

WATER AND WASTEWATER AGREEMENT (Government)

THIS WATER AND WASTEWATER AGREEMENT ("AGREEMENT") made and entered into this 18th day of November, 2010, by and between BROWARD COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "DEVELOPER" and the CITY OF COCONUT CREEK, Florida, a municipal corporation, hereinafter referred to as "CITY."

WITNESSETH

WHEREAS, the DEVELOPER owns or controls lands located in Broward County, Florida, as described in Exhibit "A," attached hereto and made a part hereof as if fully set out in this paragraph and hereinafter referred to as "Property," and the DEVELOPER has or is about to develop the Property by erecting thereon single-family residential buildings, multi-family residential buildings, commercial improvements, industrial improvements, institutional, recreational or other uses; and

WHEREAS, in order to meet the financing and general requirements of certain private agencies and certain Federal, State and local governmental agencies, such as, but not limited to, the Florida Department of Environmental Protection, the Broward County Health Department, the Veterans' Administration, the Federal Housing Administration, and private lending institutions, it is necessary that adequate water and wastewater facilities and services be provided to serve the Property and to serve the occupants of each residence, building, or unit constructed or located on the Property; and

WHEREAS, the DEVELOPER is required to execute this "AGREEMENT" setting forth such reasonable provisions governing the DEVELOPER's and the CITY's respective responsibilities pertaining to the installation of water and wastewater service facilities; and the connection of consumer installations with the facilities; and

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WHEREAS, the DEVELOPER wishes to develop or redevelop its property and is required to execute this "AGREEMENT" setting forth such reasonable provisions governing said property owners and the CITY's responsibility pertaining to the installation of water and wastewater service facilities; the connection of consumer installations with the CITY's facilities; the manner and method of payment of Impact Fees; standards of construction or specifications; time commitments to "take and use water and wastewater services"; engineering errors and omissions; rules, regulations and procedures of the CITY and other reasonable regulations; and

WHEREAS, the CITY is willing to provide, in accordance with the provisions hereinafter set out, central water and wastewater facilities, and to extend such facilities by way of water distribution mains and wastewater collection and transmission mains, and to thereafter operate such facilities so that the occupants of each residence, building, or unit constructed on properties will receive adequate water and wastewater service from the CITY.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS:

SECTION 1: WHEREAS CLAUSES.

The foregoing "Whereas" clauses are hereby ratified and confirmed as true and correct, and are incorporated herein as if set forth in full.

SECTION 2: CITY CODE INCORPORATED HEREIN.

Chapter 13, of the Code of Ordinances of the City of Coconut Creek, entitled "Land Development Code," Article II thereof entitled "Subdivision Regulations," Division 2 thereof, entitled "Subdivision Plat Requirements," Sections 13-169 through 13-169.15 thereof, are hereby specifically incorporated into this AGREEMENT by reference. The DEVELOPER hereby covenants and represents that it has read and understands the aforementioned Code sections, and that it hereby agrees to be bound by all of the regulations, terms and conditions contained therein.

SECTION 3: DEFINITIONS.

The following definitions are in addition to those included by reference in the Code of Ordinances referred to in Section 2 hereof:

- a. Project Equivalent Residential Connections – Broward County Parks and

Recreation – Tradewinds Park shall be limited to 15 ERC(s), as the same are defined in the Code of Ordinances. These ERC's are calculated and anticipated to be used in accordance with attached Exhibit "B," Schedules of Connection.

b. Initial Impact Fee per ERC - The initial Impact Fee per ERC is \$4,256.97. In accordance with the Code of Ordinances, said Impact Fee shall be adjusted by the City Engineer.

c. Property - The land area illustrated and legally described by the attached Exhibit "A."

SECTION 4: CITY MAINTENANCE AND OPERATION OF FACILITIES.

The DEVELOPER hereby grants and gives to the CITY, its successors and assigns, the exclusive right or privilege to construct, own, maintain and operate said facilities in, under, upon, over and across the present and future streets, roads, terraces, alleys, easements, reserve utility strips and utility sites, and any public places as provided and dedicated to public use in recorded plats, or as provided for in agreements, dedications, or grants made otherwise and independent of said recorded plats. The DEVELOPER shall grant to the CITY easements of rights-of-ways corresponding with the installation of the proposed facilities. The grant or conveyance shall be in a form satisfactory to the City Commission. The conveyances, whether or not located on the property shall be made without cost to the CITY. The CITY reserves the right to require such easement or right-of-way to the point at which the meter is proposed to be installed or at the "point of delivery of service," being the point at which the facilities of the CITY join with the DEVELOPER's installation. Following construction of the wastewater collection and transmission facilities subject to this Agreement, the CITY agrees to maintain same in good condition and operate same in accordance with customary standards applicable to such facilities.

The DEVELOPER hereby agrees that the foregoing grants shall include the necessary right of ingress and egress to any part of the Property; that the foregoing grants shall be for such period of time as the CITY or its successors or assigns require such rights, privileges or easements in the construction, ownership, maintenance, operation or expansion of the water distribution and wastewater collection and transmission facilities. The CITY hereby covenants that it will use due diligence in ascertaining all easement locations; however, should the CITY install any of its facilities outside of a dedicated easement area, the DEVELOPER hereby covenants and agrees that the CITY shall not be required to move or relocate any facilities lying outside a dedicated easement area, so long as the facilities do not interfere with existing uses of

the area in which the facilities have been installed. In any event, the DEVELOPER agrees to provide an easement for the actual location of said facilities.

