Prepared by:
Roland C. Galdos, Interim City Attorney
City of North Miami
776 NE 125th Street
North Miami, Florida

SANITARY SEWER SERVICES AGREEMENT

THIS WATER & SEWER SERVICES AGREEMENT ("Agreement") is made and entered this 7 day of January, 2016, by and between the **CITY OF NORTH MIAMI**, a Florida municipal corporation ("City"), and **Dream Starts Investment II, LLC** ("Customer").

WHEREAS, the City Water & Sewer Division of the Public Works Department has existing facilities, including but not limited to, sewer mains and improvements ("City Facilities") and Customer has constructed certain facilities, including but not limited to, sewer lateral and improvements, located in the clouded area on the attached Exhibit "A-1" that connect to the City Facilities. The facilities constructed by Customer are hereinafter referred to as the Facilities; and

WHEREAS, Customer owns property in unincorporated Miami-Dade County, which is more fully described in the legal description attached hereto as Exhibit "B" ("Customer's Property"); and

WHEREAS, the Customer desires to obtain sanitary sewer service ("Service") to Customer's Property utilizing the City Facilities; and

WHEREAS, the City desires to provide such Service upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. The Service shall be permitted by the City from the Customer's Property to the City Facilities, as described in Exhibit "A-1".

2. The complete plans and specifications must be approved by the City Engineer for Facilities to service the described area and the connection to the City Facilities ("Connection") shall be prepared by the Customer's Professional Engineer who shall be registered in the State of Florida. All construction shall be in strict conformity with the final plans and specifications as approved by the City's Engineer. The City, its engineer, or other representative, shall have the right to

inspect any and all portions of the Facilities whether in Public Right-of-Way or on private property, and upon notification of any deviation from the approved plans and specifications, the Customer shall immediately make modifications as directed by the City. No construction shall be commenced without final written approval of the plans and specifications by the City Engineer.

3. Customer will defend, indemnify, and hold the City harmless from any judgment, decree, order, demand, or claim (including costs or attorneys' fees), which in any way arises from Customer's negligence in performing this Agreement including the design and construction of the Facilities constructed by Customer, or from the act or omission of Customer or its agents. In addition, Customer shall, at all times, indemnify, defend and hold the City harmless from any and all loss, damage, cost or expense arising in any manner from Customer's obligations pursuant to this Agreement on account of the rights, privileges or conditions (contractual or otherwise), imposed by any federal, state or county agency. Nothing contained in this Agreement is, in any way, intended to be a waiver of the limitation placed upon the City's liability as set forth in Chapter 768, Florida Statutes. Additionally, the City does not waive sovereign immunity, and no claim or award against the City shall include attorney's fees, investigative costs or pre-judgment interest.

4. Ownership of such portions of the Facilities as are in the Public-Right-of- Way or across easements, shall be transferred to the City at such time as the City notifies the Customer that it is ready to accept such Facilities. Prior to such acceptance, all maintenance of the Facilities shall be by the Customer. At the time of acceptance by the City, the Customer shall furnish the City the following:

a) An affidavit of Release of Lien for all materials, supplies and services.

b) An executed Warranty Bond ("Bond") in the amount of one hundred ten percent (110%) of the value of the work constructed as estimated by the City, as protection to the City against losses and liabilities resulting from latent defects in materials or improper performances or work, which may appear or be discovered for a period of one (1) year from acceptance of the Facilities by the City. The Bond shall have as the surety only such companies as are authorized to write bonds of such character and amount under the laws of the State of Florida and with an agent in Miami-Dade County, Florida. Surety shall be rated by Best's Insurance Guide "A" or better. The Bond shall be in a form and amount to be approved by the City. The Bond shall expire upon the first-year anniversary of the City's acceptance of the Facilities.

c) Certification by the Professional Engineer of Record that all Facilities were constructed in conformance with the approved documents and a certification as to the cost of the Facilities.

