

AGREEMENT TO AMEND SEWER SERVICE AGREEMENT

This AGREEMENT made this _____ day of _____, _____ by and between the CITY OF TITUSVILLE, FLORIDA a municipal corporation, party of the first part, and hereinafter called CITY and the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida, party of the second part, hereinafter called OWNER.

WITNESSETH

WHEREAS, the parties hereto have previously entered into a Sewer Service Agreement, (“Agreement”) on August 16, 1994, under Contract # 6101-0-94-017, wherein the City agreed to furnish or have available 14,200 gallons of sewer service per day to the County for the benefit of the Property as described in Exhibit A; and,

WHEREAS, the County installed sewer lines with excessive capacity in able to serve potential third party customers with the understanding that such third party users would reimburse the County an equitable portion of the cost of extending the sewer line with excess capacity; and

WHEREAS, the parties hereto have previously amended the agreement on August 8th, 1995, to modify the Manatee Hammock Rate Calculation for Equivalent Residential Connection; and

WHEREAS, the Agreement was for a term of thirty (30) years and is set to expire on August 16, 2024; and

WHEREAS, the parties desire to continue to provide sewer service to the OWNER and agree to amend the Agreement to clarify that the reimbursement obligations contained in the Agreement will terminate thirty (30) years from the effective date of the Agreement, however the remainder of the Agreement shall continue in effect.

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

1. The recitals above are true and correct and are incorporated herein as if fully set forth below.
2. That paragraph 3 of the Sewer Service Agreement dated August 16, 1994, as previously amended, shall be further amended to read as follows:

“ 3. That this Agreement shall become effective upon execution by both parties. The reimbursement obligations set forth in paragraph 11 shall remain in effect for thirty (30) years from the date of execution of the Agreement. Date of execution is defined as that date which the last party executes the Agreement.”

3. That this amendment shall be recorded among the Public Records of Brevard County, Florida, and the costs of recording shall be paid by the OWNER.
4. All terms and conditions of the Agreement, as previously amended, shall remain in full force and effect and apply to this Amendment, except as specifically modified by the terms set forth herein.

(remainder of page left intentionally blank)

IN WITNESS WHEREOF, the parties have thereunto set their hands and seals the day and year first above written.

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization, this ___ day of _____, 20___, by _____, who is/are personally known to me or who has/have produced _____ as identification and who did/did not take an oath.

Notary Public (type or stamp name)
My commission expires:

WITNESS my hand and Notaries Seal

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

ATTEST:

Rachel Sadoff, Clerk

By: _____
Jason Steele, Chair

Date: _____

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization, this ___ day of _____, 20___, by _____, who is/are personally known to me or who has/have produced _____ as identification and who did/did not take an oath.

Notary Public (type or stamp name)
My commission expires:

WITNESS my hand and Notaries Seal

CITY OF TITUSVILLE

By: _____
Daniel E. Diesel, Mayor

ATTEST:

Wanda F. Wells, City Clerk

Date: _____