

RESOLUTION NO. 04-~~200~~

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING THE AGREEMENT FOR WATER AND SEWER FACILITIES BETWEEN MIAMI-DADE COUNTY AND THE TOWN OF MIAMI LAKES FOR ROYAL OAKS PARK; AUTHORIZING THE TOWN MANAGER AND TOWN ATTORNEY TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN ATTORNEY TO PREPARE AN OPINION OF TITLE FOR THE PARK; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Miami Lakes (the “Town”) has received bids for design and construction of Royal Oaks Park (the “Park”) and will begin the project in the coming months; and

WHEREAS, in order for the Park to receive water and sewer service from Miami-Dade County (the “County”), an Agreement for Water and Sanitary Sewage Facilities (the “Agreement”) must be executed between the Town and the County; and

WHEREAS, the Town Council finds that it is in the best interest of the Town to approve the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:

Section 1. **Recitals.** The above Recitals are true and correct and incorporated herein by this reference.

Section 2. **Approval of Agreement.** The Agreement for Water and Sanitary Sewage Facilities between Miami-Dade County and the Town of Miami Lakes, attached as Exhibit “A,” together with such changes to the connection fees and/or sizing requirements that may be

advantageous to the Town and such other non-material changes as may be acceptable to the Town Manager and approved as to form and legality by the Town Attorney, is approved.

Section 3. Authorization of Town Officials. The Town Manager and Town Attorney are authorized to take all steps necessary to implement the terms and conditions of the Agreement.

Section 4. Authorization of Fund Expenditure. The Town Manager is authorized to expend budgeted funds to implement the terms and conditions of the Agreement.

Section 5. Opinion of Title. The Town Attorney is authorized to prepare an Opinion of Title and any other accompanying documents, for the Park, as required by Section 33 of the Agreement.

Section 6. Execution of Agreement. The Mayor is authorized to execute the Agreement on behalf of the Town.

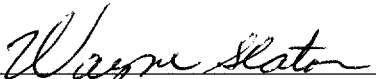
Section 7. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 10th day of February, 2004.

Motion to adopt by Simon, second by Collins.

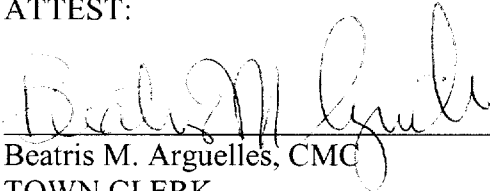
FINAL VOTE AT ADOPTION

Mayor Wayne Slaton	<u>Yes</u>
Vice Mayor Roberto Alonso	<u>Yes</u>
Councilmember Mary Collins	<u>Yes</u>
Councilmember Robert Meador	<u>Yes</u>
Councilmember Michael Pizzi	<u>Yes</u>
Councilmember Nancy Simon	<u>Yes</u>
Councilmember Peter Thomson	<u>Yes</u>



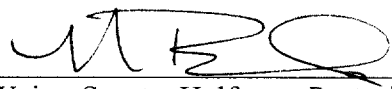
Wayne Slaton
MAYOR

ATTEST:



Beatris M. Arguelles, CMC
TOWN CLERK

Approved as to form and legality for the use
and benefit of the Town of Miami Lakes only:



Weiss, Serota, Helfman, Pastoriza, Guedes,
Cole & Boniske
TOWN ATTORNEY

ROYAL OAKS PARK, ID# 18596

**AGREEMENT
FOR
WATER AND SANITARY SEWAGE FACILITIES
BETWEEN
MIAMI-DADE COUNTY
AND
TOWN OF MIAMI LAKES**

This instrument prepared by:

Clementine Sherman
New Business Administrative Officer II
Utilities Development Division
Miami-Dade Water and Sewer Department
3575 S. LeJeune Road
Miami, Florida 33146-2221

ROYAL OAKS PARK, ID# 18596

THIS AGREEMENT, made and entered into at Miami-Dade County, Florida, this _____ day of _____, 2004 by and between **Miami-Dade County**, a political subdivision of the State of Florida, hereinafter designated as the "**COUNTY**", whose mailing address is: c/o Miami-Dade Water and Sewer Department, 3575 S. LeJeune Road, Miami, Florida 33146-2221 and the **Town of Miami Lakes**, a political subdivision of the State of Florida, hereinafter designated as the "**DEVELOPER**", whose mailing address is: c/o Mr. Alex, Rey, Town Manager, 6853 Main Street, Miami Lakes, Florida, 33014.

W I T N E S S E T H:

WHEREAS, the **DEVELOPER** desires water and sewer service to be rendered to property owned by the **DEVELOPER**, and

WHEREAS, the **Miami-Dade Water and Sewer Department**, hereinafter, designated as the "**DEPARTMENT**", operates the water and sewage systems owned by the **COUNTY**.

NOW, THEREFORE, in consideration of the mutual covenants entered into between the parties hereto to be made and performed and in consideration of the benefits to accrue to each of the respective parties, it is covenanted and agreed to as follows:

1. **DEVELOPER'S PROPERTY.** The **DEVELOPER** owns a certain tract of land in Miami-Dade County, Florida, which is legally described in **Exhibit "A"** attached hereto and made a part hereof, hereinafter, sometimes described as the "**DEVELOPER'S** property". The **DEVELOPER** has requested that the **DEPARTMENT** render water and sewer service to the **DEVELOPER'S** property and the **COUNTY** agrees to do so subject to the terms, covenants and conditions contained herein.

