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**RESOLUTION NO. R-2022-100**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT FOR SALE OF POTABLE WATER BETWEEN THE CITY OF FORT LAUDERDALE AND THE CITY OF OAKLAND PARK; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Commission deems it to be in the best interests of the City to approve and authorize the proper City Officials to execute an Agreement for Sale of Potable Water between the City of Fort Lauderdale and the City of Oakland Park.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA THAT:**

**SECTION 1.** The foregoing "WHEREAS" clause is true and correct and hereby ratified and confirmed by the City Commission. All exhibits attached hereto are hereby incorporated herein.

**SECTION 2.** The City Commission of the City of Oakland Park, Florida, hereby approves and authorizes the proper City Officials to execute an Agreement for Sale of Potable Water between the City of Fort Lauderdale and the City of Oakland Park. A copy of the Agreement is attached hereto as Exhibit "A".

**SECTION 3.** The appropriate City officials are authorized and directed to execute the necessary documents to comply with this Resolution.

**SECTION 4.** All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

**SECTION 5.** If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered eliminated and will in no way affect the validity of the other provisions of this Resolution.

**SECTION 6.** This Resolution shall become effective immediately upon its passage and adoption.



## AGREEMENT FOR SALE OF POTABLE WATER

THIS AGREEMENT made and entered into this 3<sup>rd</sup> day of August, 2022,  
by and between:

CITY OF FORT LAUDERDALE, a municipal corporation of the  
State of Florida, herein called the "Seller,"  
and

CITY OF OAKLAND PARK, a municipal corporation of the  
State of Florida, herein called the "Consumer," collectively  
"Parties."

WHEREAS, Seller and Consumer entered into a 30-year agreement in 1963 for the provision of  
potable water from Seller to Consumer; and

WHEREAS, the Agreement was amended in 1965 and 1988 to modify the service area; and

WHEREAS, pursuant to Resolution No. 93-154, adopted at its meeting of December 1, 1993, the  
City Council of the City of Oakland Park authorized the proper officials of Consumer to enter into an  
Agreement for the purchase of potable water from the Seller; and

WHEREAS, pursuant to Resolution No. 93-214, adopted at its meeting of December 21, 1993, the  
City Commission of the City of Fort Lauderdale authorized the proper officials of Seller to enter into an  
Agreement for the sale of potable water to the Consumer; and

WHEREAS, the Parties hereto desire to continue the relationship; and

WHEREAS, the Seller, in its proprietary capacity, owns and operates a municipal public water  
supply and is in a position to continue to provide service to the Consumer; and

WHEREAS, the Consumer, in its proprietary capacity, owns and operates a water distribution  
system, and Consumer desires to continue to purchase water from Seller to service Consumer's customers  
upon terms mutually agreeable;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements, and  
other good valuable consideration, the receipt and adequacy of which are hereby acknowledged, the  
Parties agree as follows:

1. Beginning October 1, 2022, and continuing for a period of twenty-five years (25)  
thereafter, Seller agrees to sell to the Consumer and the Consumer agrees to buy from the Seller potable  
water for resale to the citizens and customers of the Consumer, under the terms and conditions set forth  
herein. The Agreement may be extended for an additional two (2) five-year terms. Each party should  
notify the other regarding intention to extend or not extend two years prior to the expiration date of the  
Agreement. After the completion of the Rate Study referred to in Section 9 of this Agreement, Consumer



shall have the option to terminate the Agreement with two (2) year's notice if the water rates charged by the Seller increase by more than ten percent (10%) in any of the years covered by the Rate Study.

2. The areas to be served by the Consumer are situated in Broward County, Florida, and are described/depicted in Exhibit "A" hereto attached and made part of this Agreement. Such areas cannot be modified without the written consent of the Seller first obtained and evidenced by an amendment to this Agreement. It is understood and agreed by the Parties that the areas described/depicted in Exhibit "A" constitute the areas served by the Consumer at the time of execution of this Agreement. It is further understood and agreed between the Parties that this Agreement shall be of no force and effect in any area in which the Seller or Consumer has outstanding contractual obligations which, in any way, conflict with the terms of this Agreement. In the event Consumer annexes an area during the term of this Agreement, upon reasonable notice, Seller will supply water to Consumer to serve such area, provided Consumer has obtained the water franchise rights for such annexed area.

