



## **WATER SERVICE AGREEMENT APPLICATION** *(for single family residences)*

---

---

### **INSTRUCTIONS FOR COMPLETING AND FILING THE WATER SERVICE AGREEMENT APPLICATION**

Applications for a water service agreement may be submitted to the Planning and Zoning Department at any time between the hours of 8:00 a.m. and 5:00 p.m., Monday thru Friday.

The following documents shall be provided in order to make application for a water service agreement:

1. One (1) copy of the "Water Service Agreement Application".
2. Processing fee of \$150.00 (checks made payable to the City of Delray Beach).
3. Two (2) surveys of the property, signed and sealed by a surveyor registered in the State of Florida.
4. A copy of the last recorded warranty deed, and a certificate, current within thirty (30) days of the application, from either an attorney-at-law or a title company (not title insurance), certifying who the current fee simple title holders of record of the subject property are.
5. Two (2) originals of the "Agreement for Water Service".

This agreement provides that the City of Delray Beach will under certain circumstances provide water service to real property located outside of the Delray Beach City limits. Also, that the agreement constitutes a voluntary petition for annexation pursuant to the provisions of Section 171.044 of the Florida Statutes or any successor or amendment thereto. Furthermore, should any other General Law, Special Act, or Local Law be enacted which provides for voluntary or consensual annexation, the agreement shall also be considered a petition and request for annexation under such other laws.

When annexation becomes effective, the area annexed shall be subject to all laws, ordinances and regulations of the City of Delray Beach. The applicant is specifically directed to the requirements of the Land Development Regulations Section 4.6.7(L), requiring the removal of certain nonconforming signs either upon the expiration of specific time periods or prior to the effective date of the annexation ordinance. The applicant should also be aware of the nonconforming use provisions of the Delray Beach Land Development Regulations and inquire as to other specific ordinance provisions and regulations of the City of Delray Beach which may affect applicant's property upon annexation.

The agreement should be completed by the applicant as follows:

- A. Do not fill in the date on the first line; this will be completed by the City Clerk at the same time the City Manager signs the agreement.
- B. Complete the blank on the second line of the first paragraph following the phrase “by and between”, and the blank at the top of the third page labeled “Customer”. The names on both pages should be exactly the same. The names of all owners of the property must appear on and must sign the agreement. All signatures must be witnessed by two persons and notarized.
  - If owned by a married person, both the husband’s and wife’s name should appear, and both must sign.
  - If owned by a partnership, a general partner must sign; the blank should read “John Doe, General Partner”.
  - If owned by a corporation, then the President, Vice-President, or authorized officer must sign. The blank should read “Such and Such, Inc. by John Doe, President (or Vice-President or officer)”. Additionally, this signature must be attested by the Secretary of the corporation. The Secretary may sign as one of the two witnesses, but his or her signature must be clearly labeled as “Secretary”. Finally, the corporate seal must be embossed upon the page bearing the signatures.
- C. Provide the legal description of the subject property under item number seven of the agreement. Attach additional sheets if insufficient space.

Water Service Agreements for an existing single family residence, an existing lot of record where only a single family residence can be built, or for existing land currently on a well and under order from the County to connect to the municipal water system are approved by the City Manager. In general, if the information required is complete and the application and agreement are properly filled out, approval should take no longer than two (2) to three (3) weeks.

**CITY OF DELRAY BEACH PLANNING AND ZONING DEPARTMENT  
APPLICATION FOR WATER SERVICE AGREEMENT**

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

**APPLICANT INFORMATION**

Name of Project (if applicable): \_\_\_\_\_

Name of Individual(s) or Corporation: \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

Person to Contact & Telephone Number: \_\_\_\_\_

\_\_\_\_\_

**PROPERTY INFORMATION**

Legal Description (attach separate sheet if necessary): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Location (in Layman's terms): \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

Present Zoning: \_\_\_\_\_

Present Use: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Proposed Use: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

PREPARED BY:  
RETURN TO:

Brian Shutt, Esq.  
City Attorney  
200 NW 1<sup>st</sup> Avenue  
Delray Beach, Florida 33444

## **AGREEMENT FOR WATER SERVICE**

This agreement, made on this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, by and between \_\_\_\_\_, hereinafter called the CUSTOMER, and the CITY OF DELRAY BEACH, a municipal corporation of the State of Florida, hereinafter called the CITY.