The CITY hereby agrees that all easement grants will be utilized in accordance with the established and generally accepted practices of the water and wastewater industry with respect to the installation of all its water distribution and wastewater collection and transmission facilities in any of the easement areas; and that the DEVELOPER in granting said easements, or pursuant to the terms of this AGREEMENT, shall have the right to grant nonexclusive rights, privileges and easements to other persons, firms or corporations to provide to the Property any utility services other than water or wastewater service.

SECTION 5: CONNECTION OF FACILITIES AND COMMENCEMENT OF SERVICES BY CITY.

Upon accomplishment of all of the prerequisites to be performed by the DEVELOPER as contained in this AGREEMENT and the Code of Ordinances, the CITY hereby covenants and agrees that it will connect the water distribution and wastewater collection facilities installed by the DEVELOPER to the water distribution and wastewater collection and transmission facilities of the CITY, in accordance with the terms and intent of this AGREEMENT. Such connection shall at all times be in accordance with rules, regulations, and orders of the Florida Department of Environmental Regulation, or any other governmental agency or department which has jurisdiction thereof.

The CITY agrees that once it provides water and wastewater services to the Property, and the DEVELOPER or others have connected consumer installations to the CITY's water distribution and wastewater collection and transmission system, the CITY will continuously provide water and wastewater service to the Property in a manner to conform with all regulations of the Florida Department of Environmental Regulation, the Broward County Health Department and other governmental agencies having jurisdiction over the water distribution and wastewater collection and transmission facilities and services of the CITY. Notwithstanding anything herein to the contrary, the CITY shall not be responsible for any delays in connections, commencement of service or interruptions of service due to fires, casualties, accidents, power failures, maintenance work, breakdowns, damage to equipment or facilities, civil or military authority, strikes, war, riot, unusual weather conditions, judgments of any court, Act of God, and any such delay in connection or commencement of service. Interruption of service shall not constitute a breach of this AGREEMENT nor impose any liability upon the CITY.

SECTION 6: DEVELOPER OBLIGATIONS.

The DEVELOPER hereby covenants and agrees to construct and transfer ownership and control of the on-site water distribution and wastewater collection and transmission systems referred to herein to the CITY at no cost to the CITY.

It shall be the DEVELOPER's obligation to furnish to the CITY accurate information with regard to matters of engineering, construction of buildings and dwellings and proposed densities. The DEVELOPER is responsible for any increase in the CITY's construction or operating costs resulting from any engineering errors or changes furnished to the CITY. Plans and specifications shall be submitted and approved for compliance with applicable CITY Ordinances.

a. Construction of Facilities by the DEVELOPER. After the approval of plans and specifications, the DEVELOPER shall cause to be constructed, at the DEVELOPER's own cost and expense, the water distribution and wastewater collection and transmission facilities as shown on the approved plans and specifications, or as the same may be modified and approved from time to time. Such facilities shall include those on-site elements and the hydraulic share of the off-site elements applicable to the DEVELOPER's Property. Complete "as built" plans shall be submitted to the CITY by the DEVELOPER upon completion of construction. Construction and inspection of the water distribution and wastewater collection and transmission facilities by the DEVELOPER shall be in accordance with any applicable CITY Ordinances and in accordance with good engineering practices.

b. Facilities Retained by the DEVELOPER. Any facilities in the category of consumer installations located on the discharge side of the water meter or on the consumer's side of the point of delivery of service shall not be transferred to the CITY and shall remain the property of the DEVELOPER. Each consumer installation shall remain the maintenance responsibility of the DEVELOPER. The CITY reserves the right to refuse connection and to deny the commencement of service to any consumer seeking to be connected to portions of the water distribution and wastewater collection and transmission facilities installed by the DEVELOPER, until such time as the provisions of this Paragraph have been fully met by the DEVELOPER.

c. Water and Wastewater Impact Fee. The DEVELOPER shall pay to the CITY the Water and Wastewater Impact Fee, which is defined in Section 3(b) hereof.

However, it is anticipated that the Impact Fee will be increased, and said increase may occur prior to or after the recordation of the plat(s) covering the property subject to this AGREEMENT, or prior to the issuance of building permits for said property. The DEVELOPER hereby specifically agrees to pay the prevailing Impact Fee applicable to the building at the time of issuance of the building permit.

The CITY requires the payment of the Water and Wastewater Impact Fee as described below. The payment by the DEVELOPER of such fee to the CITY shall be precedent to the rendering of water and wastewater service by the CITY. Said Water and Wastewater Impact Fee shall be utilized by the CITY to pay for the debt service charges and impact fees for securing the water and wastewater capacity from Broward County, and to pay for the design and construction of other water and wastewater facilities and other backbone improvements outside the scope of the DEVELOPER's financial obligation, and as payment for water and wastewater facilities on any CITY owned property as may be necessary to service the DEVELOPER's area.