3. During the term of this Agreement, the Consumer shall not purchase water from any person, firm or corporation other than the Seller for Consumer's customers within the boundaries set forth in Exhibit "A," so long as the Seller is able to supply the quantity and quality of water required by the consumer, except by written consent of Seller evidenced by an amendment to this Agreement. Seller shall not sell water to any person, firm, or corporation other than Consumer within the boundaries set forth in Exhibit "A," except as otherwise provided in this Agreement. Seller and Consumer shall each comply to the extent applicable with all laws and regulations pertaining to the delivery of potable water to the public.

4. During the term of this Agreement, the Seller will undertake to deliver water to the Consumer in such quantity and quality as are required by the Consumer for resale by the Consumer to its customers in the areas described/depicted in Exhibit "A." Water sold to Consumer hereunder will be supplied from Seller's water producing facilities and will be the same quality as the water furnished by Seller to its consumers within the city limits of Seller.

5. Consumer shall not allow any customer to connect with the Consumer's distribution system whose requirements are reasonably estimated to exceed 100,000 gallons of water per day without the prior written approval of Seller, which approval shall not be unreasonably withheld. In the event any customer, after being connected to the Consumer's distribution system, should use as much as 100,000 gallons of water per day, Consumer shall immediately notify Seller and obtain Seller's approval, which shall not be unreasonably withheld, before such customer shall be furnished water in quantities exceeding 100,000 gallons per day.

6. The Seller shall not be required during periods of water shortage resulting from an emergency condition declared by any governmental entity with jurisdiction or resulting from an inadequacy of mains or other facilities, to do more than deliver water to Consumer's master meters in such quantities as are available for allocation by the Seller among all its consumers. In the event it should become necessary for the Seller to adopt regulations for conservation of water in case of emergency per Chapter 40E-21 of the Florida Administrative Code (FAC), the Consumer agrees that it will adopt and enforce similar regulations for conservation of water during such time of emergency.

7. There shall be one (1) or more master meters located at points mutually agreeable, through which all water supplied to customers of Consumer shall be supplied, and all water furnished by Seller



shall be metered through such meters. Such meters shall be supplied and installed by the Seller at the expense of the Consumer as provided in Chapter 28 of the Code of Ordinances of the City of Fort Lauderdale. After installation, the Seller shall, at its own expense, maintain the meters. Title to the meters shall remain in the Seller. All master meters shall be tested annually by and at the expense of the Seller. All master meters shall be adjusted to the registration accuracy as specified in the Appropriate American Water Works Association Standard for Cold Water Meters. The date and time of the test shall be coordinated with Consumer to allow Consumer to witness the test whenever possible. In addition to the annual test, the Consumer may at any time request that Seller conduct an additional test or that Seller arrange for such test by an independent qualified testing company. The request shall be made in writing and the date and time of the test shall be coordinated with Consumer to allow consumer to witness the test whenever possible. If such test shows that the master meter has been over-registering by more than two percent (2%), there will be no charge for such test and the previous bill rendered based on the last reading of that master meter shall be adjusted accordingly. If such test shows that the master meter has not been over-registering by more than two percent (2%), the cost of such test shall be charged to Consumer. If such test shows that the master meter has been under-registering by more than two percent (2%), the previous bill rendered based on the last reading of that master meter shall be adjusted accordingly.

8. The Consumer shall be bound by the provisions of Chapter 28 of the Code of Ordinances of the City of Fort Lauderdale, now existing or as amended from time to time, insofar as same are applicable, as well as all applicable ordinances of the City of Fort Lauderdale now existing or hereafter adopted pertaining to water service and water regulations.

9. As provided for in Florida State Statutes [FS 180.191.(1)(a), and 180.191.(1)(b)], regarding surcharge for water service provided outside the Sellers municipal limits, water rates to be charged by the Seller to the Consumer shall be the rate provided to be charged to master meters under the provisions of Sections 28-143(b)(1) and 28-143(b)(2) of the Code of Ordinances of the City of Fort Lauderdale plus the following surcharge.

<b>Effective Date</b>	<b>Surcharge Percentage</b>
October 1, 2022	3.125%
October 1, 2023	6.25%
October 1, 2024	9.375%
October 1, 2025 and until the end of this agreement	12.5%

Seller agrees to conduct a Comprehensive Water and Wastewater Rate Study no later than every five (5) years during the term of this Agreement. Seller agrees to Consumer’s non-binding participation in such Rate Study. Seller agrees that payment of fines or penalties imposed due to non-compliance of permit conditions or spills will be borne by Seller and will not be passed on to Consumer through the Rate Study.

10. The Seller shall render monthly or bimonthly statements for water furnished and the Consumer shall pay promptly all statements furnished. Should the Consumer fail or refuse to pay the amount of such statement within thirty (30) days after same has been submitted, the Seller shall have the right to enforce the provisions of Chapter 28 of the Code of Ordinances of the City of Fort Lauderdale providing for discontinuance of service until past due indebtedness is paid in addition to any other legal remedies available to Seller.

