

Return to: (enclose self-addressed stamped envelope)

**Name:**

Greenspoon Marder LLP  
Elizabeth Somerstein, Esq.  
200 East Broward Blvd., Suite 1800  
Fort Lauderdale, Florida 33301

**This Instrument Prepared by:**

Greenspoon Marder LLP  
Elizabeth Somerstein, Esq.  
200 East Broward Blvd., Suite 1800  
Fort Lauderdale, Florida 33301

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR PROCESSING DATA

**SEWER UTILITIES AGREEMENT**

THIS SEWER UTILITIES AGREEMENT (“Agreement”) is made and entered into effective as of this \_\_\_\_ day of \_\_\_\_\_, 2024 by and between RD STIRLING, LLC, a Florida limited liability company, having its principal place of business at 2850 Tigertail Ave, Suite 800, Miami, FL 33133 (“Developer”), and the CITY OF HOLLYWOOD, FLORIDA, a municipality organized and existing under the laws of the State of Florida, having an address of 2600 Hollywood Boulevard Hollywood, FL 33020-4807 (“City”).

**WITNESSETH:**

WHEREAS, Developer is the lessee and developer of the property more particularly described on the attached **Exhibit A** (“Property”);

WHEREAS, Developer received approvals from the City to construct a 420-unit residential development on the Property (“Project”); and

WHEREAS, the development of the Project requires the Developer to permit and construct certain sewer utilities infrastructure (“Sewer Utilities”); and

WHEREAS, the City’s Department of Public Utilities maintains the Southern Regional Wastewater Treatment Plant and has 86 lift stations located throughout the City that pump wastewater from communities and businesses; and

WHEREAS, the City has determined that City sanitary sewer lift station N-07 requires infrastructure work for repair and strengthening (“Lift Station Work”), the current design of which is detailed in **Exhibit B** and incorporated herein; and

WHEREAS, the sewer force main downstream to Lift Station N-07 is the sanitary sewer pipe that will receive the sewer from the private pump station to be installed within the Property by the Developer; and

WHEREAS, Lift Station N-07 will not be available to serve the current customers without upgrade after the private sewer pump station is placed in service; and

WHEREAS, Developer has agreed to rent a temporary bypass pump adjacent to Lift Station N-07 with option 1 as outlined in **Exhibit C** hereto (“Pump Rental”) for the period of time starting from the time the Developer installs the pump by the end of May until the earlier of: (i) City completion of the Lift Station Work; or (ii) the Lift Station N-07 contractor installs the bypass pump which is expected to be June 15, 2025; and

WHEREAS, Developer voluntarily agrees to contribute a portion of the costs for the permanent Lift Station Work as detailed within this Agreement.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are acknowledged, the parties, intending to be legally bound, agree as follows:

1. RECITALS. The foregoing recitals are true and correct and are incorporated herein by reference.

2. AGREEMENT.

a. Cost Sharing.

- i. The City shall bid the Lift Station Work with itemized items including General Conditions, Mechanical, and Electrical for the original scope of improvements (specifically includes all improvements for the Lift Station Work required by the City without consideration of Developer’s required enhancements) (“City Line Items”).
- ii. The City shall also include in the bid a narrowly tailored list of itemized items including General Conditions, Mechanical, and Electrical for the Lift Station Work requirements specifically driven by the Developer’s need (“Developer Line Items”).
- iii. The Developer shall pay 100% of the difference between the City Line Items and the Developer Line Items (collectively, the “Developer Contribution”).
- iv. The Developer Contribution shall be paid to the City thirty (30) days prior to the City Commission award of the bid for the Lift Station Work. The City shall provide the Developer with forty-five (45) days’ notice prior to the payment deadline. The City shall use the developer’s payment to fund the project, which Lift Station Work specifically includes both the City Line Items and the Developer Line Items.
- v. If the Lift Station bypass pump is not complete by June 15, 2025, and Developer is required to continue the Pump Rental beyond June 15, 2025,

Developer shall be entitled to a partial refund of the Developer Contribution in the amount equal to each additional monthly Pump Rental fees incurred by Developer.

b. Pump Rental.

- i. The terms and conditions of Pump Rental as detailed within Exhibit C are incorporated herein by reference. Aerials of the Pump Rental plans are attached hereto as **Exhibit D** and incorporated herein by reference. Developer shall be responsible for the continuous operation of the bypass pump including the supply of fuel and maintenance as recommended by the pump manufacturer.
- ii. Developer shall be entitled to place the temporary bypass pump on adjacent community center land and have access on a weekly basis.
- iii. A minimum of two City employees' contact information shall be linked to the Pump Rental package to ensure City is notified immediately in the event of a pump malfunction.

c. Sewer Utilities Conveyance.

