

PREPARED BY:
RETURN TO:

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

PCN: 00-42-46-13-05-003-0030
Address: 3892 Frances Drive

AGREEMENT FOR WATER SERVICE

This agreement, made on this ____ day of _____, 20____, by and between the New Story Investments, LLC ("CUSTOMER"), with a mailing address of 2805 E. Oakland Park Boulevard, Suite 437, Fort Lauderdale, Florida 33306, and the CITY OF DELRAY BEACH, a municipal corporation of the State of Florida ("CITY"), with a mailing address of 100 NW 1st Avenue, Delray Beach, Florida 33444.

WITNESSETH, that the CUSTOMER, its heirs and assigns, for and in consideration of the privilege of receiving water service from the CITY 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 City Manager or designee, 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 City Manager or designee, 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, its 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 Manager or designee, 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, 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:

Lot 3, Block 3, Kingsland, according to the plat thereof as recorded in Plat Book
24, Page 94, Public Records of Palm Beach County, Florida.

The CUSTOMER acknowledges that this covenant for annexation is intended to be and is hereby made a 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.

8. It is understood by the CUSTOMER that the CUSTOMER by signing this Agreement is hereby providing written consent to the Stormwater Management 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 any other Assessment Fees levied by the City pursuant to its ordinances and Florida Statutes, Chapters 170 and 197.

9. 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.
10. In addition to the limitation of the CITY's liability under Paragraph 9 above, it is agreed the CITY shall have no liability in the event there is a reduction, impairment, or termination of 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 causalities, or other circumstances beyond the CITY's reasonable control.
11. 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.
12. 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.
13. The water use granted by this Agreement is for the quantity of One tap(s) located on the property described in Paragraph 7, above. The water shall be in conjunction with **Domestic Potable Water** use as depicted upon the plan known as **City of Delray Beach Permit Application #25-222729** 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 City Manager or designee.
14. 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.

15. 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.
16. 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.

[Remainder of Page Intentionally Left Blank]

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

WITNESS #1

[Signature]
Signature
Travis J Russell
Printed or Typed Name
2447 ne 20th place
Fort Lauderdale FL 33306
Address

CUSTOMER

By: [Signature]
Name: Austen Bernstein
Title: President
for
Company: New Story Investments, LLC
Date: 2/4/2025

WITNESS #2:

[Signature]
Signature
Carlton Smith
Printed or Typed Name
768 NE 13th Ct #6
Fort Lauderdale, FL 33304
Address

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 4 day of February, 2025, by Austen Bernstein (name of person), as President (type of authority) for New Story Investments, LLC (name of party on behalf of whom instrument was executed).

Personally known ☒ OR Produced Identification
Type of Identification Produced Known



[Signature]
Notary Public – State of Florida
Carlton Smith

ATTEST:

**GRANTEE/ CITY OF DELRAY BEACH,
FLORIDA**

By: _____
City Clerk

By: _____
City Mayor

Approved as to Form:

By: _____
City Attorney