

PREPARED BY:
RETURN TO:

City Attorney Office
200 NW 1st Avenue
Delray Beach, Florida 33444

AGREEMENT FOR SEWER SERVICE

This Agreement is entered into this _____ day of _____, 2025, by and among (i) BLUEWATER COVE GULF STREAM, LLC, a Florida limited liability company (the "DEVELOPER"), whose address is 1101 S. Rogers Circle, Suite 5, Boca Raton, Florida 33487, (ii) BLUEWATER COVE HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation (the "HOA"), whose address is 1101 S. Rogers Circle, Suite 5, Boca Raton, Florida 33487 and (iii) the CITY OF DELRAY BEACH, a municipal corporation of the State of Florida ("CITY"), whose address is 100 NW 1st Avenue, Delray Beach, Florida 33444.

WITNESSETH, that the parties hereto, respectively, their successors and assigns, for and in consideration of the mutual covenants contained herein relative to the privilege of receiving sewer service from the CITY's municipal sewer system, agree to the following:

1. Pursuant to Permit No. 138274-538-DWC issued by the Florida Department of Health Palm Beach County (the "Permit"), the DEVELOPER has previously obtained the required permits and approvals to construct (and has paid all costs of engineering, materials, labor, supervision, inspection, and testing to install) the total length of sewer main extension and lift station necessary to provide sanitary sewer service to the residences constructed, or to be constructed, within the Bluewater Cove subdivision. The legal description of the Bluewater Cove subdivision is contained on Exhibit "A" attached hereto and made a part hereof.
2. The HOA is the entity responsible for maintenance and operation of all common areas within the Bluewater Cove subdivision, and the HOA shall be responsible for coordinating payment to the CITY for sewer service provided to residents of the community (in conformance with all CITY and other applicable codes, rules, standards, and regulations.)
3. Within thirty (30) days after execution of this Agreement, the DEVELOPER shall transfer to the HOA (via a standard Bill of Sale) the sanitary sewer service lines, lift station and other sewer service facilities (the "Sewer Facilities") installed by DEVELOPER and connecting from the CITY's force main manhole in U.S. Highway 1 to the residences within the Bluewater Cove subdivision (as shown on Exhibit "B" attached hereto). As per the terms of the Permit, the HOA, at its expense, shall maintain the Sewer Facilities in good condition and repair and proper functioning, and in accordance with normal maintenance standards and all applicable laws, ordinances and regulations.

4. The sewer main extension made by the DEVELOPER under this Agreement shall be used only by the HOA members, unless permission is granted by the CITY for other party or parties to so connect. If the CITY has required upsizing or increased capacity beyond what is determined to be adequate by the City Manager or designee, in size and/or capacity, a pro-rata refund will be made directly to the DEVELOPER by the CITY to compensate for these additional costs. The CITY may also require, at the expense of the party seeking to connect to the sewer system, alternative bids to document the increased sizes or capacity to establish these cost differences. The DEVELOPER 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.
5. Title to all mains, extensions, and other facilities extending from the CITY sewer collection system, to and including the service to the HOA residents, shall be vested in the HOA exclusively. However, the HOA will assume no liability or responsibility for the portion of the sewer system infrastructure extending beyond the individual connections to the HOA residences. The respective owner of each residence shall be responsible for upkeep, maintenance, or upgrades of the infrastructure extending beyond the residence connections, including any restorative work. The HOA shall have no liability or responsibility for any future partial or complete destruction or removal of the infrastructure extending beyond the connection to the residences.
6. Unless otherwise agreed by the CITY or its applicable agency from time to time, the HOA agrees to maintain a single billing account with the CITY for any and all building connections. The HOA, on behalf of its residents, agrees to coordinate payment of all charges, deposits, and rates for service to the Bluewater Cove subdivision from time to time.
7. Any rights-of-way or easements necessary within the HOA community shall be provided and maintained by the HOA.
8. The sewer use granted by this Agreement is for the quantity of 14 buildings for the property as more particularly described in Exhibit "A", attached hereto and incorporated herein. Because a flow meter was not installed at the connection point with the municipal sewer system, the HOA, on behalf of its residents, will be charged the maximum commodity charge per building connection, as capped pursuant to Section 53.130 of the CITY Code of Ordinances, as may be amended from time to time. Such service charge shall be subject to the rate schedules for sewer service outside the CITY limits, which are now applicable or as may be changed.
9. In addition to all limitations of the CITY'S liability provided herein, it is agreed the CITY shall have no liability in the event there is a reduction, impairment or termination in sewer service to be provided under this Agreement due to any general 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 sewer 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 HOA 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, actual damages, lawsuits, and expenses, including reasonable attorneys' fees (whether or not incurred on

