

10-Year Financing

MANDATORY WASTEWATER CONNECTION
FINANCING AGREEMENT

THIS AGREEMENT made and entered this ____ day of _____, 2010 by and between Wakulla County, a Florida charter county and political subdivision of the State of Florida (the "County"), and _____ (Property Owner), whose address is _____ (Address of Property Owner), hereinafter referred to as "Owner".

W I T N E S S E T H

WHEREAS, the County owns operates and manages a wastewater utility system within various areas of the County; and

WHEREAS, on or about April 21, 2009 the Board of County Commissioners of Wakulla County adopted Ordinance No. 2009-09 containing certain policies and procedures to enforce mandatory wastewater connections in accordance with Section 381.00655, Florida Statutes; and

WHEREAS, as a part of these mandatory connection policies and procedures, the County allowed for certain financing options for certain affected property owners to help alleviate the financial burden associated with connection to the County's wastewater system; and

WHEREAS, in accordance with Sec. 4-9 of Ordinance No. 2009-09, the Owner has made a proper showing of hardship by demonstrating to the County that he or she does not exceed the current income limits for Low Income, as adjusted for family size, that are published by the United States Department of Housing and Urban Development and distributed by the Florida Housing Finance Corporation; and

WHEREAS, on or about January 11, 2010, the County sent the statutorily required notice informing all affected property owners that the County's central wastewater system is available and that connection is required within 365 days; and

WHEREAS, Owner currently utilizes a septic system and has been notified that the County's central wastewater system is available and that Owner's property must be connected within 365 days of the above referenced notification; and

WHEREAS, Owner desires to connect to the County's central wastewater system and has elected to finance the costs of connection as a monthly special assessment on the County's utility bill.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein, the parties hereto agree as follows:

1. RECORD OWNER. Owner represents that he or she is vested with fee simple title of record to the Property with tax parcel identification number _____, which is the subject of this Agreement. Owner represents and warrants that Owner has full authority to enter into and sign this Agreement.

2. CONNECTION AND CONNECTION COSTS.

(A) Owner agrees to undertake the decommissioning of Owner's septic system and convert to sewer for connection to the County's central wastewater system. The decommissioning and conversion will be in accordance with applicable Wakulla County and State of Florida regulations.

(B) Owner will contract with a licensed septic tank contractor for the decommissioning of Owner's septic system and will connect the Property to the County's central wastewater system no later than January 11, 2011. Owner is also responsible for payment of applicable County Connection Costs, as provided below, and shall pay for monthly sewer service pursuant to the County's duly adopted rates.

(C) The estimated Connection Costs for the Property are \$_____, and are outlined in Attachment A of this Agreement. The Connection Costs are to compensate the County for connection of the Property to central wastewater services.

3. MONTHLY UTILITY SPECIAL ASSESSMENT.

(A) The Owner has made a proper showing of hardship by demonstrating to the County that he or she does not exceed the current income limits for Low Income, as adjusted for family size, that are published by the United States Department of Housing and Urban Development and the County has determined that this satisfies the requirement in Sec. 4-9 of Ordinance No. 2009-09 for demonstrating a hardship.

(B) The Owner hereby requests and the County agrees to finance the estimated Connection Costs and collect the Connection Costs, plus all costs related to the administration and collection of the assessment program, if any, as a utility special

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assessment. The costs related to the administration and collection of the utility special assessment, include, but are not limited to: (1) interest accruing at the same percent simple interest per annum that the County is paying on its SRF loan; (2) costs related to the implementation and administration of the special assessment program; and (3) all other costs and expenses that are reasonably related to the assessment program (collectively the "Program Costs").

(C) The utility assessment shall be collected as a charge on the County's monthly utility bill in 120 monthly installments, until the total Connection Costs and Assessment Program Costs have been repaid to the County in full. The Owner shall maintain an active utility account at all times until the Program Costs loan is paid in full. The estimated monthly amount of the utility special assessment to be included in the Owner's monthly utility bill shall be **[\$Insert monthly amount]** for the period of **[INSERT #OF MONTHS]** months and shall be subject to the County's standard utility collection procedures. Each payment shall first be applied to interest and the balance to the principal. Any unpaid balance may be paid at anytime, in part or in full, without penalty.

(D) The Property will be specially benefited by the provision of central wastewater service by the County. The provision of central wastewater collection and treatment services will enhance the utilization and enjoyment of the Property by providing: (1) access to central wastewater collection and treatment facilities to the owners and occupants of property for the proper, safe, and cost effective treatment and disposal of wastewater generated on such property, which improves the utilization, marketability and development potential of said properties; (2) better, consistent and environmentally compliant service to owners and occupants; (3) the enhancement of environmentally responsible use and enjoyment of property, and (4) the protection of property values and the health and safety of the owners and occupants of property.