5. All costs relating to the Facilities including but not limited to labor, overhead, taxes, licenses application fees, easement acquisitions, lift stations, pumps pipes, materials, and any other direct or indirect costs related to installation of the Facilities shall be borne by the Customer and shall be fully paid by the Customer. All of City's costs in connection with the Facilities including but not limited to charges by the City's Engineer, the City's Attorneys' fees, inspections, maintenance, administrative expenses, and any other costs incurred by the City in connection with this matter shall be paid by the Customer. In addition to such costs, the Customer shall pay to the City a connection and/or tapping fee as shown in Exhibit "A". The City's connection fee and the City's costs shall be paid by the Customer within fifteen (15) days after being billed by the City. Any such billing by the City to the Customer shall be for items specified in the bill and may not necessarily cover all of the City's expenses, which shall be billed to the Customer separately. It is agreed that no reservation of capacity will be made by the City until all fees, set forth in Exhibit "A" have been paid. Payment of these fees shall in no way be construed as to relieve the Customer of its obligation to pay any further sums due in accordance with this Agreement that are charged subsequent to the completion of such connection.

6. In addition to all other charges set forth above, the Customer shall pay to the City a portion of all costs in connection with construction of the lines to which the Customer's Facilities are to be connected. This portion shall be indicated on Exhibit "A" as determined by the City. Payment shall be made by the Customer to the City within fifteen (15) days after billing by the City.

7. The Customer warrants and represents that it is either the owner of the Customer's Property described above or has the complete authority to act on behalf of the owner in executing this Agreement and that the terms hereof shall run with the land. It is acknowledged that this Agreement is for the purpose of providing a volume and rate of service to the Customer's Property described and that charges to be paid to the City for use of the City Facilities shall be charged to the ultimate user. Any increase in volume or rate of flow shall make this Agreement voidable on the part of the City. The City reserves the right to collect additional connection fees if the volume or rate of flow increases.

8. The design, installation and all future uses of the Facilities by the Customer or its successors or assigns shall be subject to the specific approval of the City of North Miami and where applicable, by all other governing authorities, including but not limited to Miami-Dade

County, State of Florida, and the Miami-Dade Water & Sewer Authority, and there shall be no subsequent modification or addition to the service to the Customer without the specific written consent of the City.

9. For the use of the City's system, the Customer shall pay a user rate established by the City Council of the City of North Miami, the billing to be issued by the City and paid by the Customer on a basis as the City customarily bills. The Customer shall, immediately upon demand pay to the City a non-interest bearing deposit as determined by the City. Upon failure of the Customer to immediately pay the periodic charges for service, the deposits shall immediately forfeit to the City. The City shall have the right to adjust its service rates to reflect current or future costs, and the Customer agrees to pay all such lawfully imposed rates, pursuant to City Code of Ordinances and applicable state laws.

10. Such parts of the system that are on the Customer's property shall at all times be maintained and repaired by the Customer; however, the City shall have the right to inspect such Facilities and the Customer, upon the City's written direction, shall make such repairs and maintenance as City directs.

11. If sewer service is covered by this Agreement, the Customer agrees that it shall not discharge or cause to be discharged into the sewer lines any of the following described waters or waste:

a) Any surface drainage water or ground water infiltration.

b) Any gasoline, benzene, naphtha, fuel oil or other inflammable or explosive liquid, solid or gas.

c) Any noxious or malodorous gas or substances, which either singly or by interaction with other wastes, is capable of creating a public nuisance or hazard to life or preventing maintenance and repair of the lines or connecting lines and treatment facility.

d) Any waters or waste containing toxic or poisonous substances in sufficient quantity to constitute a hazard to any structures and appurtenances of the lines and connecting lines and treatment facility, humans or animals or create any hazard or aesthetically undesirable conditions within or without lines and connecting lines and treatment facility. Such materials shall include, but shall not be limited to:

(1) Any cyanides in excess of two (2) milligrams per liter as (ON).

(2) Phenols in excess of three hundred (300) milligrams per liter by weight.
(3) Hydrogen sulfide or sulfur dioxide in excess of ten (10) milligrams per liter by weight in sewage.
(4) Iron in excess of twenty-five (25) mg. per liter.
(5) Chromium in excess of ten (10) mg. per liter.
(6) Copper in excess of ten (10) mg. per liter.
(7) Zinc in excess of ten (10) mg. per liter.
(8) Nickel in excess of ten (10) mg. per liter.
(9) Biochemical oxygen demand in excess of two hundred (200) ppm.
(10) Chlorine demand in excess of 50 ppm.

