

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

THIS SECOND AMENDMENT to the Water and Wastewater Agreement (Government) is made this ____ day of _____, 2026, by and between the **CITY OF COCONUT CREEK**, a Florida municipal corporation, (hereinafter referred to as “City”), and **BROWARD COUNTY**, a political subdivision of the State of Florida (hereinafter referred to as “Developer”), under the following terms and conditions:

W I T N E S S E T H:

WHEREAS, Developer and City are parties to the Water and Wastewater Services Agreement, dated November 18, 2010 (“Original Agreement”), and the First Amendment to the Original Agreement, dated August 7, 2020 (“Amendment No. 1”) (the Original Agreement, as amended by Amendment No. 1, is referred to herein as the “Agreement”);

WHEREAS, the Agreement regards certain real property located in the City of Coconut Creek, Florida, more particularly identified on Exhibit “A-1” of Amendment No. 1 (the “Property”), which Exhibit “A-1” is attached hereto; and

WHEREAS, Developer and City originally anticipated that water and wastewater connections to the Property would require a total of 15 Equivalent Residential Connections (“ERCs”), and Developer paid City compensation for the ERCs a total of \$63,854.55; and

WHEREAS, City has determined that Developer is now in need of one additional ERC from City due to an additional building expansion by Developer, for a total of 16 ERCs at the Property (see Exhibit “B-1”); and

WHEREAS, to accomplish the foregoing, Developer and City desire to amend the Agreement as more particularly set forth herein.

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

1. The recitations referred to above are hereby incorporated as if fully set forth herein. ~~Strikethrough~~ and double underlining indicate deletions and additions, respectively.

2. The Agreement is hereby amended to replace the Schedule of Connection described in Exhibit B with Exhibit “B-1,” attached hereto and incorporated herein. Exhibit “B-1” supersedes and replaces in its entirety Exhibit “B” to the Agreement. All references to Exhibit “B” in the Agreement will be treated as referring to Exhibit “B-1,” as effectuated by this Second Amendment.

3. Section 3 of the Agreement is hereby amended as follows:

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 ~~45~~ 16 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-1”, Schedules of Connection.
- b. Initial Impact Fee per ERC – the initial Impact Fee per ERC is \$4,256.97 for the first fifteen ERCs purchased under the Agreement. The Impact Fee for the sixteenth ERC authorized by this Second Amendment shall be \$5,583.92. In accordance with the Code of Ordinances, ~~said~~ the applicable Impact Fee shall

be adjusted by the City Engineer; however, such adjustments shall only apply to Impact Fees for future ERCs not yet purchased or authorized and shall not affect the Impact Fees set forth herein.

- c. Property – The land area illustrated and legally described by the attached Exhibit “A-1.”

4. Section 7 of the Agreement is hereby amended as follows:

SECTION 7: WATER AND WASTEWATER IMPACT FEE ADJUSTMENT

FORMULA – ESCALATION PROVISIONS.

The Water and Wastewater Impact Fee ~~as defined~~ described 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 of \$4,256.97 for the first fifteen ERCs. The construction cost index as of April 1, 2021.

which was 11,627.94, was used for the purposes of calculating the above Water and Wastewater Impact Fee of \$5,583.92 for the sixteenth ERC.

5. Section 13 of the Agreement is hereby amended as follows:

SECTION 13: TERM OF THE AGREEMENT.

In no event shall the term of this AGREEMENT extend beyond ~~fifteen (15)~~ twenty (20) 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 ~~fifteen (15)~~ twenty (20) years term. In the event this AGREEMENT terminates under this paragraph, then this AGREEMENT shall be renegotiated at the sole discretion of the CITY.

6. All other terms and conditions of the Original Agreement and Amendment No. 1 dated November 18, 2010, as recorded in Official Records Book 47589 at Page 419 of the Public Records of Broward County, Florida, and the First Amendment to the Agreement dated August 7, 2020, not in conflict with this Second Amendment shall remain in full force and effect and are incorporated herein.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Second Amendment: DEVELOPER, through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 20__; and CITY, signing by and through its duly authorized representative.