(E) The special benefits to be provided to the Property by the provision of central wastewater services bear a logical relationship to the methods used to calculate and apportion the Connection Costs. The utility special assessment program provides an equitable method of funding the Connection Costs, which costs are fair and reasonable and in proportion to the special benefits received by the Property.

(F) The monthly installment of the utility special assessment is an integral component of the utility service provided to the Owner's Property by the County and no utility customer shall have the right to pay a portion of the utility bill for monthly service charges without also paying an equivalent portion of the monthly installment due for the special assessment. While the special assessment shall not be considered a part of the County's utility service charges, the utility bill in its entirety including the special assessment shall be considered a single bill for the purpose of payment and the general provision of utility service and the installation and provision of central wastewater

services, and the special assessment to fund the Connection Costs shall be considered interlocking utility services.

(G) In the event of non-payment of the special assessment, the County shall have the right to foreclose and collect all delinquent special assessments in the manner provided by law for the foreclosure of mortgages on real property or appoint or retain an agent to institute such foreclosure and collection proceedings. All costs, fees and expenses, including reasonable attorney fees and title search expenses, related to any foreclosure action as described herein shall be included in any judgment or decree rendered therein. At the sale pursuant to decree in any such action, the County may be the purchaser to the same extent as any Person. The County or its agent may join in one foreclosure action the collection of special assessments against any or all property assessed in accordance with the provisions hereof. All delinquent Owners whose property is foreclosed shall be liable for an apportioned amount of reasonable costs and expenses incurred by the County and its agents, including reasonable attorney fees, in collection of such delinquent special assessments and any other costs incurred by the County as a result of such delinquent special assessments and the same shall be collectible as a part of or in addition to, the costs of the action.

(H) In lieu of foreclosure, any delinquent special assessment and the costs, fees and expenses attributable thereto, may be collected pursuant to the procedures provided in Section 197.3632, Florida Statutes.

(I) The parties agree that the utility special assessment provides a special benefit to the Property and is an assessment for improvements to the Property as contemplated in Article X, Section 4, Florida Constitution.

4. LIEN. Upon the execution of this Agreement, the County will record a lien against the Property in the amount of \$_____ for the full estimated amount of the Connection Costs, as provided in Section 2 hereof. Said lien shall be equal in rank and dignity with the liens of all state, county, district, or municipal taxes and special assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other prior liens, mortgages, titles, and claims, until paid.

5. LOAN ACCELERATION.

(A) If at any time Owner transfers the Property in total to any other party, the entire outstanding amount for the Connection Costs, plus interest, shall be due to the County at the time the Property is transferred.

(B) If at any time the Owner fails to maintain an active utility account, the entire outstanding amount for the Connection Costs, plus interest, shall be due to the County.

6. ENTIRE AGREEMENT.

(A) This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are no warranties, representations or other agreements between the parties in connection with the subject matter hereof, except as specifically set forth herein.

(B) No amendment, supplement, modification or waiver of this Agreement shall be binding unless executed in writing by both parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision of this Agreement, whether or not similar, unless otherwise expressly provided.

7. BINDING EFFECT. This Agreement shall be binding upon the County, Owner and the Owner's successors in interest to the Property.

8. CONSTRUCTION.

(A) This Agreement shall not be construed against any party on the basis of it being the drafter of the Agreement.

(B) Capitalized terms contained herein shall have no more force nor effect than uncapitalized terms.

(C) Captions and section headings in this Agreement are provided for convenience only and shall not be deemed to explain, modify, amplify or aid in the interpretation, construction or meaning of this Agreement.

(D) There are no third party beneficiaries to this Agreement. This Agreement is entered into exclusively for the benefit of the parties herein.

(E) It is understood by the parties that this Agreement is a unified Agreement and if any provision hereof or application thereof to any person shall be held invalid or unenforceable, such holding shall invalidate and render unenforceable all other provisions hereof.

9. APPLICABLE LAW. This Agreement shall be governed by and construed in accordance with the laws of the State.

10. JURISDICTION AND VENUE. The parties to this Agreement expressly consent to the jurisdiction of and agree to suit in any court of general jurisdiction in the State, whether state, local or federal, and further agrees that venue shall lie in Wakulla County, Florida.

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

WAKULLA COUNTY, FLORIDA

By: _____
Benjamin H. Pingree,
County Administrator

ATTEST:

Brent X. Thurmond, Clerk

APPROVED BY COUNTY ATTORNEY:

Heather J. Encinosa

PROPERTY OWNER:

By: _____

Print Name: _____

WITNESSES:

Print Name: _____

Print Name: _____

**STATE OF FLORIDA
COUNTY OF WAKULLA**

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The foregoing instrument was acknowledged before me this ____ day of _____, 2010, by _____ He/she is personally known to me or has produced _____ as identification.

Notary Public
My Commission Expires: _____