

Prepared by and Return to
Town of Jupiter Island, Florida
Attn: Utility Director
2 Bridge Road
Hobe Sound, FL 33455
772-545-0100

Parcel I.D. #
Property Address:

UTILITY PERMIT

From

**TOWN OF JUPITER ISLAND, FLORIDA
SOUTH MARTIN REGIONAL UTILITY**

for

THIS IS NOT A NOTICE TO PROCEED, A PROJECT APPROVAL, OR A BUILDING PERMIT. YOU MUST OBTAIN A NOTICE TO PROCEED AND BUILDING PERMIT FROM THE APPLICABLE BUILDING DEPARTMENT AND REGULATORY AGENCY BEFORE YOU START CONSTRUCTION OF UTILITY IMPROVEMENTS.

This is a Utility Permit ("Permit") issued by the Town of Jupiter Island, a municipal corporation organized, located at 2 Bridge Road, Hobe Sound, FL, 33455 and existing under the laws of the State of Florida, its successors and assigns, by and through its Town Commission, hereinafter referred to as "Town", pursuant to the Town Code, as defined below,

TO

_____, whose name, address and phone number are, _____, the "New User."

WHEREAS, the New User owns lands located in Martin County, Florida, and described in **Exhibit "A"**, which is attached to and made part of the Permit (hereinafter referred to as the "**Property**"); and

WHEREAS, New User intends to develop the Property for the uses set forth in the Questionnaire (**Exhibit "B"**), which is attached and made a part of this Permit;

NOW, THEREFORE, in consideration of the mutual terms and conditions set forth below, New User and Town agree as follows:

Town Code Binding: The provisions of the Town Code, and all Utility resolutions and ordinances, including, but not limited to, the South Martin Regional Utility (**SMRU**) Regulations, Policies and Procedures ("**RPPs**") for the Town of Jupiter Island/South Martin Regional Utility, and the South Martin Regional Utility Rate Tariff, as amended from time to time by the Town (collectively the "**Town Code**"), are incorporated in this Utility Permit and control New User's obligations to the Town. New User agrees to comply with and be bound by the provisions of the Town Code, as amended from time to time. New User has reviewed and understood its provisions of the Town Code and agrees to review all amendments to the Town Code for applicability to New User.

Restrictions on Potable or Irrigation Wells: As SMRU is located in a critical water supply area, in order to allow the Town to preserve and protect the water resources of the South Martin County region for all of SMRU current and future customers, the New User further agrees, as a condition of receiving utility service from the Town, that no potable or irrigation wells may be constructed or installed on the Property. In the event that potable or irrigation wells are constructed or installed on the Property in violation of this Utility Permit, the Town shall have the right to discontinue utility service to the Property until all such wells have been abandoned and plugged. Existing wells on the Property at the time of entering into this Permit shall be addressed as provided in the RPPs.

Parcel Improvement and Required Construction: The utility requirements for the Property are described in the **Exhibit B** Town of Jupiter Island New User Permit Questionnaire, and in the SMRU approved Plans and Specifications (**Exhibit "C"**). New User agrees to construct all of the improvements set forth in **Exhibit "C"** as a condition to receiving utility service from the Town for the Property. All modifications to the utility requirements scope for the Property outside of these exhibits will be in writing and must have approval of the Town in writing in advance of construction.

Grant of Easements: By these presents New User gives and grants to the Town, at no cost to the Town, permanent easement rights as required by the Town for the installation, maintenance, operation, repair and replacement of water, wastewater and irrigation quality water facilities and appurtenances, together with ingress and egress for such purpose, required within the Property (hereinafter collectively referred to as the "Facilities"). Such easement conveyance shall take effect without further action upon the execution and recording of the Permit. If requested by the Town, New User shall further convey said easements to the Town by such separate easement grant document, in the form provided by the Town. New User shall have the right, upon reasonable notice and mutual consent, to relocate said Easement in the future, provided that New User bears the entire cost of said relocation of Easement and Facilities within the Easement and agrees to indemnify and hold the Town harmless from all claims, damages and expenses which may be incurred or which arises in regard to such relocation. New User further agrees to grant easements to or relocate, any then pre-existing Facilities at no cost to the Town. The provisions of the Town Code shall control the granting and acceptance of easements by New User.