Payment of the Water and Wastewater Impact Fee does not, and will not, result in the CITY waiving any of its water and wastewater charges, rates, rules and regulations, and their enforcement shall not be affected in any manner whatsoever by the DEVELOPER paying the Fee.

i. The DEVELOPER shall be charged in total the prevailing Impact Fee applicable to the building(s) at the time of application for the building permit, less previous County reserve charges paid at the time of engineering permit application.

ii. The Water and Wastewater Impact Fees shall be assessed against each Final Engineering Plan approval or portion thereof, to be developed by the DEVELOPER. Thirty percent (30%) (County reserve charge) of the total water and wastewater impact fees for each Final Engineering Plan or portion thereof shall be due and payable on or by five (5) working days after the DEVELOPER's request for final engineering permit approval, which includes "Application for Installation of Wastewater Collection/Transmission System" (DEP Permit), or "Application for Construction Permit Extension to Community Water System" (HRS/BCPHU/DEP Permit), or similar agency document. The prevailing fee shall be calculated according to the provisions of Section 7 hereof.

iii. In addition, the remaining seventy percent (70%) (Balance charge) of the

prevailing Impact Fee shall be paid to the CITY concurrent with the DEVELOPER's or its agent's building permit application. The CITY shall require that the balance of the Water and Wastewater Impact Fee be paid to the CITY for each permit application for said structure(s). The balance of the Fee shall be calculated as the initial Water and Wastewater Impact Fee as adjusted according to the provisions of Section 7 and in effect at the time of building permit application submittal, less county reserve fees paid at the time of final engineering plat(s) which includes said building(s) or structures(s).

iv. No building permit will be issued until said Water and Wastewater Impact Fee for said Plan has been paid.

The DEVELOPER may also be required to advance all or a portion of the off-site water distribution and wastewater collection and transmission facilities in order to provide a physical interconnection of the DEVELOPER's Property with the facilities of the CITY at its then present terminus. Such eventualities are covered by provisions of "Refundable Advances," Exhibit _____. (If there is no Exhibit letter in place upon execution of this AGREEMENT, there are no refundable advances in connection with the development contemplated in this AGREEMENT.) If the CITY requires the facilities before the DEVELOPER requires them, the DEVELOPER shall pay its hydraulic share upon receipt of notice to pay from the CITY.

It shall be warranted and represented by the CITY to the DEVELOPER that a water and wastewater system is located within the municipal boundary to which the DEVELOPER may connect at the cost provided in this AGREEMENT. Said warranty and representation is subject to the CITY contracting with Broward County for said wastewater capacity, pursuant to a "Wastewater Agreement," to be entered into by the parties, as amended from time to time and is further subject to obtaining necessary volumes of potable water from Broward County, pursuant to that a "Water Agreement" to be entered into by the parties, as amended from time to time.

**SECTION 7: WATER AND WASTEWATER IMPACT FEE ADJUSTMENT
FORMULA - ESCALATION PROVISIONS.**

The Water and Wastewater Impact Fee as defined in Section 3(b) hereof has been structured by the CITY with regard to the present level of construction costs of water distribution and wastewater collection and transmission facilities. The Impact Fee Schedule may be increased from time to time to reflect increases in the construction cost of water distribution and wastewater collection and transmission facilities and related debt services and impact fees

charged by Broward County. Additionally, the CITY hereby declares that the schedule of Water and Wastewater Impact Fees set forth herein shall be automatically escalated based upon increases in utility construction costs as evidenced by the quarterly construction cost index published in Engineering News Record Magazine, entitled "U.S. - 20 Cities Construction Cost Index." Regardless of the foregoing, the CITY shall automatically adjust the Water and Wastewater Impact Fees set forth herein on a quarterly basis, effective January 1, April 1, July 1 and October 1 of each year. The construction cost index of July 1, 2010, which was used for the purposes of calculating the above Water and Wastewater Impact Fee is \$ 4,256.97.

SECTION 8: CITY OWNERSHIP OF FACILITIES.

The parties hereby agree that all water distribution and wastewater collection and transmission facilities used, useful or held for use in connection with providing water service and wastewater service to the Property, shall at all times remain in the sole, complete and exclusive ownership of the CITY, its successors or assigns. Any person or entity owning any part of the Property or any residence, building, or unit constructed or located thereon, shall not have any right, title, claim or interest in and to such facilities, or any part of them, for any purpose, except as otherwise provided in this AGREEMENT, including the furnishing of water and wastewater service to other persons or entities located within or beyond the limits of the Property.

The DEVELOPER agrees that it shall not (the words "shall not" being used in the mandatory definition) engage in the business or businesses of providing water and wastewater services to the Property without the CITY's consent during the period of time the CITY, its successors and assigns, provide water or wastewater services to the Property. It is the intention of the parties hereto, that under the foregoing provision and also other provisions of this AGREEMENT, that the CITY shall have the sole and exclusive right and privilege to provide water and wastewater service to the Property and to the occupants of each residence, building or unit constructed thereon.

SECTION 9: WATER AND WASTEWATER RATES AND REGULATIONS.

