

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

Parcel I.D. #
Property Address:

NOTICE OF LIEN REGARDING COSTS OF CONNECTION TO SMRU UTILITY SYSTEM

THIS NOTICE OF LIEN (the "**Notice**"), made and entered into this ____ day of _____, 20__, by and between the TOWN OF JUPITER ISLAND FLORIDA ("**TOWN**"), and _____, whose post office address is: _____ ("**CUSTOMER**"),

W I T N E S S E T H

WHEREAS, pursuant to the Town's South Martin Regional Utility ("**SMRU**") Regulations, Policies and Procedures ("**RPPs**"), **CUSTOMER** has executed a promissory note (the "**Note**") of even date in favor of **TOWN** for payment of certain impact fees and other charges and expenses related to the **TOWN** providing certain utility services to **CUSTOMER** (the "**Utility Services**") at the property described on **Exhibit "A"**, attached to this Agreement (the "**Property**"); and

WHEREAS, pursuant to the RPPs, and applicable law, the **TOWN** has a statutory lien against the **Property** for the payment for the **Utility Services**, and the **TOWN** has elected to provide additional notice of its statutory lien on the **Property** by having **CUSTOMER** execute this Notice of Lien;

NOW. THEREFORE, for and In consideration of the premises and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties record this Notice of Lien, and agree as follows:

1. **The Town has agreed to provide, and CUSTOMER has agreed to pay for, the following utility service to CUSTOMER at the Property:**

Provide _____ ERC(s) -- Water Service Connection(s) @ \$ _____

Provide _____ Feet -- Line Extension @ \$ _____ per foot

Provide _____ ERC(s) -- Sewer Service Connection(s) @ \$ _____

Provide _____ Feet -- Line Extension @ \$ _____ per foot

Provide _____ Meters -- Size _____ @ \$ _____ per meter

Provide _____ Backflow preventers -- @ \$ _____ per unit

Provide for Onsite Improvements @ \$ _____

Provide the proportional share of required ancillary facilities and existing refund agreement obligations \$ _____.

TOTAL Due to Town for Utility Services: \$ _____.

2. For the Utility Services identified in Paragraph #1, CUSTOMER has executed and delivered a Note to TOWN in the amount \$_____, plus ___% interest per annum, payable in ___ equal monthly installments, the first payment being due on the 1st day of _____, with each monthly installment due in the amount of \$_____. The failure to make any required monthly installment by the due date may result in the TOWN disconnecting utility services to the Property, as provided in the RPPs.

3. CUSTOMER acknowledges that TOWN has a statutory lien against the Property for payment for the Utility Services, including the Note, which lien runs with the land and is enforceable against any grantees, successors, heirs, or assigns of CUSTOMER. CUSTOMER agreement that should CUSTOMER sell, subdivide or otherwise transfer the Property, then the Note shall be due and payable in full at once. CUSTOMER shall at the time of execution of this Notice pay all recording related fees, including the cost of state intangible taxes and documentary stamps.

4. CUSTOMER acknowledges that TOWN may foreclose its statutory lien against the Property in the event of non-payment as provided by law.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date set forth next to their signatures.

Authentication

THE TOWN OF JUPITER ISLAND

Town Clerk

By: _____
Gene A. Rauth
Its Town Manager

CUSTOMER

Date: _____

Sign: _____

Printed Name: _____

For an individual acting in his or her own right:

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, _____ (date) by _____ (name of person acknowledging), who is personally known to me or who has produced _____ (type of identification) as identification.

[Notary Seal]

(Signature of person taking acknowledgment)

(Name typed, printed or stamped)

(Serial number, if any)

For a corporation:

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, _____ (date) by _____ (name of officer or agent, title of officer or agent) of _____ (name of corporation), 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.

[Notary Seal]

(Signature of person taking acknowledgment)

(Name typed, printed or stamped)

(Serial number, if any)

For a limited liability company:

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, _____ (date) by _____ (name of member, manager, officer or agent, title of member, manager, officer or agent) of _____ (name of company), a _____ (state or place of formation) limited liability company, on behalf of the company, who is personally known to me or has produced (type of identification) as identification.

[Notary Seal]

(Signature of person taking acknowledgment)

(Name typed, printed or stamped)

(Serial number, if any)

For a partnership:

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, _____ (date) by _____ (name of acknowledging partner or agent), partner (or agent) on behalf of _____ (name of partnership), a _____ (state or place of formation) partnership. He/she is personally known to me or has produced (type of identification) as identification.

[Notary Seal]

(Signature of person taking acknowledgment)

(Name typed, printed or stamped)

(Serial number, if any)

EXHIBIT "A"

PROPERTY DESCRIPTION

(Please see attached Property Appraiser's Summary)

EXHIBIT "B"

PROMISSORY NOTE

\$ _____

FOR VALUE RECEIVED, the undersigned ("Customer") promises to pay to the order of the TOWN OF JUPITER ISLAND, FLORIDA, its successors and assigns ("Town), the principal sum of \$ _____ with interest at the rate of _____ % on the unpaid balance, from the 1st day of _____ until paid. Such payments are to be made to the Town of Jupiter Island, Florida, 2 Bridge Road, Hobe Sound, FL 33455, in _____ equal monthly installments in the amount of \$ _____ per installment, commencing on the 1st day of _____ and continuing on the 1st day of each month thereafter until the note, including accrued interest, penalties, costs and fees, is fully paid, except that if not sooner paid the final payment of principal, accrued interest, penalties, costs and fees shall be due and payable on the 1st day of _____.

The privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or \$100.00, whichever is less. Prepayment in full shall be credited on the date received. Partial prepayment, other than on an installment due date, need not be credited until the following installment due date or 30 days after such prepayment, whichever is earlier.

There shall be a penalty of 1-1/2% plus \$2.00 on any monthly payment not paid within 10 days of the due date. Additionally, if any deficiency in the prepayment of any installment under this Note is not made good prior to the expiration of 30 days after the due date, the entire principal sum, accrued interest, penalties and fees shall at once become due and payable without notice at the option of the holder of this Note. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default. In the event of a default in the payment of this Note, and if same is collected by an attorney at law, the undersigned hereby agrees to pay all costs of collection, including reasonable attorney's fees.

This Note is given to obtain funds to pay utility connection fees and other utility related fees and charges to provide utility service to Customer's real property from the Town's South Martin Regional Utility. Presentment, protest, and notice are hereby waived.

Dated: _____

Sign: _____

Printed Name: _____

Property address: _____

Sign: _____

Printed Name: _____