2. **DEVELOPER ACKNOWLEDGMENT.** The **DEVELOPER** hereby acknowledges and agrees that any right to connect the **DEVELOPER'S** property to the **COUNTY'S** sewer system is subject to the terms, covenants and conditions set forth in the Settlement Agreement between the **Florida Department of Environmental Protection**, hereinafter, designated as the "**DEP**", and the **COUNTY** dated July 27, 1993, the First Amendment to Settlement Agreement between **DEP** and the **COUNTY** dated December 21, 1995, the First Partial Consent Decree and the Second and Final Partial Consent Decree **United States of America Environmental Protection Agency vs. Metropolitan Dade County (Case Number 93-1109 CIV-Moreno)**, as currently in effect or as amended or modified in future agreements and all other current, subsequent or future agreements, court orders, judgments, consent orders, consent decrees and the like entered into between the **COUNTY** and the United States, State of Florida and/or any other governmental entity, and all other current, subsequent or future enforcement and regulatory actions and proceedings.

3. **PROVISION OF SERVICE AND CONNECTION CHARGES.** The **COUNTY** will provide an adequate domestic water supply for the **DEVELOPER'S** property and will receive and dispose of sanitary sewage from the **DEVELOPER'S** property. The **DEVELOPER** shall pay water and sewer connection charges for all those units to be constructed and connected on the **DEVELOPER'S** property. The connection charges are based on the average daily gallons for the various building units and/or use as shown on **Exhibit "B"** attached hereto and made a part hereof, multiplied by the applicable rates established by the **COUNTY**. The **DEVELOPER** intends to construct and connect an eleven thousand two hundred (11,200) square foot recreation building and a public park for an estimated three hundred twenty (320) persons per day. Therefore, the agreed total average daily gallonage is two thousand seven hundred twenty (2720) gallons, resulting in combined water and sewer connection charges in the amount of nineteen thousand twelve dollars and eighty cents (\$19,012.80). However, water and sewer connection charges shall be calculated at the rates in effect at the time of actual connection to the **COUNTY'S** water and sewer systems and shall be paid by the **DEVELOPER** prior to the **DEPARTMENT'S** installation of a water meter and/or the rendition of sewer service to the **DEVELOPER'S** property. The **DEPARTMENT'S** current connection charge rates are one dollar and thirty-nine cents (\$1.39) and five dollars and sixty cents (\$5.60) per gallon per day for water and sewer, respectively. The water and sewer connection charge rates are subject to revision at any time.

4. **OTHER USES ON THE PROPERTY.** If the **DEVELOPER** intends to construct building units and/or uses on the **DEVELOPER'S** property for which the total average daily gallonage as calculated by using **Exhibit "B"** attached hereto will increase the total average daily gallonage specified hereinabove, additional capacity will be required. Therefore, connection charges, computed at prevailing rates, capacity allocation, if available, and construction connection charges, if any, shall be increased accordingly by an addendum to this Agreement. If applicable, the **DEVELOPER** shall provide the **COUNTY** a list of all tenants prior to the installation of any domestic water meters by the **COUNTY** for the **DEVELOPER'S** property.

5. **POINTS OF CONNECTION.** The **COUNTY** owns and operates an eight (8) inch water main located in N.W. 166 Terrace abutting the entire northern boundary of the **DEVELOPER'S** property, from which the **DEVELOPER** shall connect and install a twelve (12) inch water main southerly within the property, thence easterly to N.W. 87 Avenue, interconnecting to the existing sixteen (16) inch water main in N.W. 87 Avenue. The **COUNTY** also owns and operates eight (8) inch gravity sewer mains located in N.W. 166 Terrace and in N.W. 87 Avenue abutting the entire northern and eastern boundaries, respectively the **DEVELOPER'S** property, from which the **DEVELOPER** shall connect, provided that there is sufficient depth and that there are no obstacles which would preclude construction of the sewer. These matters shall be addressed and resolved by the **DEVELOPER'S** engineer. Other points of connection may be established subject to approval of the **DEPARTMENT**.

6. **DESIGN AND CONSTRUCTION OF FACILITIES.** The **DEVELOPER** at its own cost and expense shall cause to be designed, constructed and installed all of the necessary water and/or sewer facilities provided for in this Agreement unless otherwise specified. The facilities shall include any and all water mains, valves, fittings, fire hydrants, firelines, service connections, service lines, shutoffs, meter boxes, air release valves, gravity sewer mains, laterals, manholes, and all appurtenances thereto for a complete installation. The final design and construction of the facilities shall meet the requirements set forth in the latest revision of the **DEPARTMENT'S "Rules and Regulations"** for water and/or sewer service, shall be in accordance with the latest revision of the **DEPARTMENT'S "Design and Construction Standard Specifications and Details"**, and shall be subject to approval by the **DEPARTMENT**.

7. **INSPECTION.** The design and construction of facilities to be owned by the **COUNTY** shall conform to the **COUNTY** standards and regulations. The **COUNTY** shall have the right but not the obligation to make engineering inspections of all the construction work performed by the **DEVELOPER** under the terms of this Agreement including private facilities not to be conveyed to the **COUNTY**. Such inspections shall not be construed to constitute any guarantee on the part of the **COUNTY** as to the quality and condition of materials and workmanship. Any inspections by the **DEPARTMENT** shall not relieve the **DEVELOPER** of any responsibility for proper construction of said facilities in accordance with approved plans and specifications. Furthermore, any inspections by the

DEPARTMENT shall not relieve the **DEVELOPER** of any responsibility for the quality and condition of materials and workmanship.

8. **TESTS.** During construction and at the time when various tests are required, the **COUNTY'S** engineer or its authorized representative, together with the **DEVELOPER'S** engineer and contractor, shall jointly be present to witness tests for determination of conformance with approved plans and specifications. The **DEVELOPER** shall notify the **COUNTY** a minimum of twenty-four (24) hours in advance of the tests.

9. **CONSTRUCTION MEETINGS.** The **COUNTY** reserves the right to schedule construction meetings with the **DEVELOPER'S** representatives (Engineer, Project Manager, Construction Superintendent and others) at a place designated by the **COUNTY** with respect to project related matters upon twenty-four (24) hours notice.

10. **APPROVALS AND PERMITS.** The **DEVELOPER** shall be fully responsible for obtaining all required approvals from all appropriate governmental and regulatory agencies and all necessary permits for all facilities contemplated in this Agreement.