appeal or in connection with post-judgment collection), but waiving consequential damages, arising out of or resulting from a breach of the HOA's obligations under or performance pursuant to this Agreement. The CITY shall give the HOA at least thirty (30) days written notice and opportunity to cure any breach of this Agreement prior to exercising any applicable remedies.

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. As an expressed condition of this Agreement, the HOA further agrees to abide by all ordinances of the CITY regulating sewage use and infrastructure that are in effect at the time of development, redevelopment, or renovation of Property. However, no development requirements of the CITY shall be imposed that shall have the effect of diminishing any other applicable development standard or requirement. In such cases, the CITY requirement shall be subservient, and no further action of waiver or variance shall be required.
13. As specified in the City of Delray Beach Ordinance Title 5, Chapter 53.050, and 53.051, the HOA shall ensure no roof drains, or stormwater from any source be permitted to enter the sanitary sewer collection system or appurtenances thereto. Also, any materials such as inorganic chemicals, gasoline, oil, grease, wipes or other objectionable material deleterious shall not be discharged to the sanitary sewer collection system. In the event that any of the foregoing are introduced into the system, the City shall have the right (upon at least thirty(30) days written notice to the HOA and opportunity to cure) to enter the premises of the offending party and to discontinue the sewer service until the issue is remedied. Further, in the event any discharge from the Bluewater Cove subdivision into the City's sanitary sewer system endangers the public health, safety or welfare, the CITY will have the right (upon at least five (5) days written notice to the HOA and opportunity to cure) to suspend or temporarily terminate sewer service to the offending party in order to protect the safety and integrity of the CITY's sanitary sewer system. It is hereby agreed that the CITY shall have no liability for the termination of sewer service to the premises pursuant to this Paragraph.
14. This Agreement and the terms and conditions thereof shall be binding on all successors, heirs, and assigns of the CITY, the DEVELOPER and the HOA, and this Agreement shall be recorded in the Public Records of Palm Beach County, Florida.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

WITNESSES:

Pauline Martinengo
Paulina Martinengo
(Print or Type Name)
1101-5 S. Rogers Cir, Boca Raton, FL 33487
(Address)

Nicole Rogenmoser
Nicole Rogenmoser
(Print or Type Name)
1101-5 S. Rogers Cir, Boca Raton, FL 33487
(Address)

HOA:

BLUEWATER COVE
HOMEOWNERS ASSOCIATION, INC

By: Paul L. Courchene
Print Name: PAUL L. COURCHENE
Title: MANAGER
For
Company: Bluewater Cove Homeowners
Association, Inc.

Date: 9/3/2025

STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization, this 3rd day of September, 2025, by
Paul L. Courchene (name of person), as manager (type of
authority) for Bluewater Cove Homeowners Association, Inc. (name of party on behalf of whom
instrument was executed).

Personally known ☒ OR Produced Identification
Type of Identification Produced _____



Nicole Rogenmoser
Notary Public – State of Florida

EXHIBIT “A”

Lots 1 through 14 and Tracts “B”, “C”, and “D”, “Place au Soleil Addition No. 2, according to the plat thereof as recorded in Plat Book 133, Page 40, Public Records of Palm Beach County, Florida.