12. Whenever the term "parts per million by weight" is used, it means equivalent to "milligrams per liter," when reported in laboratory analysis results. The methods of analysis shall conform to Standard Methods for the Examination of Water and Waste Water, Eleventh Edition as published by the American Public Health Association. The quality limitations of this article shall apply to concentrations or other physical characteristics obtained by analysis of a composite sample of the waters or water collected for a 24-hour period, proportioned to flow. Periodic quality control tests shall be performed by chemists hired by the Water and Sewer Department of the City at the Customer's reasonable expense. The City may, from time to time, impose additional reasonable restrictions on the quality of discharge into the lines. The Customer further agrees to meet any and all regulations and conditions that may be required by future or existing contracts between the City and the State of Florida or Miami-Dade County, as well as meeting all requirements of Miami-Dade County Ordinance No.96-166. Customer agrees that in addition to any remedies provided for in the Ordinance No.96-166, the City may terminate any water and sewer service until the violation by the Customer is corrected to the satisfaction of the City.

13. The route of the lines from the Customer's property to the City's system shall be as determined by the City, and the Customer shall obtain, at its own expense, upon direction by the City any and all easements necessary which easements shall be in favor of the City of North Miami.

14. Any temporary cessation of the service by the City caused by an act of God, fire, strike, casualty, necessary maintenance work, breakdown of/or injuries to machinery, pumps or pipe lines, civil or military authority, insurrection, riot or any other unforeseeable circumstance, shall not constitute a breach of this Agreement on the part of the City, and the City shall not be liable to the Customer for any damage resulting from such cessation of service. The City shall not be

responsible to the Customer for any backup, interruption of service, or any difficulty in the discharge of the Customer's sewage into the City's sewage Facilities due to a cause beyond the City's control or otherwise.

15. Within the limits of F.S. Section 768.28, the Customer agrees to hold and save harmless the City for any litigation and/or damages including attorneys' fees and court costs resulting from the inclusion into the lines of the City's sewage Facilities of any substance in violation of the provisions of this Agreement, or resulting from any violation by the Customer of any of the provisions of this Agreement. In the event of any violation by the Customer of any of the provisions of this Agreement (other than the payment of money by the Customer to the City), the City shall give the Customer notice and the Customer shall rectify said violation within fourteen (14) days after such notice (if such violation is reasonably susceptible of correction within fourteen days, otherwise the Customer shall commence the correction within this period and complete the correction without delay). If the violation is of such emergency nature as reasonable warrants immediate corrective action, the City may, at its option, undertake and complete, concurrent with written notice to the Customer, such emergency action as the circumstances warrant, and any reasonable expense incurred by the City shall be paid by the Customer. In the event it becomes necessary for the City to enforce any provision of this Agreement by court action or otherwise, and the City prevails, the Customer will pay all of the City's costs, including attorney's fees, at all levels, including any appeals.

16. Where necessary, any approvals of this Agreement by any governmental agency shall be obtained by the Customer at Customer's expense, including where necessary, inclusion of the Customer's Property in the service area of the City. The City will cooperate with the Customer, at the Customer's expense, in obtaining any such approvals as are necessary.

17. All notice required shall be by certified mail, return receipt requested, to the Customer and to the City, addressed to : City Manager at 776 N.E. 125 Street, North Miami, Florida 33161.

18. This Agreement shall be binding upon the parties herein, their heirs, partners, executors, legal representatives, successors and assigns. Chapter 19 of the Code of Ordinances of the City of North Miami and Ordinance No. 811 as they apply to the Water and Sewer Enterprise of the City as presently existing and as may be amended in the future shall be deemed included as part of this Agreement. Any modification of this Agreement or any waiver or extension must be approved, in writing, by both parties.

19. The Customer agrees to dedicate to the City an easement, as to be determined by the City, so as to allow the City to enter the subject property and make such alterations, repairs, or other work to the Facilities, as the City shall deem necessary to achieve efficient Service. Any easement shall be dedicated to the City and so recorded at the Miami-Dade County Courthouse within ten (10) days of the signing of this Agreement, at Customer's expense.