The CITY, its successors or assigns, may amend, revise and enforce from time to time the rate or rate schedules as shall be reasonable. Rates charged to the DEVELOPER or consumers located upon the Property shall at all times be identical to rates charged for the same classification of service as are or may be in effect throughout the CITY's service area. However, rates charged for property serviced outside the CITY's municipal boundaries shall be twenty-five

percent (25%) higher than those rates inside municipal boundaries.

The initial water and wastewater rates, including any increase or decrease thereof, and the rules and regulations established, amended, or revised and enforced by the CITY from time to time in the future, shall be binding upon the DEVELOPER, upon any person or other entity holding by, through or under the DEVELOPER, and upon any user or consumer of the water service and wastewater service provided to the Property by the CITY.

The CITY also retains the right to promulgate from time to time reasonable rules and regulations relating to the furnishing of water service and wastewater service to consumers. The rules and regulations may relate to, but are not limited to, the right to discontinue the service under specified and reasonable conditions, and the type and quantity of material permitted to be discharged into the CITY's wastewater collection and transmission facilities.

SECTION 10: PROHIBITION AGAINST SEPTIC TANKS, AND WATER WELLS.

The DEVELOPER and the owners and occupants of the buildings on the DEVELOPER's Property are hereby prohibited from installing or maintaining any septic tanks except as permitted by the CITY for temporary purposes; and are further prohibited from installing or maintaining any water wells except as permitted by the CITY for temporary purposes, or as permitted by the CITY for irrigation purposes. An addendum to this AGREEMENT shall be provided for specifying terms for temporary purposes if temporary purposes have been approved.

SECTION 11: DEVELOPER'S SCHEDULE OF CONNECTIONS.

The parties acknowledge that the CITY is not guaranteeing water and wastewater service until and unless the CITY obtains the necessary wastewater treatment and transmission capacity from Broward County pursuant to the provisions of the "Wastewater Agreement" for wastewater utility service and also obtains the necessary volumes of potable water from Broward County pursuant to the "Water Agreement" for supply of potable water. The DEVELOPER in Exhibit "B" has given to the CITY a schedule of the dates when the water distribution and wastewater collection and transmission facilities are needed. The CITY shall then obtain water and wastewater service from Broward County according to the schedule provided by the DEVELOPER.

If the DEVELOPER requests water and wastewater service at a date earlier than indicated in Exhibit "B," the CITY is not responsible for providing said water and wastewater service.

However, the CITY shall make all reasonable attempts to secure said water and wastewater service.

If the DEVELOPER does not require water and wastewater service at the time indicated on Exhibit "B," the CITY reserves the right to divert said service to other users of the water and wastewater system.

It is the DEVELOPER's responsibility to notify the CITY, in writing, of its inability to meet the schedule dates of requested water and wastewater service. At that time, the CITY may, at its discretion, amend the schedule.

SECTION 12: AMENDMENTS TO PLANS AND SPECIFICATIONS.

In the event the DEVELOPER, subsequent to the execution of this AGREEMENT, alters any plans and specifications of the proposed system, acquires additional Property or alters the densities of the Property, the parties shall execute an amendment to this AGREEMENT. Said amendment shall be negotiated and executed prior to the commencement of service to those areas altered by the DEVELOPER. Said amendment shall be recorded in the Public Records of Broward County, Florida at the expense of the DEVELOPER.

SECTION 13: TERM OF THE AGREEMENT.

In no event shall the term of this AGREEMENT extend beyond ten (10) 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) years term. In the event this AGREEMENT terminates under this paragraph, then this AGREEMENT shall be renegotiated at the sole discretion of the CITY.

SECTION 14: ASSIGNABILITY.

This AGREEMENT as provided herein may be assigned to any successors in the interest of the DEVELOPER to the Property which is subject to said AGREEMENT.

SECTION 15: RECORDING OF AGREEMENT.

This AGREEMENT, and any amendments thereto, shall be recorded in the Public Records of Broward County, Florida, for the sole purpose of placing all owners or occupants of properties in the DEVELOPER's Property connected to or to be connected to said water

distribution and wastewater collection and transmission facilities of the CITY on notice of these provisions to the same extent and with the same force and effect as if said owners and occupants had joined in the execution of this AGREEMENT. The cost of recording this AGREEMENT, and any amendments hereto, shall be borne by the DEVELOPER. The acquisition or occupancy of any portion of the Property connected to or to be connected to the said sewer system of the CITY shall be deemed conclusive evidence of the fact the said owners or occupants have consented to, become bound by and accepted the terms of this AGREEMENT. By reference, the "Water Agreement" and "Wastewater Agreement" between the CITY and the DEVELOPER for water and wastewater services respectively have been made an integral part of this AGREEMENT.

SECTION 16: TITLES TO PARAGRAPHS.

The title of each paragraph in this AGREEMENT is for purposes of clarity and ease of reading only and not to be construed as a substantive portion of this AGREEMENT, and are not intended to be used as aids to interpretation and are not binding on the parties.

SECTION 17: WAIVER.

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.

SECTION 18: LAW TO GOVERN.

This AGREEMENT is entered into and is to be performed in the State of Florida. The CITY and the 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 shall be in the County of Broward, Florida.