11. **COUNTY AS PERMITTEE.** Certain federal, state and county agencies, including but not limited to the State of Florida Department of Transportation, the South Florida Water Management District, the U.S. Army Corps of Engineers and the Florida East Coast Railroad may require that the **COUNTY** be named as permittee for certain

construction activities even though the **DEVELOPER'S** contractor will actually perform the work. To insure that the **COUNTY** will incur no costs or liability as a result of being named permittee on such permits, the **DEVELOPER** shall provide sufficient security as acceptable to the **COUNTY** which shall indemnify and protect the **COUNTY** from all claims, actions, judgments, liability, loss, cost and expense, including reasonable attorney's fees, related to work performed by the **DEVELOPER** pursuant to such permits. The security shall be furnished prior to the start of construction and shall be in an amount equal to the **COUNTY'S** cost estimate for the permit work. The **DEVELOPER** shall have sixty (60) days to resolve any claims by a permittor. Otherwise, the **DEPARTMENT** shall be entitled to pay said claims from the security. The **DEVELOPER** shall be liable for all costs in excess of the security.

12. **WATER SERVICE LINES.** Any water service lines two (2) inches in diameter or less that are required for the **DEVELOPER'S** property which will be directly connected to existing mains owned by the **COUNTY**, shall be installed by **COUNTY** personnel only. The **DEVELOPER** hereby agrees to pay to the **COUNTY** its standard water service line installation charge, permit fees and service fees prior to any such installation.

13. **OWNERSHIP OF WATER METER.** The **COUNTY** shall provide, own and install the required water meter at its own expense as a part of any water service

installation. Ownership by the **COUNTY** shall terminate at the outlet side of each water meter.

14. **WATER MAIN CONSTRUCTION CONNECTION CHARGES.** The **DEVELOPER** shall pay a water main construction connection charge equal to twelve dollars (\$12.00) per front foot of its property, which directly abuts a twelve (12) inch water main in N.W. 164 Street, which was installed by other parties (ID #14247 PH 1). The length of front footage abutting the water main in N.W. 164 Street is hereby estimated to be one thousand forty (1,040) feet, resulting in construction connection charges in the amount of twelve thousand four hundred eighty dollars (\$12,480.00). Per annum simple interest as established and authorized by **Section 687.01, Florida Statutes** will accrue on the construction connection charge from February 16th, 2000, to the date of payment by the **DEVELOPER**. The interest rate used shall be the rate established by **Section 687.01, Florida Statutes** at the time of payment by the **DEVELOPER**. The construction connection charges and interest shall be paid to the **COUNTY** by the **DEVELOPER** prior to the installation of the first water meter and/or the provision of sewer service to the **DEVELOPER'S** property.

15. **SEWER MAIN CONSTRUCTION CONNECTION CHARGES.** The **DEVELOPER** shall pay a gravity sewer main construction connection charges equal to eleven dollars and fifty cents (\$11.50) per front foot of its property, which directly abuts a ten (10) inch gravity sewer main in N.W. 164 Street and in N.W. 87 Avenue, which was

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installed by other parties (ID #14247 PH 1). The length of front footage abutting the gravity sewer main is hereby estimated to be one thousand five hundred fifty (1,550) feet, resulting in estimated construction connection charges in the amount of seventeen thousand eight hundred twenty-five dollars (\$17,825.00). Per annum simple interest as established and authorized by **Section 687.01, Florida Statutes** will accrue on the construction connection charges from February 16th, 2000, to the date of payment by the **DEVELOPER**. The interest rate used shall be the rate established by **Section 687.01, Florida Statutes** at the time of payment by the **DEVELOPER**. The construction connection charges and interest shall be paid to the **COUNTY** by the **DEVELOPER** prior to the installation of the first water meter and/or the provision of sewer service to the **DEVELOPER'S** property.

16. **WATER MAIN CONSTRUCTION CONNECTION CHARGES.** The **DEVELOPER** shall pay a water main construction connection charge equal to twelve dollars (\$12.00) per front foot of its property, which directly abuts a twelve (12) inch water main in N.W. 164 Street and an eight (8) inch water main in N.W. 89 Court, which were installed by other parties (ID #14247 PH 2). The length of front footage abutting the water main in N.W. 164 Street is hereby estimated to be three hundred (300) feet and the length of front footage abutting the water main in N.W. 89 Place is hereby estimated to be one hundred forty (140) feet, resulting in combined construction connection charges in the amount of five thousand two hundred eighty dollars (\$5,280.00). Per annum simple interest as established and authorized by **Section 687.01, Florida Statutes** will accrue on the construction connection charge from August 1st, 2000, to the date of payment by the

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DEVELOPER. The interest rate used shall be the rate established by **Section 687.01, Florida Statutes** at the time of payment by the **DEVELOPER.** The construction connection charges and interest shall be paid to the **COUNTY** by the **DEVELOPER** prior to the installation of the first water meter and/or the provision of sewer service to the **DEVELOPER'S** property.

17. **SEWER MAIN CONSTRUCTION CONNECTION CHARGES.** The **DEVELOPER** shall pay a gravity sewer main construction connection charges equal to eleven dollars and fifty cents (\$11.50) per front foot of its property, which directly abuts a ten (10) inch gravity sewer main in N.W. 164 Street and an eight (8) inch gravity sewer main in N.W. 89 Court, which were installed by other parties (ID #14247 PH 2). The length of front footage abutting the gravity sewer main in N.W. 164 Street is hereby estimated to be four hundred thirty (430) feet, and the length of front footage abutting the eight (8) inch gravity sewer main in N.W. 89 Place is hereby estimated to be one hundred forty (140) feet, resulting in combined estimated construction connection charges in the amount of six thousand five hundred fifty-five dollars (\$6,555.00). Per annum simple interest as established and authorized by **Section 687.01, Florida Statutes** will accrue on the construction connection charges from August 1st, 2000, to the date of payment by the **DEVELOPER.** The interest rate used shall be the rate established by **Section 687.01, Florida Statutes** at the time of payment by the **DEVELOPER.** The construction connection charges and interest shall be paid to the **COUNTY** by the **DEVELOPER** prior to

the installation of the first water meter and/or the provision of sewer service to the **DEVELOPER'S** property.