20. If, at the time of execution, the property served pursuant to this Agreement is located within the unincorporated area of Miami-Dade County, Customer agrees that if the owner of the property attempts or allows such property now or in the future to be annexed or considered for annexation into any municipality, then in such event, the Customer grants to the City of North Miami, the right of first refusal to be the sole municipality to which the land will be annexed.

21. This Agreement shall be recorded by the Customer at its expense in the Public Records of Miami-Dade County in order to give notice to any successor in interest of the provisions of this Agreement. This Agreement shall run with the land of Customer as described in Exhibit "A".

[*The remainder of this page is intentionally left blank.*]

IN WITNESS WHEREOF, the parties have executed this Agreement by their respective proper officers duly authorized the day and year first written above.

CORPORATE ACKNOWLEDGMENT

ATTEST:

Corporate Secretary or Witness:

By: _____

Print Name: Mario D Iribarne

Date: 1/7/2016

Dream Starts Investment II, LLC.:

"Customer":

By: _____

Print Name: Alexis A. Tejeda

Date: 1/7/2016

STATE OF FLORIDA)

COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 7 day of January, 2016, by Alexis A. Tejeda, who is personally known to me or who has produced _____ as identification.

_____
Notary Signature

Nannette Perez
Print Name

Notary Public – State of Florida

Commission No: # FF 078223

My Commission Expires: 12/19/2017

NANNETTE PEREZ
MY COMMISSION # FF 078223
EXPIRES: December 19, 2017
Bonded Thru Budget Notary Services

CITY ACKNOWLEDGMENT

ATTEST:

By: _____
for Michael A. Etienne
City Clerk

City of North Miami, a Florida municipal Corporation: "**City**"

By: _____
Arthur H. Sorey
Interim City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Roland C. Galdos
Interim City Attorney

STATE OF FLORIDA)

COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 14th day of January, 2016, by ARTHUR H. SOREY, III, who is personally known to me or who has produced _____ as identification.

_____
Notary Signature

ANDREA A. McDONALD
Print Name

Notary Public – State of Florida

Commission No: FF212544

My Commission Expires:

ANDREA A. MCDONALD
MY COMMISSION EXPIRES
May 5, 2019
#FF 212544
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

ENGINEER ACKNOWLEDGMENT

BY: _____
Hasan A. Rizvi
City Engineer
City of North Miami

STATE OF FLORIDA)

COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by _____, who is personally known to me or who has produced _____ as identification.

_____
Notary Signature

_____
Print Name

Notary Public – State of Florida

Commission No:

My Commission Expires:

EXHIBIT "A"

EXHIBIT "A" to the AGREEMENT between the CITY OF NORTH MIAMI and Dream Starts Investment II, LLC

Date:_____

AGREEMENT for:
16301 NW 2 Avenue
Miami, FL 33169

Tax Folio #: 30-2113-002-1180/30-2113-002-1170 City File: SC-

Legal Description of Customer's property: See Exhibit "B"

Point of Connection to the City's sewer system:

8" sanitary sewer gravity main along NW 2 AVE

ALLOCATED VOLUME:

Proposed Sewer Flow	**=1844 gpd**
Existing Sewer Flow	**= 0 gpd**
Net Difference	**= 1844 gpd**

FEES TO BE PAID TO THE CITY:

City sewer connection charge: 1844 gpd x $2.79/gpd =	**$5144.76**
Administrative costs:	**$79.53**

Other Costs:

EXHIBIT "A"

Rebates to be paid to others:

Accomplished by the Customer and deeded to the City:

60 LF of 6" PVC lateral within right-of-way only

Other conditions: **As per Agreement**

APPROVAL:

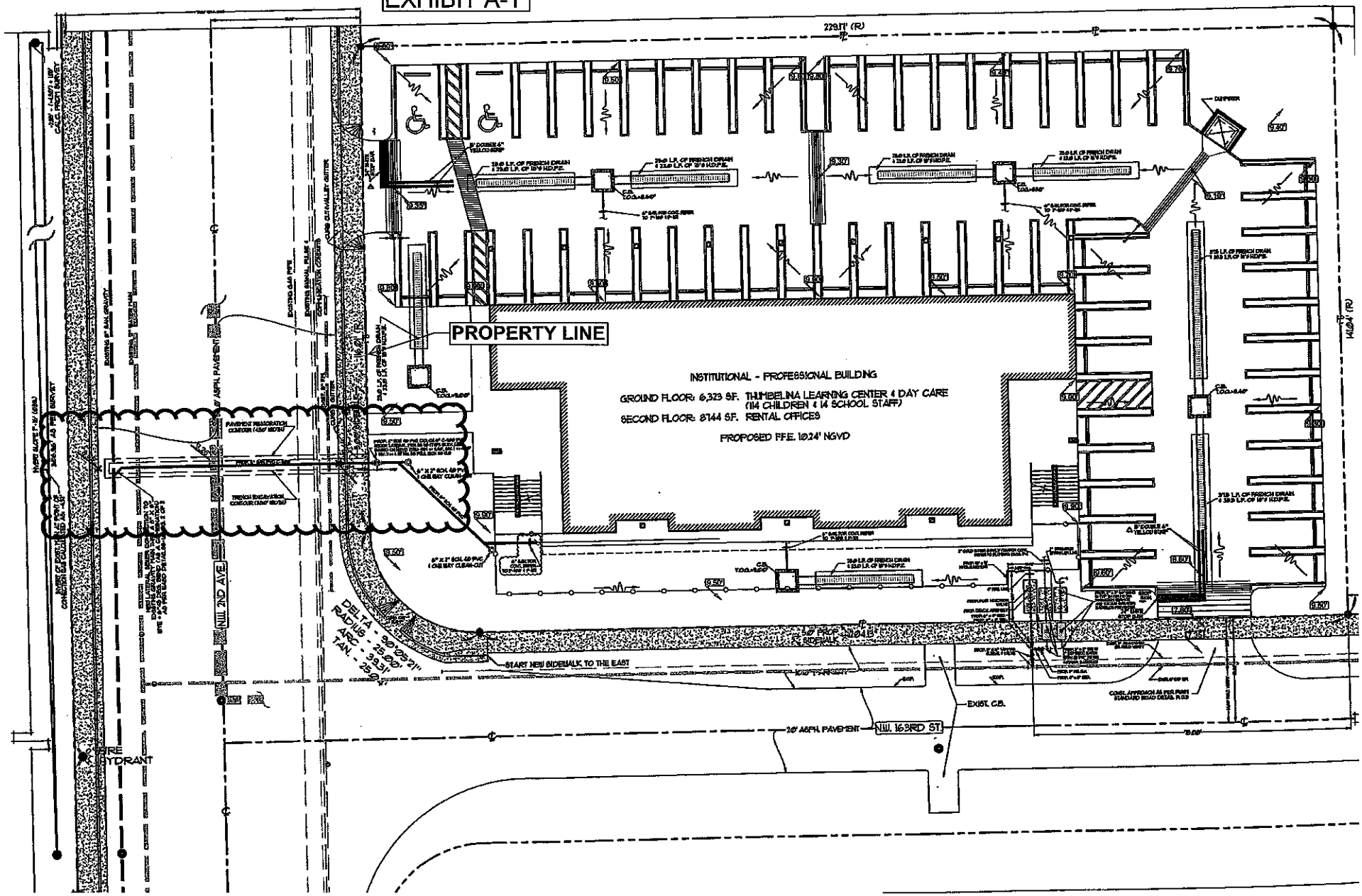
By: City Manager: _____ **Date:** 1/22/15