SECTION 19: ATTORNEYS' FEES.

The Non-Prevailing Party shall be liable to the Prevailing party for all costs, expenses, attorneys' fees and damages at the trial and appellate level, up to and including the U.S. Supreme Court, which may be incurred or sustained by the Prevailing party by reason of the Non-

Prevailing Party's breach of any of the provisions of this AGREEMENT, whether or not litigation is involved in any such breach.

SECTION 20: REPRESENTATION BY COUNSEL.

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 with its elected officials, and that approval and execution of this AGREEMENT has been made freely and voluntarily with full knowledge of its legal effect.

SECTION 21: SEVERABILITY.

The invalidity of one or more of the phrases, sentences, clauses or Sections contained in this AGREEMENT shall not affect the validity of the remaining portions of this AGREEMENT so long as the material purposes of this AGREEMENT can be determined and effectuated.

SECTION 22: SURVIVABILITY.

All of the terms, conditions, provisions, and representations contained in this AGREEMENT shall survive and transcend the execution and termination of this AGREEMENT.

SECTION 23: INDEPENDENT CONTRACTOR.

The parties are independent contractors under this AGREEMENT. The work to be performed respectively by the CITY and the DEVELOPER shall be subject to the supervision of the CITY and the DEVELOPER as applicable. In providing such services, neither the CITY or the DEVELOPER, nor their respective agents shall act as officers, employees, or agents of the other party. This AGREEMENT shall not constitute or make the parties a partnership or joint venture.

SECTION 24: THIRD PARTY BENEFICIARIES.

Neither the CITY nor the DEVELOPER intends to directly or substantially benefit a third party by this AGREEMENT. Therefore, the parties agree that there are no third party beneficiaries to this AGREEMENT and that no third party shall be entitled to assert a claim against either of them based upon this AGREEMENT. The parties expressly acknowledge that

it is not their intent to create any rights or obligations in any third person or entity under this AGREEMENT.

SECTION 25: NOTICES.

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR THE CITY:

City Manager
City of Coconut Creek
4800 West Copans Road
Coconut Creek, Florida 33063

FOR THE DEVELOPER:

Director
Parks and Recreation Division
950 NW 38th Street
Oakland Park, Florida 33309

SECTION 26: GOVERNMENTAL LIABILITY.

The CITY and the DEVELOPER are state agencies or political subdivisions as defined in Chapter 768.28, Florida Statutes, and each party agrees to be fully responsible for acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this AGREEMENT or any other contract.

SECTION 27: INSURANCE.

The DEVELOPER is a political subdivision as defined by Section 768.28, Florida Statutes, and the DEVELOPER shall furnish the CITY's Contract Administrator with written verification of liability protection in accordance with state law prior to final execution of this AGREEMENT.

SECTION 28: CONTRACT ADMINISTRATORS.

The Contract Administrators for the CITY and the DEVELOPER are as follows: For the CITY- The City Manager, the Director of the City's Parks and Recreation Department, or the designee of such City Manager or Director for the CITY. For the DEVELOPER- The Director of the Broward County Parks and Recreation Division, or the designee of such Director for the DEVELOPER. The primary responsibilities of the Contract Administrators are to coordinate and communicate with each other and to manage and supervise execution and completion of the Project and the terms and conditions of this AGREEMENT as set forth herein. In the administration of this AGREEMENT, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the Contract Administrators; provided, however, that such instructions and determinations do not increase the obligations of the DEVELOPER or the CITY hereunder. The DEVELOPER's Contract Administrator may approve changes to the work contemplated and permitted by this AGREEMENT.

SECTION 29: MULTIPLE ORIGINALS.

This AGREEMENT may be fully executed in four (4) copies by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

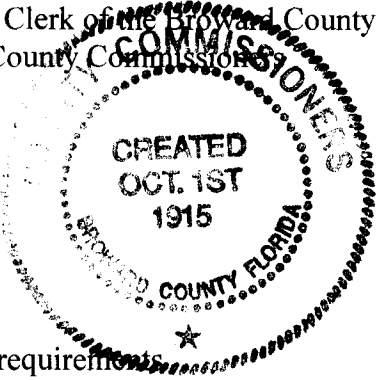
IN WITNESS WHEREOF, the DEVELOPER and the CITY have executed or have caused this AGREEMENT, with the named Exhibits attached, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in their corporate names, by their duly authorized officers and their respective seals affixed, this 13th day of November, 2010.

DEVELOPER

ATTEST:

Bertha Henry
Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners



Insurance requirements
approved by Broward County's
Risk Manager

By [Signature]

BROWARD COUNTY, by and through
its Board of County Commissioners

By [Signature]
Mayor

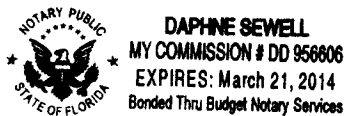
13th day of October, 2010.