18. **WATER MAIN CONSTRUCTION CONNECTION CHARGES** The **DEVELOPER** shall pay a water main construction connection charge equal to eighteen dollars (\$18.00) per front foot of its property, which directly abuts an eight (8) inch water main in N.W. 166 Terrace, which was installed by other parties (ID #12773). The length of front footage abutting the water main in N.W. 166 Terrace is hereby estimated to be one hundred eighty (180) feet, resulting in estimated construction connection charges in the amount of three thousand two hundred forty dollars (\$3,240.00). Per annum simple interest as established and authorized by **Section 687.01, Florida Statutes** will accrue on the construction connection charge from February 12th, 1999, to the date of payment by the **DEVELOPER**. The interest rate used shall be the rate established by **Section 687.01, Florida Statutes** at the time of payment by the **DEVELOPER**. The construction connection charge and interest shall be paid to the **COUNTY** by the **DEVELOPER** prior to the installation of the first water meter and/or the provision of sewer service to the **DEVELOPER'S** property.

19. **SEWER MAIN CONSTRUCTION CONNECTION CHARGES.** The **DEVELOPER** shall pay a gravity sewer main construction connection charge equal to twenty dollars (\$20.00) per front foot of its property, which directly abuts an eight (8) inch gravity sewer main in N.W. 166 Terrace and in N.W. 87 Avenue, which was installed by

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other parties (ID #12773). The length of front footage abutting the gravity sewer main is hereby estimated to be two hundred forty (240) feet, resulting in combined estimated construction connection charges in the amount of four thousand eight hundred dollars (\$4,800.00). Per annum simple interest as established and authorized by **Section 687.01, Florida Statutes** will accrue on the construction connection charge from February 12th, 1999, to the date of payment by the **DEVELOPER**. The interest rate used shall be the rate established by **Section 687.01, Florida Statutes** at the time of payment by the **DEVELOPER**. The construction connection charge and interest shall be paid to the **COUNTY** by the **DEVELOPER** prior to the installation of the first water meter and/or the provision of sewer service to the **DEVELOPER'S** property.

20. **WATER MAIN CONSTRUCTION CONNECTION CHARGES** The **DEVELOPER** shall pay a water main construction connection charge equal to eighteen dollars (\$18.00) per front foot of its property, which directly abuts an eight (8) inch water main in N.W. 166 Terrace, which was installed by other parties (ID #15011). The length of front footage abutting the water main in N.W. 166 Terrace is hereby estimated to be one thousand seventy (1,070) feet, resulting in estimated construction connection charges in the amount of nineteen thousand two hundred sixty dollars (\$19,260.00). Per annum simple interest as established and authorized by **Section 687.01, Florida Statutes** will accrue on the construction connection charge from October 27th, 2000, to the date of payment by the **DEVELOPER**. The interest rate used shall be the rate established by **Section 687.01, Florida Statutes** at the time of payment by the **DEVELOPER**. The

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construction connection charge and interest shall be paid to the **COUNTY** by the **DEVELOPER** prior to the installation of the first water meter and/or the provision of sewer service to the **DEVELOPER'S** property.

21. **SEWER MAIN CONSTRUCTION CONNECTION CHARGES.** The **DEVELOPER** shall pay a gravity sewer main construction connection charge equal to twenty dollars (\$20.00) per front foot of its property, which directly abuts an eight (8) inch gravity sewer main in N.W. 166 Terrace, which was installed by other parties (ID #15011). The length of front footage abutting the gravity sewer main in N.W. 166 Terrace is hereby estimated to be one thousand one hundred ten (1,110) feet, resulting in estimated construction connection charges in the amount of twenty-two thousand two hundred dollars (\$22,200.00). Per annum simple interest as established and authorized by **Section 687.01, Florida Statutes** will accrue on the construction connection charge from October 27th, 2000, to the date of payment by the **DEVELOPER**. The interest rate used shall be the rate established by **Section 687.01, Florida Statutes** at the time of payment by the **DEVELOPER**. The construction connection charge and interest shall be paid to the **COUNTY** by the **DEVELOPER** prior to the installation of the first water meter and/or the provision of sewer service to the **DEVELOPER'S** property.

22. **TREATMENT AND TRANSMISSION CAPACITY.** In addition to the covenants and conditions set forth herein, water and sewer service to be rendered by the **COUNTY** is subject to the following:

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- a. issuance of a valid operation permit by the State of Florida for the **COUNTY'S** sewage treatment facility serving the **DEVELOPER'S** property which allows additional connections,
- b. sufficient available capacity in the **COUNTY'S** sewage system and connection approval, as specified in paragraph two (2) herein,
- c. available water by the **COUNTY**.

However, in no event will the **COUNTY** be obligated to supply any more water or sewage treatment capacity in any one year than is called for by the building connection schedule attached hereto and made a part hereof as **Exhibit "C"**. Any variation from said connection schedule which results in increased yearly demand on the water resources or sewage treatment facility capacity of the **COUNTY** not specifically provided for in **Exhibit "C"** shall be subject to the written approval and consent of the **DEPARTMENT** and shall be dependent on the availability of the water resource and the various restrictions placed on the supply of water or the disposal of sewage by local, state and federal government agencies and the physical limitations on the **COUNTY'S** supply and treatment capacity. If the **DEVELOPER** does not utilize the yearly amount of water or sewage treatment facility allocation specified in **Exhibit "C"**, said amount will be available to the **DEVELOPER** in the next calendar year subject to the limitations and provisions specified herein.