Arthur H. Sorey

By: City Engineer: _____ **Date:** 08 Jan 2016

Hasan A. Rizvi

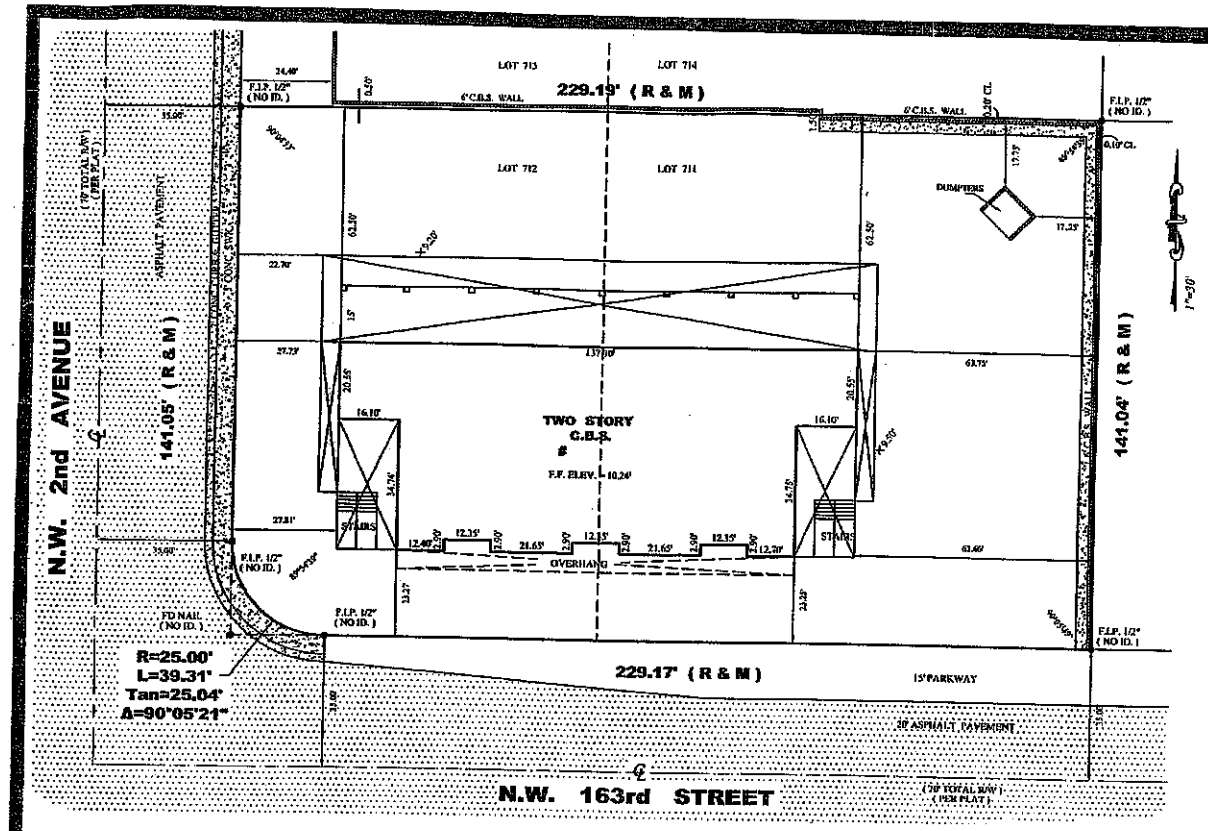
EXHIBIT A-1



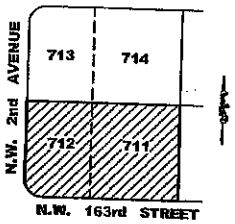
229.11' (R)
PROPERTY LINE
INSTITUTIONAL - PROFESSIONAL BUILDING
GROUND FLOOR: 6,323 SF. THUMBELINA LEARNING CENTER & DAY CARE (114 CHILDREN & 14 SCHOOL STAFF)
SECOND FLOOR: 8744 SF. RENTAL OFFICES
PROPOSED FF.E. 10.24' NGVD
DELTA - 90°05'21"
RADIUS - 25.00'
ARC - 39.31'
TAN. - 25.04'
START NEW SIDEWALK TO THE EAST
N.W. 2ND AVE.
N.W. 163RD ST.
20' ASPH. PAVEMENT
EXIST. C.B.
FIRE HYDRANT

EXHIBIT 'B'

BISCAYNE GARDENS SEC C
PB 40-54
LOT 711
LOT SIZE 132.080 X 141
OR 13178-1042 0187 2
COC 25856-1027 08 2007 2



LOCATION SKETCH
SCALE: NTS



Property Address: 16301 N.W. 2nd Ave., Miami, FL 33169.