- i. The City shall expedite its review and approval of the Project's Sewer Utilities application and certification to the extent practicable; and
  - ii. The City will review and approve the Project's Sewer Utilities application and certification in phases as outline below; and
  - iii. The Developer shall be permitted, to construct the requisite private Sewer Utilities in the following phases:
    1. Phase 1 - North side gravity main and manholes and including Lift Station #1 and force main to the limits of the bridge or other defining mechanism; and
    2. Phase 2 - South side gravity main and manholes and including Lift Station #1 force main starting at the bridge limits to the discharge into the private gravity main and Lift Station #2 and force main south on 24th to connection with the existing City 10-inch force main; and
    3. Phase 3 - The link between phase 1 and phase 2 that crosses the bridge.
- d. The City shall minimize impact, to the extent possible, to the Developer's schedule, ability to permit, construct, and certify the private Sewer Utilities due to

the Lift Station Work.

3. NOTICES. Any notice required or permitted to be given hereunder shall be in writing and may be given by a personal delivery or by certified mail, return receipt requested, postage prepaid or delivery by nationally recognized overnight courier to:

As to CITY:

City of Hollywood  
2600 Hollywood Boulevard  
Hollywood, FL 33020-4807

Copy to:

City of Hollywood  
Attn: City Attorney  
2600 Hollywood Boulevard, Room 407  
Hollywood, FL 33020-4807

As to DEVELOPER:

RD STIRLING  
Attn: Ron Melendez  
2850 Tigertail Ave, Suite 800  
Miami, FL 33133

Copy to:

Dennis Mele, Esq.  
Greenspoon Marder LLP  
200 E. Broward Boulevard, 18<sup>th</sup> Floor  
Fort Lauderdale, FL 33301

4. WAIVER. No waiver of any of the provisions of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such waiver shall only be applicable to the specific instance in which it relates and shall not be deemed to be a continuing or future waiver.

5. GOVERNING LAW AND SELECTION OF FORUM. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and venue for any litigation arising hereunder shall be Broward County, Florida.

6. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same Agreement.

7. CAPTIONS. The captions and paragraph headings contained in this Agreement are for reference and convenience only and in no way define, describe, extend or limit the scope or intent of this Agreement.

8. ATTORNEYS' FEES AND COSTS. In connection with any litigation or

arbitration arising out of this Agreement, the prevailing party shall be entitled to recover all reasonable attorneys' and paralegals' fees and costs through all trial, appellate and post-judgment proceedings.

9. AGREEMENT. This Agreement embodies and constitutes the entire understanding between the parties with respect to the easements contemplated herein and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement.

10. BINDING EFFECT. This Agreement shall be binding upon the Developer and its respective transferees, successors and assigns as a covenant running with the land.

11. AMENDMENTS. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged or terminated, except by an instrument in writing signed by the parties or their respective successors and/or assigns and recorded in the public records of Broward County, FL.

12. ENFORCEMENT. In the event the Developer, its successors or assigns, violate any of the terms or conditions of this Agreement or is in breach or default in any term or condition hereof, the City shall send a written Notice of Default to the Developer of the specific failure or violation of this Agreement and Developer shall have a 30-day opportunity to cure the violation to the City's satisfaction. If the violation cannot reasonably be cured within that time period, Developer shall be deemed within the cure-window if Developer begins to cure such violation within the initial 30-day time period and thereafter diligently pursues such cure to completion, with such diligence period not to exceed 120 days from the date of the Notice of Default.

13. FURTHER ASSURANCE. The parties agree to execute such further documents as may be reasonably requested by the other to carry out the intent and purpose of this Agreement.

14. MISCELLANEOUS. Neither of the parties shall be considered the author of this Agreement since the parties have participated in extensive negotiations and drafting of this document so as to arrive at a final Agreement. Therefore, the terms of this Agreement shall not be more strictly construed against either party based upon one party having initially drafted this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, such holding shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

**[SIGNATURES ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, the parties have executed this Agreement on or as of the date first written above.

**DEVELOPER**

RD STIRLING, LLC, a Florida limited liability company

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

) SS:

COUNTY OF \_\_\_\_\_ )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by \_\_\_\_\_ as \_\_\_\_\_, of RD STIRLING, LLC, a Florida limited liability company, by means of ☐ physical presence or ☐ online notarization (check one), freely and voluntarily under authority duly vested in him/her by said corporation and that the seal affixed thereto is the true corporate seal of said corporation. He/she is personally known to me or who has produced \_\_\_\_\_ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Typed, printed or stamped name of Notary Public

My Commission Expires:

**CITY**

ATTEST:

**CITY OF HOLLYWOOD**, a municipal  
corporation of the State of Florida

---

Patricia A. Cerny  
City Clerk

By: \_\_\_\_\_  
Josh Levy  
Mayor

Date: \_\_\_\_\_

APPROVED AS TO FORM:

---

Douglas R. Gonzales, ESQ.  
City Attorney

**Exhibit A – Property**  
**Exhibit B – Lift Station Work**  
**Exhibit C – Pump Rental**  
**Exhibit D – Pump Rental Aerial**