23. **ALLOCATION OF CAPACITY.** The **COUNTY** agrees to include the aforesaid allocation in its regional water supply, production and transmission facilities and

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regional sanitary sewer system, once the **DEVELOPER** is granted necessary sewer allocation, as specified in paragraph two (2) hereinabove. However, it is mutually agreed and understood by the **COUNTY** and the **DEVELOPER** that the allocation of capacity by the **COUNTY** does not guarantee the ability of the **COUNTY** to supply water for the **DEVELOPER'S** property or the ability to receive and dispose of sewage originating from the **DEVELOPER'S** property. Capacity allocation is subject to local, state and federal agencies and other regulatory bodies having jurisdiction. In connection therewith, the **DEVELOPER** agrees that the **COUNTY** shall not be liable or in any way responsible for any costs, claims or losses incurred by the **DEVELOPER** as a result of actions by regulatory bodies, which are related to capacity allocation.

24. **FACILITIES EASEMENTS.** If the facilities contemplated herein or any portion thereof are installed within private property outside of public right-of-way, the facilities shall be installed in the center of a twelve (12) foot wide easement for water facilities and fifteen (15) foot wide easement for sewer facilities. Both require a twenty-five (25) feet minimum vertical clearance above the finished grade. The **DEPARTMENT** shall have twenty-four (24) hour access to the easement for emergency purposes. If the facilities are not located in platted easements, then easements shall be granted to the **COUNTY** by the **DEVELOPER** prior to the **COUNTY'S** installation of a water meter and/or the rendition of sewer service to the **DEVELOPER'S** property.

25. **CONVEYANCE OF TITLE.** Conveyance of all easements shall be by separate instruments in recordable form as approved by the **COUNTY** and shall be accompanied by a written opinion of title by an attorney licensed to practice law in the State of Florida which states that the **DEVELOPER** is the owner of the property interest to be conveyed, subject only to liens, encumbrances and restrictions as are acceptable to the **COUNTY**. The opinion shall also state that upon execution by the **DEVELOPER**, a valid and enforceable easement will be vested to the **COUNTY**. The **DEVELOPER** shall pay for all recording fees and for all documentary stamps. The details for all conveyances are specified hereinabove. Failure of the **DEVELOPER** to provide proper conveyances shall be cause for the **COUNTY** to refuse to render service to the **DEVELOPER'S** property.

26. **DRAWINGS AND CONVEYANCE DOCUMENTS.** Following completion of the water and/or sewer facilities contemplated herein for **COUNTY** ownership, the **COUNTY** shall provide conveyance documents, which may include bills of sales, releases of liens and grants of easements for execution by the **DEVELOPER**. The properly executed documents shall be delivered to and accepted by the **COUNTY** prior to the rendition of water and/or sewer service by the **COUNTY**. The **DEVELOPER** shall pay for all recording fees and for all documentary stamps. These conveyances shall be accompanied, by copies of paid bills and/or lien waivers, releases, or satisfactions from all persons who performed work on **DEVELOPER'S** property and all persons who incorporate materials into the property, together with a breakdown of the actual cost of said facilities. Concurrently, the **DEVELOPER** shall furnish the **COUNTY** with one (1) set of mylar as-built

drawings showing specific locations and depths among other things, of all facilities as located by a licensed surveyor, along with four (4) prints of the as-built drawings which have been sealed by a surveyor and certified by the engineer of record. Approval by the **COUNTY** of all required conveyance documents, drawings and survey specified herein shall constitute final acceptance by the **COUNTY** of said facilities. After final acceptance, the facilities shall remain at all times the sole, complete, and exclusive property of the **COUNTY** and under the exclusive control and operation of the **COUNTY**.

27. **WARRANTY AND MAINTENANCE BOND.** The **DEVELOPER** warrants that the water and sewer facilities to be owned by the **COUNTY** shall be free from defects in materials and workmanship for a period of one (1) year from final acceptance by the **COUNTY**. Simultaneously with the conveyance of the water and/or sewer facilities, the **DEVELOPER** shall deliver to the **COUNTY** an executed maintenance bond, which guarantees the warranty. If it becomes necessary to repair and/or replace any of the facilities during the initial one (1) year period, then the warranty as to those items repaired and/or replaced shall continue to remain in effect for an additional period of one (1) year from the date of final acceptance by the **COUNTY** of those repairs and/or replacement. The bond shall be in the amount equal to the sum of those portions of the actual cost of construction of said facilities as follows:

<u>Types of Facilities</u>	<u>Percentage of Actual Construction Cost</u>
Water mains	25
Gravity sewers (laterals)	50

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The bonds shall have as the surety thereon only such surety company as is acceptable to the **COUNTY** and which is authorized to write bonds of such character and amount under the laws of the State of Florida. A surety company must have a **Best's Key Rating Guide General Policyholder's Rating of "A"** or better and a **Financial Category of Class "V"** or better or be acceptable to the **COUNTY**. The attorney-in-fact or other officer who signs a bond must file with such bonds a certified copy of his power-of-attorney authorizing him to do so. The Maintenance Bond may be written with the **DEVELOPER'S** contractor as "Principal" and the **DEVELOPER** and the **COUNTY** as "Co-obligees" or the **COUNTY** as sole "Obligee". In the alternative, the **DEVELOPER** may be named as "Principal" and the **COUNTY** as "Obligee". The Maintenance Bond shall remain in force for one (1) year following the date of final acceptance by the **COUNTY** of the work done pursuant to this Agreement to protect the **COUNTY** against losses resulting from any and all defects in materials or improper performance of work. If there is no building construction underway within the **DEVELOPER'S** property at the time of conveyance, the **COUNTY** shall have the right to require that the term of the Maintenance Bond be extended for a period not to exceed an additional two (2) years. Upon demand by the **COUNTY**, the **DEVELOPER** shall cause to be corrected all such defects which are discovered within the warranty period or periods as set forth above, failing which the **COUNTY** shall make such repairs and/or replacements of defective work and/or materials and the **DEVELOPER** and/or its Surety shall be liable to the **COUNTY** for all costs arising therefrom. The **DEVELOPER**

also warrants that it shall be solely responsible for the repair of any damages to said facilities caused by persons in its employment.