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

By [Signature]
Patrice M. Eichen
Assistant County Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

On this 13th day of October 2010, before me, the undersigned authority, duly authorized to take acknowledgments and administer oaths, personally appeared KEN KEECHL, as Mayor, and BERTHA HENRY, as County Administrator, both from BROWARD COUNTY, a political subdivision of the state of Florida, who acknowledged before that they executed the foregoing WATER AND WASTEWATER AGREEMENT for and on behalf of BROWARD COUNTY. The said appeared KEN KEECHL and BERTHA HENRY—are personally known to me or have produced _____, respectively, as identification.



(N. P. SEAL)

[Signature]
NOTARY PUBLIC, State of Florida

(Print / Type / Stamp name of Notary)

My Commission number is: DD956606

My Commission expires: March 21, 2014

CITY OF COCONUT CREEK,
a Florida municipal corporation

(CITY SEAL)

By: *David J. Rivera*
David J. Rivera, City Manager

ATTEST:

Barbara S. Price
Barbara S. Price, City Clerk

APPROVED AS TO LEGAL FORM:
Nancy A. Cousins
NANCY A. COUSINS
Print / Type / Stamp name of City Attorney
est.

STATE OF FLORIDA
COUNTY OF BROWARD

On this 23rd day of November, 2010, before me, the undersigned authority, duly authorized to take acknowledgments and administer oaths, personally appeared DAVID J. RIVERA, as City Manager, and BARBARA PRICE, as City Clerk, both of the CITY OF COCONUT CREEK, a Florida municipal corporation, who acknowledged before that they executed the foregoing WATER AND WASTEWATER AGREEMENT for and on behalf of the CITY OF COCONUT CREEK. The said DAVID J. RIVERA, and BARBARA PRICE, are personally known to me or have produced _____, respectively, as identification.

Janice Ninesling
NOTARY PUBLIC, State of Florida
Janice Ninesling
(Print / Type / Stamp name of Notary)



(N. P. SEAL)

My Commission number is: EE020347

My Commission expires: October 05, 2014

EXHIBIT "A"

#224 TRADEWINDS PARK NORTH

LEGAL DESCRIPTION:

The South one-half ($S\frac{1}{2}$) of the Northeast one-quarter ($NE\frac{1}{4}$) of Section 17, Township 48 South, Range 42 East, and the North one-half ($N\frac{1}{2}$) of the North one-half ($N\frac{1}{2}$) of the Southeast one-quarter ($SE\frac{1}{4}$) of Section 17, Township 48 South, Range 42 East, LESS the East 300' of the South one-half ($S\frac{1}{2}$) of the Northeast one-quarter ($NE\frac{1}{4}$) and LESS the East 300' of the North one-half ($N\frac{1}{2}$) of the North one-half ($N\frac{1}{2}$) of the Southeast one-quarter ($SE\frac{1}{4}$) of Section 17, Township 48 South, Range 42 East, and LESS the North three-quarters ($N\frac{3}{4}$) of the East three-quarters ($E\frac{3}{4}$) of the Southeast one-quarter ($SE\frac{1}{4}$) of the Northeast one-quarter ($NE\frac{1}{4}$) of Section 17, Township 48 South, Range 42 East, EXCEPT the East 300' thereof; said lands situate, lying and being in Broward County, Florida.

- TOGETHER WITH -

A parcel of land in Section 17, Township 48 South, Range 42 East, according to the "Palm Beach Farms Company, Plat No. 3", as recorded in Plat Book 2 at Pages 45 thru 54 inclusive of the Public Records of Palm Beach County, Florida and being more particularly described as follows:

All that portion of the South $\frac{3}{4}$ of the $SE\frac{1}{4}$, lying Northerly of said Northerly right of way line of Sample Road and Westerly of the Westerly right of way line of Florida's Turnpike, in Section 17, Township 48, South, Range 42 East, excepting therefrom that portion thereof described as follows:

Commencing at the Southwest corner of said Southeast $\frac{1}{4}$ ($SE\frac{1}{4}$) of Section 17; thence run North $0^{\circ} 49' 03''$ West (on an assumed bearing) 53.01 feet along the West line of said $SE\frac{1}{4}$, to an intersection with the Northerly right of way line of Sample Road, as now located and constructed, and the Point of Beginning; thence run North $88^{\circ} 33' 33''$ East 1596.33 feet along said Northerly right of way line; thence run North $82^{\circ} 24' 04''$ East 745.77 feet along said Northerly right of way line; thence run North $0^{\circ} 48' 28''$ West 50.00 feet along the West right of way line of Florida's Turnpike; thence run South $85^{\circ} 52' 18''$ West 703.80 feet; thence run South $88^{\circ} 33' 33''$ West 700.00 feet; thence run South $1^{\circ} 26' 27''$ East 50.00 feet; thence run South $88^{\circ} 33' 33''$ West 934.82 feet; thence run South $0^{\circ} 49' 03''$ East 47.01 feet along said West line of the Southeast $\frac{1}{4}$, to the Point of Beginning. Containing 190.76 acres more or less.

