

Agreement No. 1604

This instrument prepared by:

Amie McClellan

Customer Service Representative

4410 66th Street, W.

Bradenton, Florida 34210

Parcel ID Number: 1589800000

=====SPACE ABOVE THIS LINE FOR RECORDING DATA=====

AGREEMENT FOR TIME PAYMENT

This Agreement is entered into by and between, an individual, Kenneth L. Puffenburger Sr. (hereinafter "Owner") and MANATEE COUNTY, a political subdivision of the State of Florida, hereinafter "the County").

WHEREAS, the County is authorized to assess fees, rates or charges for the provision of water and sewer services in accordance with Chapter 63-1598, Laws of Florida, as amended by Chapter 2015-187, Laws of Florida, and Chapter 2-31 of the Manatee County Code; and

WHEREAS, Section 2-31-209 of the Manatee County Code establishes the retail facility investment fees (FIFs) required for connections to the County's water and wastewater systems; and

WHEREAS, Resolution No. R-17-003 establishes the connection and line extension charges required for connections to the County's water and wastewater systems in accordance with Chapter 2-31 of the Manatee County Code; and

WHEREAS, Owner is the owner of real property, located at, 3711 19th Street East, Bradenton, Florida 34208 identified as Parcel ID No.1589800000 and described as (hereinafter "Subject Property"); and LOT 243 PINECREST PI#15898.0000/0

WHEREAS, the Subject Property has been assessed applicable fees and charges in accordance with Chapter 63-1598, Laws of Florida, as amended by Chapter 2015-187, Laws of Florida, and Chapter 2-31 of the Manatee County Code for a connection to the County's water system; and

WHEREAS, Owner and the County desire to enter into an agreement whereby the Owner shall pay the applicable fees and charges to the County according to a payment plan as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises made by the parties hereto, the Owner and the County (individually, each a "Party" and collectively, the "Parties") agree as follows:

1. ACKNOWLEDGMENTS. Owner agrees and

acknowledges that Owner has a legal or equitable interest in the Subject Property. Owner further agrees and acknowledges that Owner owes the County the amounts set forth in Paragraph 2. Owner acknowledges that this Agreement shall be recorded in the Official Records of Manatee County, Florida, and that Owner shall be responsible for the recording fees pursuant to Resolution No. R-17-003.

2. PAYMENT PLAN. The Parties hereby agree that Owner shall pay the following fees and charges, in monthly installments, over a period not to exceed ten (10) years, plus interest at the annual rate of 7.75%, which is the prime rate of interest in effect as of January 1, 2020, plus 3% (hereinafter the "Payment Plan"):

<u>FEE OR CHARGE</u>	<u>FINANCING PERIOD</u>	<u>AMOUNT OF FEE OR CHARGE (INCLUDING INTEREST)</u>	<u>MONTHLY PAYMENT</u>	<u>TOTAL FINANCE CHARGE</u>
WATER FIF	10 YRS	\$1,738.00	\$20.86	\$764.77
SEWER FIF	10 YRS	N/A	N/A	N/A
WATER CONNECTION FEE	10 YRS	\$675.00	\$8.10	\$297.12
SEWER CONNECTION FEE	10 YRS	N/A	N/A	N/A
WATER LINE EXTENSION CHARGE	10 YRS	\$750.00	\$9.00	330.11
SEWER LINE EXTENSION CHARGE	10 YRS	N/A	N/A	N/A
<u>TOTAL MAXIMUM MONTHLY PAYMENT</u>			<u>\$37.96</u>	

3. CONTINUATION OF SERVICE AND LIEN ON SUBJECT PROPERTY. The County hereby agrees not to discontinue potable water service at the Subject Property for nonpayment of fees and charges, as long as Owner remains current with payments under the Payment Plan and any and all future fees and charges for water, wastewater and solid waste, if any. The amounts owed to the County shall remain a lien on the Subject Property in accordance with Chapter 63-1598, Laws of Florida, as amended by Chapter 2015-187, Laws of Florida, until the full amount owed is paid in full. Upon payment in full, the County shall release the lien on the Subject Property.

Nothing in this Agreement is meant to release Owner from its obligation to pay the amounts owed according to the Payment Plan herein or limit the rights of the County in collecting amounts owed.

4. ACCELERATION UPON TRANSFER OF

OWNERSHIP. Prior to transferring ownership of the Subject Property, Owner shall pay the full amount then owed.

5. **NO PENALTY FOR PRE-PAYMENT.** Owner may accelerate the payments otherwise due in accordance with the Payment Plan at any time without penalty.

6. **OWNER'S RESPONSIBILITY FOR UTILITY BILLS.** Owner agrees that all utility bills for the Subject Property shall be maintained in Owner's name until the amount owed has been in paid in full and the lien on the Subject Property has been released.

7. **DEFAULT.** In the event that Owner fails to make a payment in accordance with the Payment Plan within twenty-one (21) days of the billing date on Owner's monthly utility bill, the full amount owed shall come immediately due and payable.

In such an event, the County retains its right to discontinue potable water service to the Subject Property for nonpayment of fees and charges, and to recover the full amount owed, plus attorneys' fees and costs, in a civil action. The outstanding debt shall remain a lien on the Subject Property pursuant to Chapter 63-1598, Laws of Florida, as amended by Chapter 2015-187, Laws of Florida.

8. **ASSIGNMENT.** No Party may assign any of its rights or delegate any of its obligations under this Agreement, without the prior written consent of the other Party. Any attempted assignment in violation of this provision is void.

9. **NO MODIFICATION UNLESS IN WRITING.** No modification of this Agreement shall be valid unless in writing and agreed upon by both Parties.

10. **NOTICES.** All notices required to be given by either Party under this Agreement shall be in writing, addressed to the other Party as follows, and delivered by U.S. mail or by hand delivery:

- A. **COUNTY:** Financial Services Manager
Utilities Department
Manatee County
4410 66th Street West
Bradenton, Florida 34210
- B. **OWNER:** Kenneth L. Puffenburger Sr.
3711 19th Street East
Bradenton, FL 34208

11. APPLICABLE LAW. This Agreement and the interpretation of its terms shall be governed by and construed in accordance with the laws of the State of Florida and subject to the exclusive jurisdiction of the state courts located in Manatee County, Florida.

12. SEVERABILITY. In the event any provision of this Agreement is held to be invalid, illegal, or unenforceable for any reason, then the Parties agree that such provision shall be deemed to be struck and the remainder of the Agreement shall be enforced as if the struck provision were never included in the Agreement.

IN WITNESS WHEREOF, each of the Parties has executed this Agreement as of the date set forth below.

OWNER

Kenneth L Puffenburger Sr.
Kenneth L Puffenburger Sr.

DATE 4-24-20

STATE OF FLORIDA
COUNTY OF MANATEE

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 24th day of APRIL, 2020, by Kenneth Puffenburger Sr.

Notary Public

Sara E Johnson

(Print, type or

stamp commissioned name

of notary and expiration date)



Personally Known

Produced Identification

Type of identification produced:

**MANATEE COUNTY, a political subdivision of the State of
Florida**

By: its Board of County Commissioners

By:

_____ **Chairperson**

_____ **Date**

**ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER**

By: _____
Deputy Clerk