

CONNECTION FEE INSTALLMENT LIEN AGREEMENT

(“CFIL AGREEMENT”)

THIS AGREEMENT entered into this ____ day of _____, 2021, made and entered into by and between the Citrus County Board of County Commissioners the governing body of the CITRUS COUNTY MUNICIPAL SERVICE BENEFIT UNIT FOR WATER AND WASTEWATER UTILITY SERVICES, hereinafter called SERVICE UNIT and Johnell Alexander whose mailing address is 3440 E Poet Ln, Hernando, FL 34442 hereinafter referred to as PROPERTY OWNER.

WITNESSETH

WHEREAS, PROPERTY OWNER is required by either state law or county ordinance to connect to the SERVICE UNIT'S utility system and in doing so is required to pay either or all of the following fees (water connection fee, wastewater connection fee, installation fee, inspection fee, lateral fee) collectively referred to as “connection charges,” and

WHEREAS, the cost of paying all of said fees at one time would create a financial burden to the PROPERTY OWNER and the PROPERTY OWNER is desirous of paying the connection charges on an installment basis;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. PROPERTY OWNER does hereby agree to pay on an installment basis connection charges in the amount of \$1830.00 which shall be paid monthly in equal amounts amortized over ten (10) years (120 months) together with interest on the unpaid balance at the current rate of 6% per annum until the entire amount has been paid in full.

2. In order to secure the principal amount of connection charges referenced in paragraph 1 above, the PROPERTY OWNER agrees that this contract shall constitute a lien upon the lands benefited which are being provided utility services by the SERVICE UNIT. Said lands are more particularly described in Exhibit "A" attached hereto and made a part hereof by reference.

3. The SERVICE UNIT agrees that it shall amortize the connection charge in accordance with the amortization schedule described in paragraph 1 above and said monthly installment shall be billed to the PROPERTY OWNER monthly and separately from the monthly service charges for water consumption and sewer service.

4. The parties agree that should PROPERTY OWNER fail to pay the monthly connection charge as required by the terms of this Agreement, the SERVICE UNIT shall have the right to discontinue utility service to the property in question until such time as the connection charge has been paid currently. The SERVICE UNIT will not reestablish service to the property until all past due amounts are paid. When the PROPERTY OWNER has paid the past due charges, the PROPERTY OWNER shall be allowed to remain on the connection charge installment formula established in paragraph 1 for the balance of the principal sum owed under this Agreement.

5. This Agreement may not be assigned by PROPERTY OWNER without the consent of the SERVICE UNIT which consent shall not be unreasonably withheld. This Agreement encompasses the entire agreement of the parties and may not be modified unless placed into written form and executed by both the SERVICE UNIT and the PROPERTY OWNER.

6. In the event of litigation with respect to enforcing the terms of this Agreement, the venue and court of jurisdiction shall be the Circuit Court of the Fifth Judicial Circuit in and for Citrus County, Florida.

IN WITNESS WHEREOF the parties have hereunto executed this Agreement the date and year first above written.

ATTEST:

SERVICE UNIT:

CITRUS COUNTY MUNICIPAL SERVICE
BENEFIT UNIT FOR WATER AND
WASTEWATER UTILITY SERVICES

110 N Apopka Avenue
Inverness, FL 34450

CLERK OF COURT: Angela Vick

BY: _____
CHAIRPERSON: Scott Carnahan
Board of County Commissioners
Of Citrus County Florida

Barbara S. Baird
WITNESS Barbara S. Baird
Amy S. Emminger
WITNESS Amy S. Emminger

PROPERTY OWNER:

BY: Johnell Alexander
Signature: Johann Alexander

STATE OF FLORIDA)
COUNTY OF CITRUS)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Johnell Alexander who is personally known to me or who has produced a Florida's driver's license as identification.

WITNESS my hand and official seal this 6 day of January, 2021.

This instrument was prepared by
Bernadine Flood-Nichols
3600 W Sovereign Path
Lecanto, FL 34461

Amy S. Emminger
Notary Public - State of Florida

Printed Name:
Commission No.
Exp. Date:

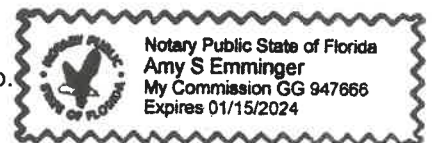


Exhibit "A"

Name: Johnell Alexander

Legal Description: TOWNSITE OF HERNANDO PB 1 PG 16 LOT 170

Service Address: 3440 E Poet Ln, Hernando, FL 34442

Mailing Address: 3440 E Poet Ln, Hernando, FL 34442