28. **TERMS OF AGREEMENT.** Both the **DEVELOPER** and the **COUNTY** recognize that time is of the essence and that this Agreement shall be deemed null and void and unenforceable if the **DEVELOPER** fails to comply with any of the following conditions, where applicable:

- a. After execution of this Agreement, work on the **DEVELOPER'S** property shall commence within one hundred eighty (180) days from the execution date. Work shall be considered to have commenced when a full complement of workmen and equipment is present at the site to diligently incorporate materials and equipment into the construction of the water and/or sewer facilities throughout the day on each full working day, weather permitting,
- b. Once the **DEVELOPER** commences construction on the **DEVELOPER'S** property, building construction cannot be suspended, abandoned, or not in active progress for a period exceeding one hundred eighty (180) days.

29. **INDEMNIFICATION CLAUSE.** The **DEVELOPER** shall indemnify and hold harmless the **COUNTY** and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the **COUNTY** or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out

of, relating to or resulting from the performance of this Agreement by the **DEVELOPER** or its employees, agents, servants, partners principals, contractors and/or subcontractors. The **DEVELOPER** shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the **COUNTY**, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The **DEVELOPER** expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the **DEVELOPER** shall in no way limit the responsibility to indemnify, keep and save harmless and defend the **COUNTY** or its officers, employees, agents and instrumentalities as herein provided.

30. **FORCE MAJEURE.** Should either party be prevented from performing any obligations herein, including but not limited to water and/or sewer service, due to or resulting from a force majeure or inevitable accident or occurrence, such party shall be excused from performance. As used herein, force majeure shall mean an act of God which includes but is not limited to sudden, unexpected or extraordinary forces of nature such as floods, washouts, storms, hurricanes, fires, earthquakes, landslides, epidemics, explosions or other forces of nature. Inevitable accidents or occurrences shall mean those which are unpreventable by the either party and shall include but not be limited to strikes, lockouts, other industrial disturbances, wars, blockades, acts of public enemies, insurrections, riots, federal, state, county and local governmental restraints and restrictions, military action, civil disturbances, explosions, conditions in federal, state, county and local permits, bid

protests, manufacturing and delivery delays, unknown or unanticipated soil, water or ground conditions and cave-ins, or otherwise, and other causes reasonably beyond the control of either party, whether or not specifically enumerated herein.

31. **SERVICE CHARGES.** The **DEVELOPER** agrees to pay to the **COUNTY** the prevailing service charges for water supply and fire protection, sewage collection and disposal within the **DEVELOPER'S** property as may be applicable until the responsibility for payment of said charges is properly transferred in accordance with the **COUNTY'S** regulations.

32. **USE OF FACILITIES BY COUNTY.** The **COUNTY** reserves the right to make full use of the water and/or sewer facilities to be owned by the **COUNTY** as contemplated herein to serve other customers at any time.

33. **OPINION OF TITLE.** With the execution of this Agreement, the **DEVELOPER** at its own expense shall deliver to the **DEPARTMENT** an opinion of title for the **DEVELOPER'S** property, issued by a qualified attorney, licensed to practice law in the State of Florida, which states that the **DEVELOPER** owns fee simple title to the property referred to herein.

34. **BACTERIOLOGICAL TESTS AND INDEMNIFICATION.** **DEP** requires that prior to the rendition of any new water service by the **DEPARTMENT**, bacteriological tests

must be performed. It is the responsibility of the **DEVELOPER** to comply with all such requirements and to obtain all necessary approvals. In addition, the use of floating meters for construction purposes is subject to State of Florida requirements and approval by the **COUNTY**. The **DEVELOPER** may request approval for the use of floating meters prior to actual conveyance of title to the facilities to the **COUNTY**. However, the **COUNTY** may be required to execute documents to the Miami-Dade County Department of Environmental Resources Management or State of Florida Department of Health, which state that the **COUNTY** has accepted title to the facilities. If the **COUNTY** is required to execute such documents, the **DEVELOPER** agrees to indemnify and hold the **COUNTY** harmless from and against all claims, actions, judgments, damages, loss, cost and expense including reasonable attorney's fees which may be incurred by the **COUNTY** in connection with the rendition of water service through the facilities constructed and installed by the **DEVELOPER** prior to conveyance of title to the **COUNTY**, including but not limited to those which result from failure to properly maintain and repair the water facilities.

35. **ASSIGNMENT OF AGREEMENT.** No right to any water supply and sewage disposal service commitment provided for in this Agreement shall be transferred, assigned or otherwise conveyed to any other party without the express written consent of the Director of the **DEPARTMENT** or his designee except as noted below. The consent of the **DEPARTMENT** shall not be required in connection with the sale, lease or other conveyance of property or any residential units or commercial establishments to any party who will be the ultimate user of the property, including but not limited to a bona fide

purchaser, lessee, resident or occupant. The intent of this paragraph is to require consent of the **DEPARTMENT** for assignments or transfers of any water and sewage disposal capacity allocation to any party who holds such property as an investment for resale or who intends to develop for sale a portion of the **DEVELOPER'S** property, so that the **COUNTY** can adequately determine the demand for water and sewage disposal capacity and plan for the fair and equitable allocation of water and sewage disposal capacity among the residents of Miami-Dade County. Consent, when required, shall not unreasonably be withheld by the **DEPARTMENT**. If the **DEVELOPER'S** property is transferred or conveyed, the **DEVELOPER** shall remain liable to the **COUNTY** for all sums of money and all obligations due hereunder unless released in writing by the **COUNTY**.