11. During the term of this Agreement, the Consumer may purchase quantities of potable water from sources other than the Seller, after written approval by the Seller, for emergency use, only if the Seller cannot provide potable water to each metering or connection point in compliance with the applicable section of the United States Environmental Protections Agency Safe Drinking Water Act and Florida Administrative Code 62-555-350.

12. Consumer and Seller shall cooperate in obtaining from or providing to the appropriate regulatory agencies such permits or other data as may be required for the performance of this Agreement. Consumer shall furnish to Seller plans and specifications of the existing water distribution system of Consumer and from time to time furnish copies of plans and specifications of any additions to or extension of Consumer's water distribution system.

13. Consumer and Seller hereby agree to collaborate when the Seller initiate any new infrastructure work within the Consumer's right- of-way. The Seller will notify the Consumer of any proposed new work in the Consumer right-of-way. Seller will comply with all applicable federal, state, and local laws, and with the consumer's municipal codes governing construction such as; noise ordinances, work at nights, National Pollutant Discharge Elimination System (NPDES), American with Disability Act (ADA), and maintenance of traffic (MOT), and any applicable agencies permits. The Seller will apply and obtain all required permits from the Consumer and any applicable permitting agencies. All new work within the Consumer right-of-way will be done according to the Seller's Standards for Utility Work and will utilize Consumer's Engineering Standards for right-of- way restoration. The Seller will provide regular updates to any project progress, so that Consumer can update its Commission and its customers. The Seller will perform all due diligence in identifying existing utilities and provides horizontal and vertical field verification for any potential conflicts. In the case of an emergency repairs and/or emergency replacement, the Seller will notify the Consumer of the repair/replacement, so that the Consumer can notify its Commission and its customers of the emergency.

14. To the extent provided by law and as expressly limited by Section 768.28, Florida Statutes, Consumer and Seller agree to indemnify and hold harmless each other from all costs, losses and expenses, including, but not limited to, damages to persons or property, judgments and attorneys' fees, arising out of and in connection with this Agreement.

15. The Seller shall have the right to install feeder mains, and necessary booster pumps and storage facilities in the existing city limits of Consumer and in any future incorporated areas. The Seller shall have the right to repair and replace such aforementioned mains, pumps and storage facilities, with the understanding that the Seller shall replace, repair or otherwise return the paving and right-of-way to



its original condition when these installations and repairs are made. All such work shall comply with all applicable regulations of Consumer. All operational and maintenance expenses of such installations shall be the responsibility of the Seller.

16. This Agreement supersedes the previous agreements between the Parties dated August 16, 1955, March 7, 1961 and October 29, 1963, January 5, 1994, as amended. This Agreement may not be amended, except by the mutual consent of the Parties in writing executed with the same dignity as this Agreement.

17. This Agreement shall not become effective until a Resolution has been adopted by the governing bodies of Seller and Consumer approving this Agreement and authorizing its execution.

18. In the event the Seller enters into a potable water agreement with another Florida municipality or government entity that contains substantially similar terms and conditions as this agreements that would levy a surcharge rate lower than that included herein, then the Seller shall so notify the Consumer and, at the Consumer's sole option, the surtax rate applied herein will be adjusted so as to be consistent with the lowest surcharge rate extended to such Florida municipality or government entity.

19. The Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claims arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS EITHER PARTY MIGHT HAVE TO A TRIAL BY JURY OF ANY ISSUES RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

## **20. PUBLIC RECORDS**

**IF THE CONSUMER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSUMER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 100 NORTH ANDREWS AVENUE, FORT LAUDERDALE,**



**FLORIDA**                      **33301,**                      **PHONE:**                      **954-828-5002,**                      **E-MAIL:**  
**PRRCONTRACT@FORTLAUDERDALE.GOV.**

**CONSUMER shall:**

- 1. Keep and maintain public records required by the City of Fort Lauderdale (“City”) in order to perform the service.**
- 2. Upon request from the City’s custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2021), as may be amended or revised, or as otherwise provided by law.**
- 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this Agreement if the Consumer does not transfer the records to the City.**
- 4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Consumer or keep and maintain public records required by the City to perform the service. If the Consumer transfers all public records to the City upon completion of this Agreement, the Consumer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consumer keeps and maintains public records upon completion of this Agreement, the Consumer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City’s custodian of public records, in a format that is compatible with the information technology systems of the City.**

