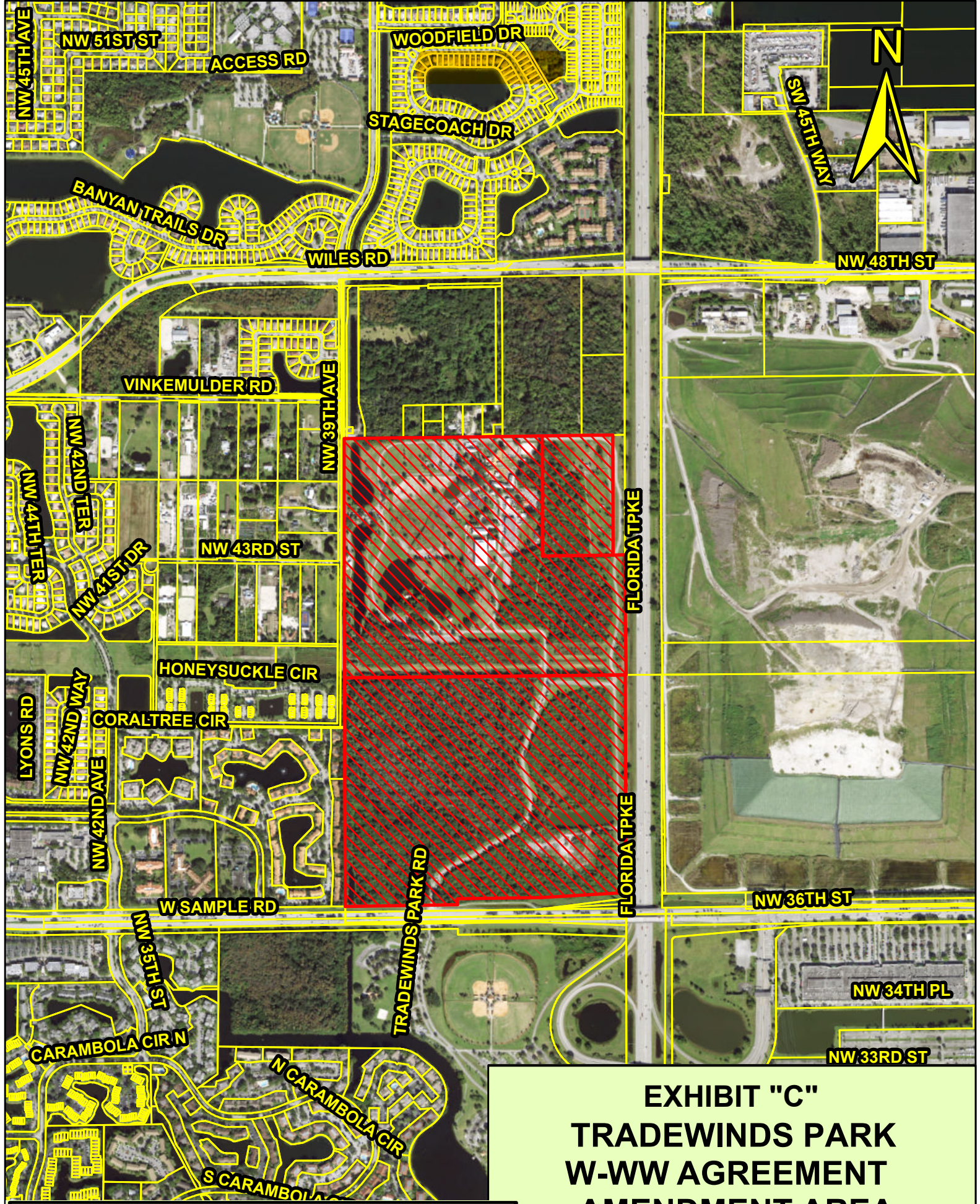
AND LESS:

THE EAST 400 FEET OF THE NORTH THREE-QUARTERS (N3/4) OF THE EAST THREE-QUARTERS (E3/4) OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF SECTION 17, TOWNSHIP 48 SOUTH, RANGE 42 EAST;

SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

(See mapped depiction on the following page.)





**EXHIBIT "C"**  
**TRADEWINDS PARK**  
**W-WW AGREEMENT**  
**AMENDMENT AREA**

Revision Date: 6-11-2020 A  
First Amendment to the Water and Wastewater Agreement