

This instrument prepared by:
Amie McClellan
Customer Service Representative
4410 66th Street, W.
Bradenton, Florida 34210
Parcel ID Number: 752300059

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

AGREEMENT FOR TIME PAYMENT

This Agreement is entered into by and between, David Lee Beach (hereinafter “Owner” or “Owners”) 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 4030 35th Ave E Palmetto, FL 34221, identified as Parcel ID No. 752300059 and described COM AT THE NW COR OF LOT 6, BLK 31, ONAHOM FARMS, RUN TH W 80 FT TO THE POB, CONT TH W 100 FT, TH S 100 FT, TH E 100 FT, TH N 100 FT TO THE POB (1440/4447); TOGETHER WITH THE FOLLOWING DESC PARCEL: BEG AT NW COR OF LOT 6, BLK 31, ONAHOM FARMS, TH W 180 FT TO THE POB; TH W 100 FT; TH S 100 FT; TH E 100 FT; TH N 100 FT TO THE POB AS DESC IN ORB 473 P 654 PRMCF P-14-5. PI#7523.0005/9

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</u>	<u>MONTHLY PAYMENT (INCLUDING INTEREST)</u>	<u>TOTAL FINANCE CHARGE</u>
WATER FIF	10 YRS	\$1738.00	\$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: | David Lee Beach
4030 35 th Avenue East
Palmetto, Florida 34221-6344 |

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.

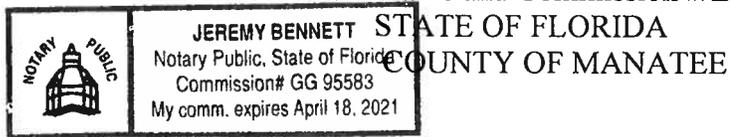
IN WITNESS WHEREOF, each of the Parties has executed this Agreement as of the date set forth below.

OWNER

[Signature] 24 Sep 2020
David Lee Beach DATE

The foregoing Agreement was acknowledged before me this 24 day of September, 2020, by David Lee Beach who is personally known to me or who has produced the following identification _____.

[Signature] Jeremy Bennett 6695583 April 18 2021
Notary Public Printed Name and Commission #/Exp. (Stamp/Seal)



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