WITNESSETH, that the CUSTOMER, his heirs and assigns, for and in consideration of the privilege of receiving water service from the Municipal Water System, agrees to the following:

1. The CUSTOMER agrees to pay all costs of engineering, materials, labor, supervision, inspection, and testing in order to install the total length of extension necessary, in the professional opinion of the Director of Environmental Services, to provide service to the CUSTOMER'S premises. The CUSTOMER shall be responsible for the installation and conformance with all applicable codes, rules, standards and regulations of all service lines, and connections on the CUSTOMER'S premises. The CITY shall have the option to perform the necessary work or the CITY may have such work performed by outside forces in which case the CUSTOMER shall pay in advance all estimated costs thereof. In the event the CITY has such work performed, the CUSTOMER shall remit such advance funds and any additional funds as may be necessary to pay for the actual completed project for the extension of services.
2. Any main extension made under this agreement shall be used only by the CUSTOMER, unless permission is granted by the CITY for other party or parties to so connect. If the CITY requires upsizing or increased capacity beyond what is determined to be adequate by the Director of Environmental Services in size and/or capacity, a pro-rata refund will be made directly to the CUSTOMER by the CITY to compensate these additional costs. The CITY may also require alternative bids to document the increased sizes or capacity to establish these cost differences. The CUSTOMER acknowledges that its right to receive any refund pursuant to this paragraph is subordinate to any and all requirements concerning the City's outstanding water and sewer revenue bonds.
3. Title to all mains, extensions and other facilities extending from the CITY water distribution system to and including the meter to service the CUSTOMER shall be vested to the CITY exclusively.
4. The CUSTOMER agrees to pay all charges, deposits, and rates for service and equipment in connection with water service outside the CITY limits applicable under the CITY'S ordinances and rate schedules which are now applicable or as may be changed from time to time.

5. Any rights-of-way or easements necessary shall be provided by the CUSTOMER.
6. It is understood by the CUSTOMER, and shall be binding upon the CUSTOMER, his transferees, grantees, heirs, successors, and assigns, that all water to be furnished, supplied, and sold under this agreement is made available from a surplus. If a surplus does not exist at the time of the CUSTOMER'S actual request for commencement of service, as determined by the CITY'S Environmental Services Director, then the CITY without liability may refuse to initiate service to the subject premises.
7. The CUSTOMER further agrees in consideration of the privilege of receiving water service from said CITY, that the execution of this agreement is considered a voluntary petition for annexation pursuant to Section 171.044 of the Florida Statutes or any successor or amendment thereto.

Furthermore, should any other general law, special act, or local law be enacted which provides for voluntary or consensual annexation, this agreement shall also be considered a petition and request for annexation under such other laws. The premises shall be subject to annexation at the option of the CITY at any time they are eligible under any one or more of the above-referenced laws concerning annexation. The legal description of the subject premises is as follows:

---

---

---

---

The CUSTOMER acknowledges that this covenant for annexation is intended to be and is hereby made covenant running with the land hereinabove described. That this agreement is to be recorded in the public records of Palm Beach County, Florida, and that the CUSTOMER and all subsequent transferees, grantees, heirs, successors, and assigns of the CUSTOMER shall be bound by this annexation agreement.

- 7a. It is understood by the CUSTOMER that the CUSTOMER by signing this agreement is hereby providing written consent to the Stormwater Management Assessment, Fire Service Assessment and any other Assessment Fees levied by the City pursuant to its ordinances and Florida Statutes, Chapters 170 and 197. This consent is a written covenant running with the land. This agreement shall be recorded in the Public Records of Palm Beach County, Florida. The CUSTOMER and all subsequent transferees, grantees, heirs, successors, and assigns of the CUSTOMER shall be bound by this written consent to the Stormwater Management Assessment, Fire Service Assessment and any other Assessment Fees levied by the City pursuant to its ordinances and Florida Statutes, Chapters 170 and 197.
8. It is hereby agreed that the CITY shall have no liability for the termination of water service to the premises, if the City Commission shall determine that it is appropriate to protect the public health, safety and welfare of the property or inhabitants in the City of Delray Beach, so long as the premises remain outside of the CITY limits. In the event the City Commission makes such a determination, the CITY shall be and is hereby authorized to discontinue water service to the premises upon ninety (90) days notice given by the CITY. In the event that the City Commission of the CITY determines that it is necessary to permanently discontinue water service to the above property, then the

CITY shall execute a recordable release of this water service agreement which shall be recorded at the expense of the CUSTOMER.