DEVELOPER

ATTEST: BROWARD COUNTY, by and through its Board of County Commissioners

By: _____
Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By: _____
Mayor
____ day of _____, 20__

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

AMANDA M.
By TOLBERT Digitally signed by AMANDA M. TOLBERT
Date: 2026.05.05 11:43:48 -04'00'
Amanda Tolbert (Date)
Assistant County Attorney

MICHAEL
By KERR Digitally signed by MICHAEL KERR
Date: 2026.05.05 12:16:36 -04'00'
Michael J. Kerr (Date)
Chief Counsel

AMT/BC
Amendment No. 2 to
Tradewinds Water and Wastewater Agreement
4/16/2026
#1194260v8

CITY

ATTEST:

CITY OF COCONUT CREEK, FLORIDA
A Florida municipal Corporation

Joseph Kavanagh, City Clerk

By: _____
Sheila N. Rose, City Manager

Approved as to Form:

Cassandra M. Harvey, Assistant City Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

On this _____ day of _____, 2026, before me, the undersigned authority, duly authorized to take acknowledgments and administer oaths, personally appeared Sheila Rose, as City Manager of the City of Coconut Creek, a Florida municipal corporation, who acknowledged before me that she executed the foregoing Second Amendment to Water and Wastewater Agreement for and on behalf of the City of Coconut Creek. The said Sheila Rose is **personally known** to me.

Signature of Notary Public - State
of Florida

Exhibit "A-1" – Property

OVERALL PROPERTY LEGALLY DESCRIBED BELOW:

VINKEMULDER

PARCEL A, TOGETHER WITH TRACTS B, 8-1, C, C-1, AND E OF THE PLAT ENTITLED "VINKEMULDER PLAT" AS RECORDED IN PLAT BOOK 154 AT PAGE 14 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

TRADEWINDS PARK – NORTH

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

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

TOGETHER WITH:

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

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

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

Exhibit "A-1" – Property (Cont'd)

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

TRADEWINDS PARK- SOUTH

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

[Remainder Intentionally Left Blank]



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

Exhibit “B-1” – Schedule of Connection**Equivalent Residential Units (“ERU”) Calculations:**

Total new buildings square footage: 12,914 Sq. Ft. (Total)

Type of Use: Warehouse (homogenous, bulk storage use) → 8,789 Sq. Ft.
Office → 4,125 Sq. Ft.

ERU Factor: 0.130 per 1,000 Sq. Ft. → Warehouse (homogenous, bulk storage use)

0.212 per 1,000 Sq. Ft. → Office

Total Required ERU’s: Warehouse (homogenous, bulk storage use):

$$= 8,789 \text{ sq. ft.} \times \frac{0.130}{1000 \text{ sq. ft.}} = 1.14 \text{ ERUs}$$
 Office:

$$= 4,125 \text{ sq. ft.} \times \frac{0.212}{1000 \text{ sq. ft.}} = 0.87 \text{ ERUs}$$

Total ERUs = 2.02 ERUs ≈ 2 ERUs (rounded to the nearest whole number)

ERU credits (if applicable):

Based on City’s engineering records, 15 ERUs have been purchased and allocated to the parcels containing Tradewinds Park as shown in Exhibit A-1 as part of this Agreement. Developer paid and City received \$63,854.55 for these 15 ERUs. City staff has verified that of those 15 ERUs, 14 ERUs have been used to serve the existing buildings and shelters at Tradewinds Park. Pursuant to this Agreement, the remaining 1 ERU plus an additional 1 ERU are hereby allocated to the new park improvement project located at Tradewinds Park-North within parcel ID: 484217000050. As a result, there is 1 ERU exceeding the maximum entitlement that runs with the land (i.e. 14 + 1 + 1 = 16)

ERUs Due: 1

Total Impact Fee Paid for additional ERU: \$ 5,583.92

Expected Connection Date: **October 2026**