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

**SELLER**

CITY OF FORT LAUDERDALE, a municipal corporation

By: \_\_\_\_\_  
GREG CHAVARRIA  
City Manager

\_\_\_\_\_ day of \_\_\_\_\_, 2022

(CORPORATE SEAL)

ATTEST:

By: \_\_\_\_\_  
DAVID R. SOLOMAN  
City Clerk

Approved as to Legal Form:  
Alain E. Boileau, City Attorney

By: \_\_\_\_\_  
RHONDA MONTOYA HASAN  
Assistant City Attorney

**CONSUMER**

CITY OF OAKLAND PARK, a municipal corporation

By: *Richard E. Saw*

Mayor

(CORPORATE SEAL)



ATTEST:

By: *Robert Grew Deputy City Clerk for*

City Clerk

*R. 2022-100*

Approved as to Legal Form:

By: *[Signature]*

City Attorney



EXHIBIT A

CITY OF OAKLAND PARK

BOUNDARY DESCRIPTION FOR WATER SERVICE AREA

THE AREAS TO BE SERVICED BY THE CONSUMER ARE SITUATED IN BROWARD COUNTY, FLORIDA, AND ARE DESCRIBED AS FOLLOWS: BEGIN AT THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF U.S. HIGHWAY 1 (FEDERAL HIGHWAY) AND THE NORTH RIGHT OF WAY LINE OF EAST OAKLAND PARK BLVD. (NE 31<sup>ST</sup> STREET); THENCE WESTERLY ALONG SAID NORTH RIGHT OF WAY LINE TO THE EAST LINE OF SECTION 23, T49S, R42E; THENCE SOUTHERLY ALONG SAID EAST LINE AND ALONG THE EAST LINE OF SECTION 26, T49S, R42E TO THE CENTER LINE OF NORTH FORK MIDDLE RIVER; THENCE MEANDER WESTERLY ALONG SAID CENTER LINE TO THE EAST RIGHT OF WAY LINE OF NE 6<sup>TH</sup> AVENUE; THENCE NORTHERLY ALONG SAID LINE AND NORTHERLY PROJECTION THEREOF TO THE INTERSECTION OF THE NORTH LINE OF SECTION 26, T49S, R42E; THENCE WESTERLY ALONG THE NORTH SECTION LINES OF SECTIONS 26, 27, 28, T49S, R42E, TO THE EAST RIGHT OF WAY LINE OF INTERSTATE NINETY-FIVE (I-95); THENCE SOUTHWESTERLY ALONG SAID EAST RIGHT OF WAY LINE TO THE SOUTH LINE OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF SECTION 28, T49S, R42E; THENCE WESTERLY ALONG SAID SOUTH LINE TO THE SOUTHEAST CORNER OF LOT 15, BLOCK 2, "GEDEON SUBDIVISION", P.B. 21, PG. 24, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE NORTHERLY AND WESTERLY ALONG THE BOUNDARY OF SAID LOT 15 AND WESTERLY EXTENSION THEREOF TO THE INTERSECTION OF THE EAST LINE OF SECTION 29, T49S, R42E; THENCE NORTHERLY ALONG SAID EAST LINE TO A POINT THAT IS 139.57 FEET SOUTH OF THE SOUTH LINE OF THE NORTH HALF (NW 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 29. THENCE WESTERLY ALONG A LINE THAT IS 139.57 FEET SOUTH OF AND PARALELL TO SAID SOUTH LINE A DISTANCE OF 331.98 FEET; THENCE NORTHERLY ALONG A LINE THAT IS 331.98 FEET WEST OF AND PARALELL TO SAID WEST LINE OF SECTION 29, T49S, R42E TO THE INTERSECTION OF THE SOUTH LINE OF THE NORTH HALF (NW 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 29; THENCE WESTERLY ALONG SAID SOUTH LINE TO A POINT THAT IS 183.57 FEET EAST OF THE WEST LINE OF THE EAST HALF (E 1/2) OF THE EAST HALF (E 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 29; THENCE SOUTHERLY ALONG A LINE THAT IS 183.57 FEET EAST OF AND PARALELL TO SAID WEST LINE OF THE EAST HALF (E 1/2), A DISTANCE OF 242.65 FEET; THENCE WESTERLY 183.57 FEET TO A POINT ON SAID AFOREMENTIONED EAST HALF (E 1/2); THENCE NORTHERLY ALONG SAID EAST HALF (E 1/2) OF THE EAST HALF (E 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 29 TO THE NORTHEAST CORNER OF PARCEL "A", LAKE TAHOE ESTATES, P.B. 57, PG. 37, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE EASTERLY ALONG THE NORTH LINE OF SAID PARCEL "A" AND NORTHERLY ALONG THE EAST LINE OF SAID PLAT TO THE NORTHEAST CORNER THEREOF AND BEING THE NORTHEAST CORNER OF THE EAST HALF (E 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 29; THENCE WESTERLY ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 29 TO THE SOUTHEAST CORNER OF LOT 20, BLOCK 1, ORANGE GROVE MANORS, P.B. 30, PG. 50, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE NORTHERLY ALONG THE EAST LINE OF SAID PLAT AND THE NORTHERLY EXTENSION THEREOF TO INTERSECT THE NORTH LINE OF SAID SECTION 29; THENCE WESTERLY TO THE NORTHWEST CORNER OF SAID SECTION 29, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SECTION 19, T49S, R42E; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID SECTION 19 TO THE INTERSECTION OF THE SOUTHERLY PROJECTION OF THE WEST LINE OF STOK PLAT 2, P.B. 147, PG. 22, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE NORTHERLY ALONG THE WEST LINE OF SAID PLAT TO THE NORTHWEST CORNER THEREOF; THENCE EASTERLY ALONG THE NORTH LINE OF SAID PLAT TO THE INTERSECTION OF THE WEST PLAT LINE OF OAKLAND GROVE COMMERCE PARK, P.B. 142,