9. In addition to the limitation of the CITY'S liability under Paragraph 8 above, it is agreed the CITY shall have no liability in the event there is a reduction, impairment or termination in water service to be provided under this agreement due to any prohibitions, restrictions, limitations, or requirements of local, regional, state, or federal agencies or other agencies having jurisdiction over such matters. Also, the CITY shall have no liability in the event there is a reduction, impairment or termination of water service due to acts of God, accidents, strikes, boycotts, blackouts, fire, earthquakes, other casualties, or other circumstances beyond the CITY'S reasonable control.
10. The CUSTOMER hereby agrees to indemnify, defend and hold harmless the City of Delray Beach, Florida, its Mayor, members of the City Commission, officers, employees, and agents (both in their individual and official capacities) from and against all claims, damages, lawsuits, and expenses, including reasonable attorneys' fees (whether or not incurred on appeal or in connection with post-judgment collection) and costs arising out of or resulting from the CUSTOMER'S obligations under or performance pursuant to this agreement.
11. No prior or present agreements or representations shall be binding upon any of the parties hereto unless incorporated in this agreement. No modification or change in this agreement shall be valid or binding upon the parties unless in writing executed by the parties to be bound thereby.
12. The water use granted by this agreement is for the quantity of \_\_\_\_\_ tap(s) located on the property described in Paragraph 7, above. The water shall be in conjunction with \_\_\_\_\_ use as depicted upon the plan known as \_\_\_\_\_ and approved by the Delray Beach City Manager on \_\_\_\_\_. Any water furnished under this agreement shall not be used for irrigation purposes unless such use is specifically and separately approved by the Director of Environmental Services.
13. As an expressed condition of this agreement, the CUSTOMER further agrees to abide by all ordinances of the CITY which are in effect at the time of development, redevelopment, or renovation on the site and which pertain to land use and development matters. Such matters include, but are not limited to signage, landscaping, architectural review and approval, and the CITY'S formal site plan review and approval processes. However, no development requirements of the CITY shall be imposed which shall have the effect of diminishing a County development standard or requirement. In such cases, the CITY requirement shall be subservient and no further action of waiver or variance shall be required.
14. Water service, pursuant to this agreement, must be activated within two years of the date of this agreement or said agreement shall be void. This agreement shall also become void upon annexation to the City of Delray Beach.
15. This agreement and the terms and conditions thereof shall be binding on all successors, heirs and assigns of the CUSTOMER and this agreement shall be recorded in the Public Records of Palm Beach County, Florida.

IN WITNESS WHEREOF the parties hereto have this agreement the day and year first written.

WITNESS: (as to customer)

CUSTOMER:

\_\_\_\_\_  
(Sign)

\_\_\_\_\_  
(Sign)

\_\_\_\_\_  
(Name printed or type written)

\_\_\_\_\_  
(Name Printed or type written)

\_\_\_\_\_  
(Sign)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Name printed or type written)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_, day of \_\_\_\_\_, 20 \_\_\_\_ by \_\_\_\_\_ who is personally known to me or has produced \_\_\_\_\_ (Type of Identification) as identification and who did (did not) take an oath.

\_\_\_\_\_  
(Printed Name of Notary Public)

\_\_\_\_\_  
(Signature of Notary Public)

Commission # \_\_\_\_\_, My Commission Expires \_\_\_\_\_

**(NOTARY'S SEAL)**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_, of \_\_\_\_\_, 20 \_\_\_\_\_, by \_\_\_\_\_ (name & title of officer or agent), of \_\_\_\_\_ (name of corporation acknowledging), a \_\_\_\_\_ (state or place of incorporation) \_\_\_\_\_ corporation, on behalf of the corporation. He/She is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification and who did (did not) take an oath.

\_\_\_\_\_  
(Printed Name of Notary Public)

\_\_\_\_\_  
(Signature of Notary Public)

Commission # \_\_\_\_\_, My Commission Expires \_\_\_\_\_

**(NOTARY'S SEAL)**

Legal Description Approved by the Planning & Zoning Department:

\_\_\_\_\_  
(Sign)

Form Approved by the City Attorney's Office:

\_\_\_\_\_  
(Sign)

ATTEST:

CITY OF DELRAY BEACH

\_\_\_\_\_  
(City Clerk)

\_\_\_\_\_  
(City Manager)