Certified To: TotalBank, a Florida banking corporation; Nicolas Fernandez, P.A.; Dream Starts Investment II, LLC, a Florida limited liability company; Thumbelina Learning Center Corporation, a Florida corporation; Chicago Title Insurance Company; Pedro F. Martell, P.A.

Legal Description: Tracts 711 and 712 of BISCAYNE GARDENS SECTION "C", according to the Plat thereof as recorded in Plat Book 40 at Page 54 of the Public Records of Miami-Dade County, Florida.

ABBREVIATIONS:
SWK=SIDEWALK, CBS=CONCRETE BLOCK STRUCTURE, CLF=CHAIN LINK FENCE, PL=PROPERTY LINE, DUE=DRAINAGE UTILITY EASEMENT, IP=IRON PIPE, F=FOUND, A/C=AIR CONDITIONER PAD, PIC=PROPERTY CORNER, DH=DRILLED HOLE, WF=WOODEN FENCE, RES=RESIDENCE, CL=CLEAR, RB=REBAR, UE=UTILITY EASEMENT, CONC=CONCRETE SLAB, R/W=RIGHT OF WAY, DE=DRAINAGE EASEMENT, C/L=CENTER LINE, Ø=DIAMTER, TYP=TYPICAL, O/S=OFFSET, P/P=POWER POLE, O/HP=OVERHEAD POWERLINE, W/M=WATER METER
WOOD FENCE=
MASONRY WALL=
CONCRETE=
MAINTENANCE & DRAINAGE EASEMENT=M & D.E.

ELEVATION BASED ON LOC. #
CBM# ELV.

TYPE OF SURVEY: BOUNDARY SURVEY

NOT VALID UNLESS EMBOSSED WITH
SURVEYOR'S SEAL

REVISED:

SURVEYOR'S NOTES: 1) OWNERSHIP SUBJECT TO OPINION OF TITLE. 2) NOT VALID WITHOUT THE SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. 3) THE SURVEY DEPICTED HERE IS NOT COVERED BY PROFESSIONAL LIABILITY INSURANCE. 4) LEGAL DESCRIPTION PROVIDED BY CLIENT. 5) UNDERGROUND ENCROACHMENTS NOT LOCATED. 6) ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM OF 1929. 7) OWNERSHIP OF FENCES ARE UNKNOWN. 8) THERE MAY BE ADDITIONAL RESTRICTIONS NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. 9) CONTACT THE APPROPRIATE AUTHORITY PRIOR TO ANY DESIGN WORK FOR BUILDING AND ZONING INFORMATION. 10) EXAMINATION OF THE ABSTRACT OF TITLE WILL HAVE TO BE MADE TO DETERMINE RECORDED INSTRUMENTS, IF ANY, AFFECTING THIS PROPERTY.

Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties.

BEARINGS WHEN SHOWN ARE REFERRED TO AN ASSUMED VALUE OF SAID PB 40 PAGE 54

I HEREBY CERTIFY That the survey represented thereon meets the minimum technical requirements adopted by the STATE OF FLORIDA Board of Land Surveyors pursuant to Section 472.027 Florida Statutes.
There are no encroachments, overlaps, easements appearing on the plat or visible easements other than as shown hereon.

ADIS N. NUNEZ
REGISTERED LAND SURVEYOR
STATE OF FLORIDA #5924

SINCE 1987
BLANCO SURVEYORS INC.
Engineers • Land Surveyors • Planners • LB # 0007059
555 NORTH SHORE DRIVE
MIAMI BEACH, FL 33141
(305) 865-1200 Email: blancosurveyorsinc@yahoo.com Fax: (305) 865-7810

FLOOD ZONE: X	SUFFIX: L	DATE: 9/11/09	BASE N/A
PANEL: 0137	COMMUNITY # 120635		
DATE: 3/16/15	SCALE: 1" = 30'	DWN. BY: F. Blanco	JOB No. 15-293