

INSTALLMENT PAYMENT AGREEMENT

This Payment Agreement (“Agreement”) is made as of the 13th day of May 2025, by and between the City of Hialeah (“City”), a Florida municipal corporation, located at 501 Palm Avenue, Hialeah, Florida 33010, and Westland Plaza Gardens, (“Association”), with an address at 1300 W 53rd Street, Ofc 39, Hialeah, Florida 33012.

RECITALS

WHEREAS, the Association receives water and sewer services from the City at the real property described as 1300 W 53rd Street, Hialeah, Florida (“Property”), under Account No. 47486-000; and

WHEREAS, as of May 13, 2025, the Association has a total unpaid account balance for water and sewer service charges in the amount of \$91,759.54 (“Outstanding Balance”); and

WHEREAS, the Association acknowledges having received water and sewer services and admits liability for the debt owed to the City in the amount of the Outstanding Balance; and

WHEREAS, to avoid the disconnection of water and sewer services, the foreclosure of any lien, or any other enforcement action against the Association for non-payment of the Outstanding Balance, the Association hereby wishes to pay the Outstanding Balance;

WHEREAS, the parties have agreed to resolve this billing dispute through this Agreement, whereby the City has agreed to waive a portion of the late charges and interest that have accrued prior to this Agreement in the amount of \$23,197.19 and to only collect the remaining outstanding balance of \$68,562.35 (the “Remaining Outstanding Balance”), provided the Association complies with this Agreement;

NOW, THEREFORE, in consideration of the premises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, do hereby covenant and agree as follows:

1. **Recitals.** The Parties represent and warrant that each and all of the foregoing recitations are true and correct and are incorporated herein by this reference and made a part of this Agreement for all purposes.
2. **Initial Payment.** The Association shall pay the amount of \$13,712.47, upon signing the Agreement.
3. **Remaining Balance and Installment Payments.** The Association agrees to pay the remaining balance of \$54,849.88 (“Remaining Balance”) in thirty-six (36) installments payments in the amount of \$1,643.90 each, beginning the 15th of the month of the first month after this agreement is signed and on the 15th day of each month thereafter until paid in full.
 - a. If the 15th day of any month falls on a weekend or legal holiday, then the Association shall make the Installment Payment immediately on the next business day. The Association shall make all payments by check payable to the City of Hialeah. Payments shall be mailed to:

City of Hialeah, Department of Public Works
Attn: Tabitha Rivera
3700 West 4th Avenue
Hialeah, FL 33012-4298

- b. In addition to submitting the Installment Payment timely and in full as set forth in this Agreement, the Association must remain current on all monthly water charges accrued after May 13, 2025 and at all times thereafter, as regularly billed by the Department of Public Works.
4. ***Time is of the essence.*** The Association shall make all payments pursuant to this Agreement promptly and timely.
5. ***Default and Termination.***
- a. The Association's failure to pay on time and in full for its monthly water and sewer service charges as regularly billed by the Department of Public Works and the Installment Payments pursuant to this Agreement constitutes a breach of this Agreement and grounds for termination of this Agreement and of water and sewer services to the Property.
 - b. The Association shall have five (5) days from the date of receipt of the City's written notice of default to cure the default. Failure to cure the default within five (5) days shall result, at the discretion of the City, in the disconnection of water and sewer services to the Property without further notice to the Association, which may include the removal of meters and/or plugging of service line. Prior to reconnection, the Association shall pay the balance due in full plus interest, and all costs of collection, including reasonable attorney's fees.
 - c. The City reserves the right to seek any other remedy it is entitled to under this Agreement, at law, or in equity upon the Association's breach of this Agreement.
 - d. The City may also record a lien against the Association encumbering the Property pursuant to Hialeah Florida Code § 94.131(d) and any other applicable State, County and local ordinance, law, rule or regulation. This Agreement shall not be interpreted as a waiver or impediment to the City's right to lien the Property at any time.
6. ***Hold Harmless; Indemnification.*** The Association, for itself, and for its members, property owners, officers, directors, employees, subcontractors, agents, representatives, successors, assigns, and any other individual or entity who may attempt to sue on the Association's behalf, hereby unequivocally agrees to indemnify, forever discharge, release, waive and hold harmless the City, its officers, whether elected or appointed, directors, employees, attorneys, contractors, agents, representatives, and all other persons, entities, organizations and corporations affiliated therewith (all of whom collectively constitute the "City's Released Parties"), from and against any and all claims, suits, causes of action, damages, losses, liabilities, costs or expenses, including court costs and attorney's fees at all level of proceedings (including appellate level), and from any judgments, orders or decrees entered thereon or resulting therefrom, for any personal injury, loss of life, damage to property including equipment, loss of profits, or any other liability, loss, cost or expense of whatever

kind and premised on whatsoever theory of liability (all of which collectively constitute "Claims"), arising out of, resulting from, relating to, incidental to, or in any way connected to the City's disconnection of water and sewer services to the Property due to the Association's breach of this Agreement.