36. **ENTIRE AGREEMENT.** This Agreement supersedes all previous agreements and representations, whether oral or written, between the **DEVELOPER** and the **COUNTY** and made with respect to the matters contained herein and when duly executed constitutes the complete Agreement between the **DEVELOPER** and the **COUNTY**.

37. **NOTICE.** All notices given pursuant to this Agreement shall be mailed by United States Postal Service registered or certified mail to the parties at the addresses specified on page two (2) of this Agreement or addresses otherwise properly furnished.

ROYAL OAKS PARK, ID# 18596

38. **RECORDING OF AGREEMENT.** This Agreement is being recorded in the public records of Miami-Dade County, Florida, for the particular purpose of placing all owners and occupants, their successors and assigns, upon notice of the provisions herein contained. The **DEVELOPER** shall pay all recording fees.

ROYAL OAKS PARK, ID# 18596

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officials as of the day and year above written.

WITNESSETH:

MIAMI-DADE COUNTY

signature

By: _____

print name

**Tomas R. Goicouria
Utilities Development Division
Miami-Dade Water and Sewer
Department**

signature

print name

**STATE OF FLORIDA
COUNTY OF MIAMI-DADE**

The foregoing instrument was acknowledged before me this _____ day of _____, 2004, by **Tomas R. Goicouria, Chief, Utilities Development Division** of the Miami-Dade Water and Sewer Department, who is personally known to me and did not take an oath.

Notary Public

ROYAL OAKS PARK, ID# 18596

WITNESSETH:

TOWN OF MIAMI LAKES, A POLITICAL
SUBDIVISION OF THE STATE OF
FLORIDA

signature

By: _____ (SEAL)

print name

print name

signature

print name

**STATE OF FLORIDA
COUNTY OF MIAMI-DADE**

The foregoing instrument was acknowledged before me this _____ day of _____, 2004, by _____, who is personally known to me or and has/hasn't produced _____ as identification and did/did not take an oath.

Notary Public

Serial Number

print name

Approved for Sufficiency of Execution Only:

Assistant County Attorney

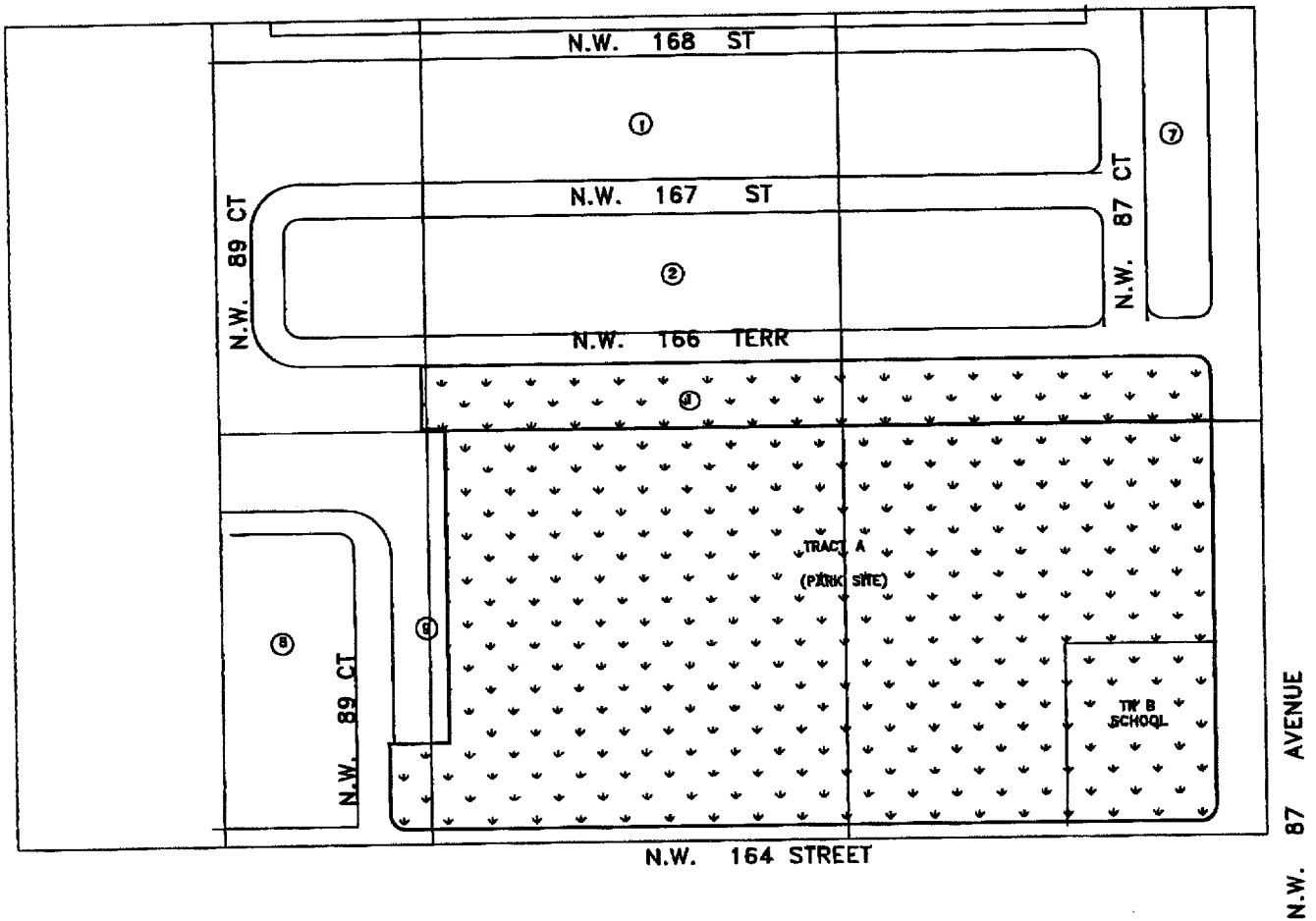
ROYAL OAKS PARK, ID# 18596

**EXHIBIT "A" OF AGREEMENT
BETWEEN
MIAMI-DADE COUNTY
AND
TOWN OF MIAMI LAKES**

LEGAL DESCRIPTION

TRACTS "A" PARK SITE AND "B", ROYAL GARDEN ESTATES, ACCORDING TO THE PLAT THEEOF, AS RECORDED IN PLAT BOOK 155, AT PAGE 4, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA AND LOTS 1 THRU 20 INCLUSIVE, BLOCK 1, SEVILLA ESTATES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 153, AT PAGE 38, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