Payment of Fees and Charges: The full payment of SMRU fees and charges (**Exhibit "D"**) are a condition to receiving utility service from the Town, and shall be due at such times as set forth on **Exhibit "D"**. Such fees and charges are non-refundable, except as expressly stated in the Town Code, or as set forth below:

In the event that the New User voluntarily enters into this Permit and pays all of the applicable fees and charges pending a development approval from Martin County or the Town (which shall be noted in **Exhibit D**), if the development approval request is withdrawn, or development approval is denied (after all appeals periods have lapsed or if appealed, all appeals have been denied), the Permit shall be terminated automatically and of no force and effect, and the New User may request in writing that all fees and charges previously paid to the Utility, pursuant to an Utility Permit, except any fees paid prior to execution of the Permit, the site plan review fee, the administrative review fees, and if applicable, any funds used or contracted to be used by the Town prior to the request for refund to design, construct and inspect offsite facilities for the proposed development, shall be refunded within ninety (90) days of receipt of written request by New User. Reimbursable costs would be determined during the development of the Permit and referenced in the on **Exhibit "D"**.

Binding Effect of Agreement. This Permit may be recorded in the Public Records of Martin County, Florida, and shall run with land described in Exhibit "A". The obligations and rights under this Permit shall be binding upon and shall inure to the benefit of New User, the Town, and their respective assigns and successors, by merger, consolidation or otherwise. New User may assign its obligations and rights under this Permit to a homeowner's association for the project, to which this Permit shall be fully binding.

Laws of Florida. This Permit shall be construed and interpreted, and the rights of the parties hereto determined, in accordance with Florida law without regard to conflicts of law provisions, and the New User submits to the jurisdiction of Florida courts and federal courts located in Florida. The parties agree that proper and exclusive venue for any suit concerning this Bill of Sale shall be Martin County, Florida, or the Federal

Southern District of Florida. The New User agrees to waive all defenses to any suit filed in Florida based upon improper venue or *forum nonconveniens*. To encourage prompt and equitable resolution of any litigation, each party hereby waives its rights to a trial by jury in any litigation related to this Permit.

Costs and Attorney's Fees. In the event either party to this Permit is required to enforce this Permit by court proceedings or otherwise, whether or not formal legal action is required, each party shall bear its own attorneys' fees, dispute resolution costs, and all court costs through all levels of appeal.

Miscellaneous. This Permit merges and supersedes any and all previous agreements between the parties, oral or written as to the subject matter of this Permit. Whenever the singular number is used in this Permit and when required by the context, the same shall include the plural, and the masculine, feminine and neuter genders shall each include the others. Exhibits mentioned in this Permit are incorporated herein by reference and made a part hereof as fully set forth herein. This Permit may be executed in several counterparts, each of which shall be deemed original and such counterparts shall constitute one and the same instrument. No agreement shall be effective to add to, change, modify, waive or discharge this Permit, in whole or in part, unless such agreement is in writing and signed by the parties hereto. This Permit may not be assigned by New User except in accordance with the provision of the Town Code. In the event of a conflict between the provisions of this Permit and the Town Code, the Town Code shall control.

IN WITNESS WHEREOF, the Town has agreed to and issued this Permit as of the last date under each signature.

Attest:

TOWN OF JUPITER ISLAND

By: _____

Town Manager or his Designee

_____, 20____

Town Clerk

The undersigned New User accepts the Permit, agrees to the conditions and obligations of the Permit and acknowledges that water, wastewater and irrigation quality water service to the Property will be subject to the provisions of the Town Code, as amended from time to time by the Town. New User agrees that the Town may enforce New User's obligations under the Permit and the Town Code by an action for specific performance, and the New User waives all defenses to a specific performance action by Town. New User agrees that this Permit may be recorded against the Property and that the terms and conditions of this Permit shall run with the land and be binding on New User's successors and assigns.

New User

Signed _____

Date: _____

By: _____

Print Name and Title

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by _____, as _____ of Edward H. Hamm, Trust, a _____, on behalf of the _____. He/she is personally known to be or has produced as identification and did (did not) take an oath.

My Commission _____

Expires: _____

Signature of Notary

Typed, Printed or Stamped Name of Notary

EXHIBIT "A"
LEGAL DESCRIPTION

EXHIBIT "B"
TOWN OF JUPITER ISLAND NEW USER PERMIT QUESTIONNAIRE

EXHIBIT "C"

UTILITY IMPROVEMENTS

See attached "SMRU Approved" Plans

EXHIBIT "D"

FEES AND CHARGES

Total Capacity Requirement:

Fees Paid Upon Execution of this Permit:

Connection Charges

\$1,800 x ___ ERCs = \$_____

Accrued Guaranteed Revenue Fee

60 months x ___ x ___ ERCs = \$_____

Total Paid = \$_____

Fees to be paid by New User prior to construction of On-site Facilities:

Site Plan Review Fee:

2% of Water and Wastewater Construction Cost Estimate

2% of \$_____ = \$_____

Inspection Fee:

1% of Water and Wastewater Construction Cost Estimate

1% of \$_____ = \$_____

Administrative Review Fee:

0.5% of Water and Wastewater Construction Cost Estimate

0.5% of \$_____ = \$_____

Permit Recording Cost

Actual cost to record