PG. 23, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE NORTHERLY ALONG THE WEST PLAT LINE TO THE NORTHWEST CORNER OF FOREST COMMERCIAL CENTER, P.B. 142, PG. 24, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE EASTERLY ALONG THE NORTH PLAT LINE TO THE INTERSECTION OF THE EAST LINE OF SAID SECTION 19 ALSO BEING THE WEST LINE OF SECTION 20, T49S, R42E; THENCE CONTINUE EASTERLY ALONG THE SOUTH RIGHT OF WAY LINE OF MID RIVER CANAL (C-13) APPROXIMATELY 1315 FEET TO THE INTERSECTION OF THE SOUTHERLY EXTENSION OF THE WEST RIGHT OF WAY LINE OF NW 29<sup>TH</sup> AVENUE; THENCE NORTHERLY ALONG SAID SOUTHERLY EXTENSION ACROSS THE C-13 CANAL RIGHT OF WAY TO THE WEST RIGHT OF WAY LINE OF NW 29<sup>TH</sup> AVENUE; THENCE NORTHERLY ALONG SAID WEST RIGHT OF WAY LINE TO THE INTERSECTION OF THE NORTH LINE OF SAID SECTION 20; THENCE WESTERLY ALONG SAID NORTH LINE TO THE INTERSECTION OF THE NORTHERLY EXTENSION OF THE EAST LINE OF LAKE POINTE PLAZA, P.B. 128, PG. 37, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE SOUTHERLY ALONG SAID NORTHERLY EXTENSION TO THE SOUTHEAST CORNER OF PARCEL "A" OF SAID LAKE POINTE PLAZA PLAT; THENCE WESTERLY FOLLOWING THE PLAT LIMITS TO THE SOUTHWEST CORNER THEREOF; THENCE CONTINUING WESTERLY ALONG THE WESTERLY EXTENSION THEREOF TO THE INTERSECTION OF THE WEST LINE OF SAID SECTION 20; THENCE NORTHERLY TO THE NORTHWEST CORNER OF SAID SECTION 20 AND BEING THE SOUTHWEST CORNER OF SECTION 17, T49S, R42E; THENCE NORTHERLY ALONG THE WEST LINE OF SAID SECTION 17 TO THE INTERSECTION OF THE WESTERLY EXTENSION OF THE NORTH LINE OF M. & S. PROPERTIES PLAT, P.B. 98, PG. 29, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE CONTINUING EASTERLY ALONG THE EASTERLY EXTENSION OF SAID NORTH LINE TO THE SOUTHWEST CORNER OF LOT 11, GOLF-TAM VILLAGE, P.B. 119, PG. 18, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE CONTINUING EASTERLY AND NORTHEASTERLY ALONG THE GOLF-TAM VILLAGE PLAT LIMITS TO THE NORTHEAST CORNER OF LOT 36 OF SAID PLAT, SAID CORNER ALSO BEING THE MOST NORTHWESTERLY CORNER OF PARCEL "A", OAK TREE PROPERTY REDEVELOPMENT, P.B. 183, PG. 394, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE WESTERLY ALONG THE NORTH BOUNDARY OF OAK TREE PROPERTY REDEVELOPMENT PLAT TO THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF PROSPECT ROAD; THENCE SOUTHEASTERLY FOLLOWING THE WESTERLY AND SOUTHERLY RIGHT OF WAY LINE OF PROSPECT ROAD TO THE INTERSECTION OF THE WEST LINE OF THE SOUTHEAST ONE-QUARTER (SW ¼) OF SECTION 16, T49S, R42E, SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT 1, BLOCK 13, TWIN LAKES HOMES, P.B. 47, PG. 15, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE SOUTHERLY, WESTERLY, AND SOUTHEASTERLY FOLLOWING THE BOUNDARY OF SAID PLAT TO THE SOUTHEAST CORNER; THENCE CONTINUING SOUTHEASTERLY ALONG THE SOUTHEASTERLY EXTENSION OF SAID PLAT TO THE SOUTHWEST CORNER OF BLOCK 29B, TWIN LAKES SECTION 2, P.B. 30, PG. 1, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE SOUTHEASTERLY ALONG THE SOUTHEASTERLY EXTENSION OF THE SOUTHERLY LINE OF SAID BLOCK 29B TO THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF THE SEABOARD RAILROAD, SAID POINT ALSO BEING ON THE WESTERLY LINE OF THE CORPORATE LIMITS OF THE CITY OF FORT LAUDERDALE AND ALSO KNOWN AS "FIVEASH WATER PLANT AREA"; THENCE SOUTHWESTERLY, EASTERLY, NORTHEASTERLY AND NORTHERLY ALONG SAID CITY OF FORT LAUDERDALE CORPORATE LIMITS TO THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF WEST PROSPECT ROAD; THENCE CONTINUE NORTHERLY ALONG THE NORTHERLY EXTENSION OF SAID CORPORATE LIMITS TO THE INTERSECTION OF THE SEABOARD RAILROAD EASTERLY RIGHT OF WAY LINE; THENCE NORTHEASTERLY ALONG SAID EASTERLY RIGHT OF WAY LINE TO THE INTERSECTION OF THE WESTERLY EXTENSION OF THE SOUTHERLY LINE OF LOT 10, BLOCK 3, MILBRAND INDUSTRIAL PARK, P.B. 54, PG. 39, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE SOUTHEASTERLY ALONG SAID WESTERLY EXTENSION TO THE SOUTHWEST CORNER OF SAID LOT 10 AND THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD 5 (I95); THENCE SOUTHEASTERLY AND SOUTHWESTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE TO THE INTERSECTION OF THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 13, BLOCK 20, NORTH ANDREWS GARDENS, P.B. 30, PG. 42, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE EASTERLY ALONG SAID WESTERLY EXTENSION TO THE SOUTHWEST CORNER OF SAID LOT 13; THENCE CONTINUING EASTERLY ALONG THE SOUTH LINE OF LOTS 13 THROUGH 20, BLOCK 20, LOTS 12 THROUGH 1, BLOCK 19, LOTS 12 THROUGH 1, BLOCK 18 AND LOTS RESERVED, 8 THROUGH 1, BLOCK 17, OF SAID NORTH