2-4-80

- TOGETHER WITH -

#224 TRADEWINDS PARK NORTH - VINKEMULDER PARCEL

LEGAL DESCRIPTION:

A Portion of the Northwest Quarter of the Northeast Quarter of Section 17, Township 48 South, Range 42 East, Broward County, Florida, being more particularly described as follows:

Begin at the North Quarter corner of said Section 17; thence North $88^{\circ}19'13''$ East along the North line of the Northeast Quarter of said Section 17 for 1319.18 feet; thence South $00^{\circ}49'24''$ East along the East line of the Northwest Quarter of the Northeast Quarter of said Section 17 for 1058.20 feet; thence South $88^{\circ}19'13''$ West for 825.18 feet; thence South $00^{\circ}49'05''$ East for 269.14 feet; thence South $88^{\circ}34'11''$ West along the South line of the Northwest Quarter of Northeast Quarter of said Section 17 for 494.07 feet; thence North $00^{\circ}49'05''$ West along the West line of the Northwest Quarter of the Northeast Quarter of said Section 17 for 1325.19 feet to the Point of Beginning.

Said lands containing 35.085 acres more or less.

#224 TRADEWINDS PARK SOUTH

LEGAL DESCRIPTION:

A parcel of land in Section 20, Township 48 South, Range 42 East, said parcel including portions of Tracts 1, 2, 9 and 10, 21, 22, 23, 28, 29, 30, 31, 32, 33, 38, 39 and 40 in Block 91, according to the "Palm Beach Farms Company, Plat No. 3", as recorded in Plat Book 2 at Pages 45 thru 54 inclusive of the Public Records of Palm Beach County, Florida and being more particularly described as follows: Commencing at the NE corner of the NW $\frac{1}{4}$ of said Section 20; thence run South 0 $^{\circ}$ 33' 26" East (on an assumed bearing) 53.01 feet along the East line of said NW $\frac{1}{4}$, to an intersection with the Southerly right of way line of Sample Road, as now located and constructed, and the Point of Beginning; thence run South 88 $^{\circ}$ 30' 36" West 1049.67 feet along said Southerly right of way line; thence run South 0 $^{\circ}$ 0' 54" East 997.47 feet; thence run North 89 $^{\circ}$ 59' 06" East 1493.64 feet, to a point of curvature of a curve to the right; thence along the arc of said curve to the right, having a radius of 300 feet and a central angle of 39 $^{\circ}$ 02' 28", run Southeasterly 204.42 feet, to a point of tangency; thence run South 50 $^{\circ}$ 58' 26" East 146.47 feet along the tangent extended, to a point of curvature of a curve to the right; thence along the arc of said curve to the right, having a radius of 300 feet and a central angle of 105 $^{\circ}$ 11' 31", run Southeasterly and Southwesterly 550.78 feet, to a point of tangency; thence run South 54 $^{\circ}$ 13' 05" West 48.14 feet along the tangent extended, to a point of curvature of a curve to the left; thence along the arc of said curve to the left, having a radius of 315 feet and a central angle of 101 $^{\circ}$ 57' 51", run Southwesterly and Southeasterly 560.58 feet, to a point of tangency; thence run South 47 $^{\circ}$ 44' 46" East 162.15 feet along the tangent extended, to a point of curvature of a curve to the right; thence along the arc of said curve to the right, having a radius of 250 feet and a central angle of 96 $^{\circ}$ 03' 08", run Southeasterly and Southwesterly 419.11 feet, to a point of tangency; thence run South 48 $^{\circ}$ 18' 22" West 128.53 feet along the tangent extended, to a point of curvature of a curve to the right; thence along the arc of said curve to the right, having a radius of 400 feet and a central angle of 41 $^{\circ}$ 40' 44", run Southwesterly 290.97 feet,

to a point of tangency; thence run South $89^{\circ} 59' 06''$ West 1124.59 feet along the tangent extended, to a point of curvature of a curve to the left; thence along the arc of said curve to the left, having a radius of 261.41 feet and a central angle of $43^{\circ} 49' 51''$, run Southwesterly 199.98 feet, to a point of reverse curvature; thence along the arc of a curve to the right, having a radius of 600 feet and a central angle of $43^{\circ} 49' 51''$, run Southwesterly 459 feet, to a point of tangency; thence run South $89^{\circ} 59' 06''$ West 208.61 feet along the tangent extended, to a point of intersection with the arc of a curve running Southwesterly to the right, a radial at said point bearing North $69^{\circ} 31' 39''$ West; thence along the arc of said curve to the right, having a radius of 400 feet and a central angle of $69^{\circ} 30' 45''$, run Southwesterly 485.29 feet, to a point of tangency; thence run South $89^{\circ} 59' 06''$ West 40 feet along the tangent extended, to an intersection with the Westerly boundary of Tract 28 in said Block 91, according to said "Palm Beach Farms Company, Plat No. 3"; thence run South $0^{\circ} 01' 54''$ East 1413.47 feet along the Westerly boundary of said Tracts 28, 33 and 38 in Block 91, to a point of intersection with the arc of a curve running Southerly to the right, a radial at said point bearing South $69^{\circ} 21' 32''$ West; thence along the arc of said curve to the right, having a radius of 345 feet and a central angle of $20^{\circ} 37' 34''$, run Southerly 124.20 feet, to a point of tangency; thence run South $0^{\circ} 00' 54''$ East 155 feet along the tangent extended, to a point of curvature of a curve to the left; thence along the arc of said curve to the left, having a radius of 50 feet and a central angle of 90° , run Southeasterly 78.54 feet, to a point of tangency; thence run North $89^{\circ} 59' 06''$ East 1157.89 feet along the tangent extended, to an intersection with a line 60 feet North of, as measured at right angles and parallel to the South line of the SW $\frac{1}{4}$ of said Section 20; thence run North $89^{\circ} 12' 36''$ East 739.44 feet along said parallel line; thence run North $88^{\circ} 58' 43''$ East 1333.69 feet along a line 60 feet North of, as measured at right angles and parallel to the South line of the SE $\frac{1}{4}$ of said Section 20, to an intersection with the West line of the South $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 20; thence run North $0^{\circ} 41' 10''$ West 590.73 feet to the NW corner of said South $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$; thence run North $88^{\circ} 57' 35''$ East 1304.98 feet along the North line of said South $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$, to an intersection with the Westerly right of way line of Florida's Turnpike;