TOWN OF MIAMI LAKES
MIAMI-DADE COUNTY / SEC. 16-52-40



A PORTION OF THE E. 1/2, N.E. 1/4, SEC. 16 TWP 52 S. RGE 40 E.

EXHIBIT "A"-1

LOCATION SKETCH FOR: ROYAL OAKS PARK ID#18596

DRAWN: ECG

CHECKED:

SCALE: 1"=300'

DATE: 01/13/03

MIAMI - DADE WATER AND SEWER DEPARTMENT

**EXHIBIT "B" OF AGREEMENT
BETWEEN
MIAMI-DADE COUNTY
AND
TOWN OF MIAMI LAKES**

SCHEDULE OF DAILY RATED GALLONAGE FOR VARIOUS OCCUPANCY

<u>TYPES OF LAND USES</u>	<u>GALLONS PER DAY</u>
Adult Congregate Living Unit / Residential Type Institution or Facility (Not a Nursing Home or Convalescent Home)	100 gpd/person
Airport	5 gpd/passenger <i>PLUS</i> 10 gpd/employee
Apartment	200 gpd/unit
Banquet Hall	25 gpd/seat
Barber Shop	10 gpd/100 sq. ft.
Bar and Cocktail Lounge	15 gpd/seat (stool)
Beauty Shop	75 gpd/chair
Bowling Alley	100 gpd/lane
Camper or R.V. Trailer Park	150 gpd/space
Car Wash	
a) Recycling-Type	750 gpd/bay
b) Hand-Type	3,500 gpd/bay
Coin Laundry	225 gpd/washer
Country Club	25 gpd/member
Dental Office	250 gpd/dentist <i>PLUS</i> 200 gpd/wet chair
Duplex or Twin Home Residence	250 gpd/unit
Factory	
a) With showers	20 gpd/100 sq. ft.
b) Without showers	10 gpd/100 sq. ft.
Food Preparation Outlet (Bakeries, Meat Markets, Commissaries, etc.)	(350 gpd minimum) 50 gpd/100 sq. ft.
Funeral Home	10 gpd/100 sq. ft.
Gas Station / Convenience Store / Mini-Mart	450 gpd/unit
Health Spa or Gym	35 gpd/100 sq. ft.
Hospital	250 gpd/bed
Hotel or Motel	100 gpd/room

ROYAL OAKS PARK, ID# 18596

<u>TYPES OF LAND USES (CONTINUED)</u>	<u>GALLONS PER DAY</u>
House of Worship	3 gpd/seat
Kennel	30 gpd/cage
Laundromat	225 gpd/washer
Marina	40 gpd/boat slip
Mobile Home Residence / Park	300 gpd/unit
Motor Vehicle Service Station	10 gpd/100 sq. ft.
Nursing / Convalescent Home	150 gpd/bed
Office Building	10 gpd/100 sq. ft.
Pet Grooming	10 gpd/100 sq. ft. <i>PLUS</i> 75 gpd/tub
Physician Office	250 gpd/physician
Public Park	
a) With toilets	5 gpd/person
b) With showers and toilets	20 gpd/person
Public Swimming Pool Facility	10 gpd/person
Restaurant	(350 gpd minimum)
a) Full-Service	50 gpd/seat
b) Fast-Food	35 gpd/seat
c) Take-Out	50 gpd/100 sq. ft.
School	
a) Day care / Nursery	5 gpd/student
b) Regular School	10 gpd/student
c) With cafeteria, add	5 gpd/student
d) With showers, add	5 gpd/student
e) Teachers and Staff	15 gpd/person
Shopping Center (dry uses only)	5 gpd/100 sq. ft.
Single Family Residence	350 gpd/unit
Speculation Building	20 gpd/1,000 sq. ft.
Stadium, Racetrack, Ballpark, Fronton, Auditorium, etc.	3 gpd/seat
Store (dry uses only)	5 gpd/100 sq. ft.
Theater	
a) Indoor Auditorium	3 gpd/seat
b) Outdoor Drive-in	5 gpd/space
Townhouse Residence	250 gpd/unit
Veterinarian Office	250 gpd/veterinarian <i>PLUS</i>
a) With kennels	30 gpd/cage
Warehouse	
a) Regular or Industrial	20 gpd/1,000 sq. ft.
b) Mini Storage or Mini Warehouse	5 gpd/1,000 sq. ft.

LEGEND:

gpd - gallons per day
sq. ft. - square feet

NOTES:

- 1) Sewage gallonage refers to sanitary sewage flow on a per unit and/or use basis for average daily flow in gallons per day.
- 2) Condominiums shall be rated in accordance with the specific type of use. (i.e. apartment, townhouse, etc.)

ROYAL OAKS PARK, ID# 18596

EXHIBIT "C" OF AGREEMENT
BETWEEN
MIAMI-DADE COUNTY
AND
TOWN OF MIAMI LAKES

BUILDING CONNECTION SCHEDULE

<u>TYPE AND NUMBER OF UNITS</u>	<u>GALLONAGE (gpd)</u>	<u>COMPLETION OF BUILDING CONNECTION</u>
Construct and connect 11,200 sq-ft of recreational building	1,120	2004 – 2005
Public park for estimated 320 persons per day	1,600	2004 – 2005