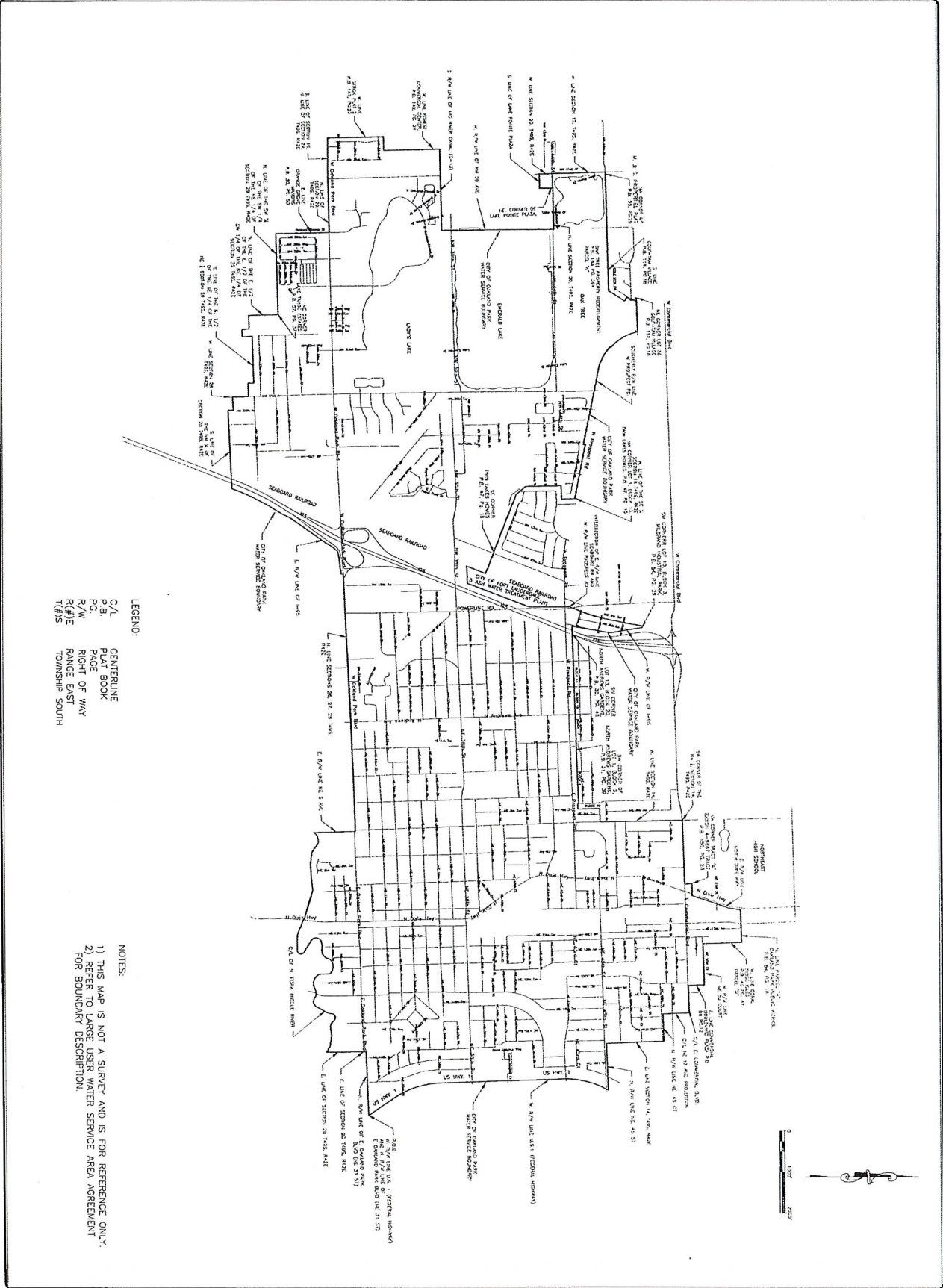


ANDREWS GARDENS PLAT; THENCE CONTINUE EASTERLY TO THE SOUTHWEST CORNER OF LOT 1, BLOCK 9, NORTH ANDREWS GARDENS, P.B. 31, PG. 39, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE CONTINUE EASTERLY ALONG THE SOUTH LINE OF LOTS 1 THROUGH 22, BLOCK 9 TO THE SOUTHEAST CORNER OF SAID LOT 22; THENCE SOUTHEASTERLY TO THE SOUTHWEST CORNER OF LOT 17, BLOCK 10 OF SAID NORTH ANDREWS GARDENS; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 17 TO THE EAST LINE OF SAID BLOCK 10; THENCE NORTH AND EAST ALONG SAID BLOCK 10 BOUNDARY AND THE EASTERLY EXTENSION THEREOF TO THE INTERSECTION WITH THE WEST LINE OF SECTION 14, T49S, R42E; THENCE NORTH ALONG SAID WEST LINE TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 14; THENCE EAST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 14 TO THE INTERSECTION OF THE SOUTHERLY EXTENSION OF THE WEST LINE OF TRACT "A", EXXON 4-6887 TRACT, P.B. 150, PG. 23, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE NORTH ALONG SAID EXTENSION AND CONTINUING NORTH AND EAST ALONG SAID TRACT "A" TO THE NORTHEAST CORNER THEREOF; THENCE CONTINUE EAST ALONG THE EASTERLY EXTENSION OF THE NORTH LINE OF SAID TRACT "A" TO THE EASTERLY RIGHT OF WAY LINE OF NORTH DIXIE HIGHWAY; THENCE NORTHEASTERLY ALONG SAID RIGHT OF WAY LINE TO THE NORTHWEST CORNER OF LOT 1, BLOCK 2, VIRGINIA PARK, P.B. 11, PG. 10, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 1 AND THE EASTERLY EXTENSION THEREOF TO THE NORTHWEST CORNER OF G & R COMMERCIAL