thence run North $14^{\circ} 30' 41''$ West 254.10 feet along said Westerly right of way line, to a point of curvantage of a curve to the right; thence along said Westerly right of way line on the arc of said curve to the right, having a radius of 7789.44 feet and a central angle of $13^{\circ} 43' 55''$, run Northwesterly 1866.88 feet, to a point of tangency; thence run North $0^{\circ} 46' 46''$ West 2366.45 feet along said Westerly right of way line, being the tangent extended, to an intersection with the Southerly right of way line of Sample Road, as now located and constructed; thence run North $88^{\circ} 34' 31''$ West 740.18 feet along said Southerly right of way line, to a point of intersection; thence run South $88^{\circ} 33' 33''$ West 1597.43 feet along said Southerly right of way line, to the Point of Beginning, and excepting therefrom that portion thereof described as follows: Commencing at said Northeast corner of the Northwest one-quarter ($NW\frac{1}{4}$) of Section 20; thence run South $0^{\circ} 33' 26''$ East (on an assumed bearing) 53.01 feet along the East line of said Northwest one-quarter ($NW\frac{1}{4}$) to an intersection with the Southerly right of way line of Sample Road, as now located and constructed, and the Point of Beginning; thence run North $88^{\circ} 33' 33''$ East 1597.43 feet along said Southerly right of way line; thence run South $88^{\circ} 34' 31''$ East 740.18 feet along said Southerly right of way line; thence run South $0^{\circ} 46' 46''$ East 93.01 feet along the West right of way line of Florida's Turnpike; thence run North $88^{\circ} 44' 15''$ West 699.67 feet; thence run South $88^{\circ} 33' 33''$ West 700.00 feet; thence run North $1^{\circ} 26' 27''$ West 50.00 feet; thence run South $88^{\circ} 33' 33''$ West 937.45 feet; thence run South $88^{\circ} 30' 36''$ West 1050.12 feet; thence run North $0^{\circ} 00' 54''$ West 47.01 feet; thence run N. $88^{\circ} 30' 36''$ East 1049.67 feet, to the Point of Beginning.

Said lands situate in the city of Coconut Creek, Broward County, Florida and containing 348.20 acres more or less.

2/1/80

EXHIBIT "B"

TRADEWINDS PARK (NORTH AND SOUTH) WATER AND WASTEWATER AGREEMENT

SCHEDULE OF CONNECTION

PROPOSED CURRENT PARK DEVELOPMENT ERU CALCULATIONS:

TRADEWINDS PARK SOUTH ADDITIONS:

Recreation Pavilion	6,956 SF x 0.177 ERU / 1000 SF =	1.23 ERUs	
Subtotal	=		1.23 ERUs

TRADEWINDS PARK NORTH ADDITIONS:

Office	3,381 SF x 0.636 ERU / 1000 SF =	2.15 ERUs	
Storage Area	10,168 SF x 0.177 ERU / 1000 SF =	<u>1.80 ERUs</u>	
Subtotal	=		<u>3.95 ERUs</u>

TOTAL	=		
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PROPOSED FUTURE PARK DEVELOPMENT ERU CALCULATIONS:

TRADEWINDS PARK SOUTH ADDITIONS:

Storage Area	1,800 SF x 0.177 ERU / 1000 SF =	0.32 ERUs	
Office	3,200 SF x 0.636 ERU / 1000 SF =	<u>2.04 ERUs</u>	
Subtotal	=		2.36 ERUs

TRADEWINDS PARK NORTH ADDITIONS:

Recreational Pavilion	22,750 SF x 0.177 ERU's / 1000 SF =	4.03 ERUs	
Office	2,000 SF x 0.636 ERU's / 1000 SF =	1.27 ERUs	
Merchandising	3,275 SF x 0.550 ERU's / 1000 SF =	<u>1.80 ERUs</u>	
Subtotal	=		<u>7.10 ERUs</u>

TOTAL	=		
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GRAND TOTAL ERU CALCULATIONS:	=		14.64 ERU's
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Say	=		
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PROPOSED PARK DEVELOPMENT WATER & WASTEWATER IMPACT FEE:

15.00 ERUs x \$4,256.97* / ERU = **\$63,854.55**

* - As adjusted by the City Engineer on July 1, 2010.