

Prepared by: City Attorney

Return to:
City of Stuart
Utilities Customer Service
101 SW Flagler Avenue
Stuart, Florida 34994

City Of Stuart
121 SW Flagler Avenue
Stuart, Florida 34994

**Sewer Improvement Charge
Installment Payment and Voluntary Annexation Agreement**

This agreement, made and entered into by and between _____,
owners of property known as _____,
Stuart, FL PCN# _____, which is further described
in Exhibit "A" attached hereto and which is included in the
_____ Sewer Basin, and hereinafter referred to as (the "Owner"), and
the City of Stuart, a Florida municipal corporation, hereinafter referred to as (the "City").

RECITALS

WHEREAS, Section 42-757(c) of the City of Stuart Code of Ordinances provides for installment payments for the cost to provide residential/commercial sewer service, including all installation and sewer availability fees for owners of residential/commercial properties. The payment of these fees shall occur over a period of ten (10) years or 120 months without the accrual of interest. The fees are to be paid each month in the amount of one-one hundred twentieth (1/120) of the applicable charges then existing at the time of execution of this Installment Payment Agreement until such deferred charges are paid in full as evidenced on each monthly statement for utility service; and

WHEREAS, the Owner desires to take advantage of the provisions of Section 42-757(c); and

WHEREAS, the parties hereto represent and warrant to each other that this Agreement is valid and binding upon each other, their successors and assigns, and shall run with the land;

NOW THEREFORE, the parties hereto agree as follows;

Section 1. That the recitals stated herein are true and accurate and are part of this Agreement.

Section 2. AGREEMENT TO MAKE INSTALLMENT PAYMENTS. For value received, the undersigned Owner(s) jointly and severally promise(s) to pay the City of Stuart, at such place the City may designate the principal sum of;

_____ Dollars \$(_____) at the rate of _____ Dollars (\$_____) per month.

The sum hereby agreed to be paid by the Owner(s) shall be in addition to the monthly utility usage bill charged to the subject premises. Any partial payment of the monthly bill shall be first applied to the sewer service installation and sewer availability charges delineated herein, and then applied to the usage charge for the premises. A partial payment without prior City approval is subject to interruption in service. All sewer service installation and sewer availability fees and usage charges shall be considered utility service charges.

Section 3. RESPONSIBLE PARTY. The monthly payment, as described herein, will be in addition to the monthly statement for usage services to the premises.

Until paid in full, any balance owed by virtue of the Agreement will be responsibility of the property owner of record and is a lien against the premises described herein pursuant to section 159.17 Florida Statutes.

Section 4. DEFAULT and ACCELERATION. Non-payment of any installment and usage charge when due under this Agreement will be considered a default and if such default is not corrected within 30 days, the City shall charge 1.5 percent interest monthly on

each delinquent balance of charges due the City on the amount of the delinquent balance of \$15.00 or more and the entire unpaid shall at once become due and payable, without notice at the option of the City. Failure of the City to exercise this option shall not constitute a waiver of the right to exercise the same at a later time for the same or any subsequent default. In the event of default of any payment under this Agreement, the Owner hereby agrees to pay all costs of collection, including but not limited to, reasonable attorney fees.

Section 5. PREPAYMENT RIGHT. The Owner shall have the right to prepay the whole or any part of the unpaid balance of the amount due under this Agreement without penalty.

Section 6. ADDITIONAL TERMS AND CONDITIONS.

6.1 No waiver of a breach of any of the covenants in this Agreement shall be construed to be a waiver of any succeeding breach of the same covenant.

6.2 The Owner shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State, and City governments and any and all of their departments and bureaus applicable to said property and/or business.

6.3 The Owner hereby authorizes representatives of the City of Stuart to enter upon the property listed above to service and/or make repairs to certain water/sewer facilities owned by the City of Stuart.

Section 7. VOLUNTARY ANNEXATION. ***(This section only applies to properties within the City's Utility Service Area that are located outside the City's municipal boundaries in the unincorporated areas of Martin County)*** The undersigned property owner(s), on behalf of himself and his successors, further agrees to submit to annexation by the City, if and when the City Commission should desire to annex the subject property into the City of Stuart, and the undersigned property owner agrees that this document shall serve as the property owner(s) voluntary agreement to be annexed into said municipality, and no further consent need be given by the property owner(s) or his successors, and no further action or elections shall be required on the part of the City, except that the City shall give reasonable notice to the property owner(s) of its intent to annex the property by Ordinance.

Section 8. CORPORATE AUTHORIZATION. The undersigned represents and affirms under penalty of perjury that he is duly authorized to execute this document and that the corporate by-laws authorize the placement of a mortgage against corporate property.

I (We) have read and acknowledge receipt of this Agreement, by signature(s) below.

IN WITNESS THEREOF, the parties hereto have executed this Installment Payment Agreement on the ____ day of _____, 20____.

Witnesses as to City:

CITY OF STUART

Print Name; _____

Paul J. Nicoletti
City Manager

Print Name: _____

STATE OF FLORIDA)
COUNTY OF MARTIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by Paul J. Nicoletti as City Manager of the City of Stuart, who is personally known to me or has produced _____ as identification.

SEAL

Notary Public, State of Florida
Printed Name: _____
My commission expires: _____

Witnesses as to Owner #1:

Witness Signature

Owners Signature

Witness Print Name

Owner Print Name

Witness Signature

Witness Print Name

STATE OF FLORIDA)

COUNTY OF MARTIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, as owner of the subject premises, who is/are personally known to me or has/have produced _____ as identification.

Seal:

Notary Public, State of Florida

Printed Name; _____

My commission expires: _____

Witnesses as to Owner #2:

Witness Signature

Owners Signature

Witness Print Name

Owner Print Name

Witness Signature

Witness Print Name

STATE OF FLORIDA)

COUNTY OF MARTIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, as owner of the subject premises, who is/are personally known to me or has/have produced _____ as identification.

Seal:

Notary Public, State of Florida

Printed Name; _____

My commission expires: _____