PARK, P.B. 64, PG. 16, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE EAST ALONG SAID NORTH LINE OF SAID PLAT AND THE NORTH LINE OF PARCEL "A" OAKLAND PARK PUBLIC WORKS, P.B. 64, PG. 16, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH ALONG THE EAST LINE OF SAID PARCEL "A" AND BEING THE WEST LINE OF PARCEL "D", CORAL RIDGE ISLES, P.B. 45, PG. 47, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA TO THE SOUTHWEST CORNER OF SAID PARCEL "D", SAID POINT ALSO BEING ON THE NORTH RIGHT OF WAY LINE OF NORTHEAST 50TH COURT; THENCE EASTERLY ALONG SAID NORTH RIGHT OF WAY LINE TO THE INTERSECTION WITH THE NORTHERLY PROJECTION OF THE EAST PLAT LINE OF COMMERCIAL BOULEVARD PLAZA, P.B. 88, PG. 12, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE SOUTHERLY ALONG THE EXTENDED EAST LINE TO THE INTERSECTION OF THE CENTERLINE OF E. COMMERCIAL BLVD.; THENCE EASTERLY ALONG SAID CENTERLINE TO THE NORTHERLY PROJECTION OF THE CENTER LINE OF NE 17<sup>TH</sup> AVENUE; THENCE SOUTHERLY ALONG SAID NORTHERLY PROJECTION CENTER LINE TO THE PROJECTED NORTH RIGHT OF WAY LINE OF NE 48 COURT; THENCE CONTINUE EASTERLY ALONG SAID LINE TO THE EAST LINE OF SECTION 14, T49S, R42E; THENCE SOUTHERLY ALONG SAID LINE TO THE PROJECTION OF THE NORTH RIGHT OF WAY LINE OF NE 45<sup>TH</sup> STREET; THENCE EASTERLY ALONG SAID LINE TO THE WEST RIGHT OF WAY LINE OF U.S. HIGHWAY ONE (FEDERAL HIGHWAY); THENCE SOUTHERLY ALONG SAID LINE TO THE NORTH RIGHT OF WAY LINE OF OAKLAND PARK BLVD. BEING THE POINT OF BEGINNING.