7. **Prepayment.** The Association may prepay the outstanding balance, in whole or in part, at any time and without penalty or premium, by paying the principal amount to be prepaid together with accrued interest thereon to the date of prepayment.
8. **Waiver.** The failure to enforce any provision of this Agreement or seek any remedy upon any event of default shall not be considered a waiver by the City to seek enforcement or elect a remedy for any future default.
9. **Entire Agreement.** The Parties agree that this Agreement constitutes their entire and final understanding and agreement with respect to the subject matter of this Agreement and supersedes all prior or contemporaneous negotiations, promises, covenants, agreements or representations concerning all matters directly, indirectly or collaterally related to the subject matter of this Agreement.
10. **Amendments.** The Parties agree that this Agreement cannot be amended or modified except in writing executed by all parties hereto.
11. **Miscellaneous.**
 - a. The undersigned declare and represent that no promise, inducement or agreement not herein expressed have been made to the undersigned, and that this Agreement contains the entire agreement between the parties hereto, and that the terms of this Agreement are contractual and not a mere recital. The undersigned further state that each has carefully read the foregoing Agreement, knows and understands the contents thereof, has had an opportunity to consult with counsel, and signs this Settlement Agreement as a free and voluntary act.
 - b. Each of the undersigned warrants that he or she is legally authorized to execute this Agreement on behalf of the party for which he or she executes this Agreement.
 - c. This Agreement may be executed in one or more counter-parts, each of which shall be deemed to be an original instrument, but all such counter-parts together shall constitute one and the same Agreement. Electronic, PDF, and facsimile signatures are binding as originals. All signatures are deemed to have been executed in Miami-Dade County, Florida.
12. **Authority.** The person signing on behalf of the Association has full authority to execute this Agreement without further action from the Association. Upon execution, this Agreement shall be binding on the Association.
13. **Applicable Law.** The laws of the State of Florida shall govern this Agreement and venue for any litigation hereunder shall be in Miami-Dade County, Florida.
14. **Invalidity of Provision.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder

of this Agreement or the application of such term or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

15. ***WAIVER OF TRIAL BY JURY.*** IT IS MUTUALLY AGREED BY AND BETWEEN THE RESPECTIVE PARTIES THAT THEY HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY ANY OF THE PARTIES HERETO AGAINST ANY OTHER ON ANY MATTERS ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.
16. ***EXECUTION OF THIS AGREEMENT.*** This Agreement may be signed and delivered in counterparts and a scanned and emailed or other electronic signature or image of a signature shall have the same effect as an original ink signature and shall be binding.
17. ***DATE OF AGREEMENT.*** The date of this Agreement is the date the last signatory signs it.

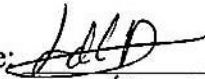
[SIGNATURE PAGE TO FOLLOW]


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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Signed, sealed and delivered
in the presence thereof:

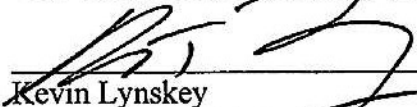
WESTLAND PLAZA GARDENS CONDOMINIUM
1300 W 53 Street
Hialeah, Florida 33012

Signature: 
Name (Printed): Lissette de la Paz
Title: Treasurer
Date: 5/13/25

Witness: Daniel Romeu
Signature: 
Printed: Daniel Romeu
Date: 5/13/2025

City of Hialeah,
Department of Public of Works
3700 W 4 Avenue
Hialeah, Florida 33012

Authorized signature on behalf of
City of Hialeah, Department of Public of Works


Kevin Lynskey
Department of Public Works Director

Westland Plaza Gardens**47486**

St. Pmt.	Rate	Term	Princ
1,643.90	5.00%	36	91,759.54
		Reduction of penalties	(23,197.19)
		Sub-Total	68,562.35
		Down Pmt 20%	(13,712.47)
		Bal to Pay	54,849.88

	Principal	Interest	Balance
1	1,415.36	228.54	53,434.52
2	1,421.26	222.64	52,013.26
3	1,427.18	216.72	50,586.09
4	1,433.12	210.78	49,152.96
5	1,439.10	204.80	47,713.87
6	1,445.09	198.81	46,268.77
7	1,451.11	192.79	44,817.66
8	1,457.16	186.74	43,360.50
9	1,463.23	180.67	41,897.27
10	1,469.33	174.57	40,427.94
11	1,475.45	168.45	38,952.49
12	1,481.60	162.30	37,470.89
13	1,487.77	156.13	35,983.12
14	1,493.97	149.93	34,489.15
15	1,500.20	143.70	32,988.95
16	1,506.45	137.45	31,482.51
17	1,512.72	131.18	29,969.79
18	1,519.03	124.87	28,450.76
19	1,525.36	118.54	26,925.40
20	1,531.71	112.19	25,393.69
21	1,538.09	105.81	23,855.60
22	1,544.50	99.40	22,311.10
23	1,550.94	92.96	20,760.16
24	1,557.40	86.50	19,202.76
25	1,563.89	80.01	17,638.87
26	1,570.40	73.50	16,068.47
27	1,576.95	66.95	14,491.52
28	1,583.52	60.38	12,908.00
29	1,590.12	53.78	11,317.89
30	1,596.74	47.16	9,721.14
31	1,603.40	40.50	8,117.75
32	1,610.08	33.82	6,507.67
33	1,616.78	27.12	4,890.89
34	1,623.52	20.38	3,267.37
35	1,630.29	13.61	1,637.08
36	1,637.08	6.82	(0.00)

Account: 047486-000

Billing

AGED BALANCES BILL PREVIEW

Customer Name: WESTLAND PLAZA GARDENS
 Service Address: 1300 W 53 ST, HIALEAH, FL 33014
 Customer Address: 1300 W 53RD ST OFC 39, HIALEAH, FL 330123068
 Alternate Address: N/A
 Billing Cycle: 023
 Credit Score: 51

Account Balance: \$78,047.07

WATER	\$17,445.27	SEWER	\$42,010.34	STORM	\$834.68	TAXES	\$1,744.63
City Penalty	\$0.00	Water Penalty	\$11,893.62	FRANCHISE FEE	\$551.07	DERM FEE	\$3,567.46

- Auto Pay: None
- Hold Status: No Hold
- Budget Rates: No
- Paperless Billing: No
- Payment Plans: None
- Vacation Dates: No

CONSUMPTION WATER TABLE VIEW



Active

Post Date	Description	Amount
04/28/2025	Payment	(\$10,027.84)
04/23/2025	Billing	\$10,027.84
04/23/2025	Balance	\$101,787.38
04/21/2025	Adjustment	\$1,574.08
04/14/2025	Payment	(\$7,047.59)
04/05/2025	Billing	\$7,047.59

Uncommitted Transactions

Tran. No.	Description	Amt.
-000000001	Payment	(\$13,712.47)

Most Recent Service Requests

Req. Date	Description	Status
07/26/2022	Show Device	Active
07/19/2004	Show Device	Closed

Overview

History

Devices

Account

People

Lot

Service Rates

Service Requests

ACCOUNT BALANCE SUMMARY ACCOUNT HISTORY BALANCE HISTORY CREDIT HISTORY DEPOSIT HISTORY

History From 5/13/2024

COLLAPSE VIEW STATEMENT

Transaction	Due Date	Transaction Type	Total	Description	WATER	STORL	SEWER	SOLID W...	SURC...	Reel...	Post ...
5/13/2025		Payment	(\$13,712.47)	Xpress Bill Pay Payment XID=197965358; XBP-242883305	\$3,016.26	\$191.63	\$7,320.00	\$0.00	\$0.00	-00000001	
4/28/2025		Payment	(\$10,027.84)	Xpress Bill Pay Payment XID=196876485; XBP-241838345	\$1,898.04	\$124.11	\$4,604.00	\$0.00	\$0.00	08190505	4/29/2025
4/23/2025	5/14/2025	Billing	\$10,027.84		\$2,679.97	\$95.00	\$6,457.00	\$0.00	\$0.00	00000000	4/23/2025
4/23/2025		Balance	\$101,787.38		\$22,361.57	\$1,150.00	\$53,930.00	\$0.00	\$0.00	00000000	4/23/2025
4/21/2025		Adjustment	\$1,574.08	Past Due	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	00000000	4/21/2025
4/14/2025		Payment	(\$7,047.59)	Xpress Bill Pay Payment XID=195596711; XBP-240707909	\$1,451.03	\$98.89	\$3,520.00	\$0.00	\$0.00	08174939	4/15/2025
3/25/2025		Adjustment	\$1,623.11	Past Due	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	00000000	3/25/2025
3/25/2025	4/15/2025	Billing	\$7,047.59		\$1,874.90	\$95.00	\$4,507.00	\$0.00	\$0.00	00000000	3/25/2025
3/25/2025		Balance	\$97,233.05		\$21,132.68	\$1,154.00	\$51,010.00	\$0.00	\$0.00	00000000	3/25/2025
3/18/2025		Payment	(\$7,174.57)	Xpress Bill Pay Payment XID=1093827764; XBP-238935196	\$1,461.73	\$104.19	\$3,546.00	\$0.00	\$0.00	08131538	3/19/2025
2/25/2025		Adjustment	\$1,624.17	Past Due	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	00000000	2/25/2025
2/25/2025	3/18/2025	Billing	\$7,174.57		\$1,909.20	\$95.00	\$4,589.00	\$0.00	\$0.00	00000000	2/25/2025
2/25/2025		Balance	\$95,736.92		\$20,719.51	\$1,163.00	\$50,050.00	\$0.00	\$0.00	00000000	2/25/2025
1/20/2025		Payment	(\$7,495.62)		\$1,491.61	\$105.96	\$3,618.00	\$0.00	\$0.00	0803498	1/31/2025
1/27/2025	2/18/2025	Billing	\$7,495.62		\$1,995.93	\$95.00	\$4,797.00	\$0.00	\$0.00	00000000	1/27/2025
1/27/2025		Balance	\$89,144.15		\$19,427.59	\$1,110.00	\$46,960.00	\$0.00	\$0.00	00000000	1/27/2025

1 of 3 pages > 25 items per page

(53 items total)

Overview

History

Devices

Account

People

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Service Rates

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