DESCRIPTION PREPARED BY A FLORIDA PROFESSIONAL SURVEYOR AND MAPPER.

MICHAEL W. DONALDSON LS6490





**LEGEND:**  
 C/L CENTERLINE  
 P/B PAGE BOOK  
 R/W RIGHT OF WAY  
 R(4)E RANGE EAST  
 T(8)S TOWNSHIP SOUTH

**NOTES:**  
 1) THIS MAP IS NOT A SURVEY AND IS FOR REFERENCE ONLY.  
 2) REFER TO LARGE USER WATER SERVICE AREA AGREEMENT FOR BOUNDARY DESCRIPTION.

<p>TOTAL SHEETS: 1                  SHEET NO: 1</p>	<p><b>PROJECT # P-80808</b>  <b>LARGE WATER USER AGREEMENT</b>  <b>CITY OF OAKLAND PARK</b>  <b>AGREEMENT LIMITS</b>  <b>OAKLAND PARK</b></p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>BY</th> <th>CHKD</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>3/30/22</td> <td>MND</td> <td>SP</td> <td>EXCLUDE ONE TREE SURVEYING</td> </tr> <tr> <td>2</td> <td>6/14/22</td> <td>MND</td> <td>SP</td> <td>BOUNDARY UPDATE</td> </tr> </tbody> </table>	NO.	DATE	BY	CHKD	DESCRIPTION	1	3/30/22	MND	SP	EXCLUDE ONE TREE SURVEYING	2	6/14/22	MND	SP	BOUNDARY UPDATE	<p><b>CITY OF FORT LAUDERDALE</b>  <b>PUBLIC WORKS DEPARTMENT</b>  <b>ENGINEERING &amp; ARCHITECTURE</b></p> <p>100 North Andrews Avenue, Fort Lauderdale, Florida 33304</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>DESIGNED BY:</td> <td>DATE:</td> <td>ENGINEER:</td> </tr> <tr> <td>MD</td> <td>01/23/22</td> <td>MD</td> </tr> <tr> <td>CHECKED BY:</td> <td>SCALE:</td> <td>REG. NO. #NO.</td> </tr> <tr> <td>MD</td> <td>1"=1,000'</td> <td>STATE DATA</td> </tr> <tr> <td>FIELD BOOK:</td> <td></td> <td>TEL. #/FAX #/E-MAIL</td> </tr> <tr> <td>N/A</td> <td></td> <td></td> </tr> </table>	DESIGNED BY:	DATE:	ENGINEER:	MD	01/23/22	MD	CHECKED BY:	SCALE:	REG. NO. #NO.	MD	1"=1,000'	STATE DATA	FIELD BOOK:		TEL. #/FAX #/E-MAIL	N/A		
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