

## SEWER SERVICE AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the CITY OF TITUSVILLE, FLORIDA a municipal corporation, party of the first part, hereinafter called CITY, and Brevard County, Florida, a political subdivision of the State of Florida \_\_\_\_\_, party of the second part, hereinafter called OWNER.

WHEREAS, the City Manager of the City of Titusville, in their sole and absolute discretion, by contract, may provide service to an out-of-city property owner where they finds: (1) that the property cannot be annexed into the city limits of the City of Titusville; (2) that the demand for sewer service shall not deplete or substantially impair the water and sewer needs of the City residents; and (3) further finds and determines that it is in the best interest of the City to provide said utility services. The City may establish such conditions as it deems appropriate as a part of the contract.

### W I T N E S S E T H

1. The CITY agrees to furnish sewer service to the OWNER; the subject property of the OWNER, which is located outside the City limits, and whose legal description and address is as follows:

2280 Columbia Boulevard, Titusville, FL 32780

And whose location is as shown in the attached survey with sketch and legal description labeled as **Exhibit "A"**.

The CITY agrees to accept for treatment 300 gallons per day of sewage at its plant. The OWNER shall not exceed this allocation without the consent of the CITY. The above allocation is subject to the City's concurrency management system.

2. This agreement shall become effective upon execution by both parties and shall remain in effect for such time the OWNER requires sewer service. If the property of the owner is currently contiguous, the City shall process the annexation at the next available application opportunity as set forth in the *Land Development Regulations* of the City. The City reserves the right to delay said annexation until it finds that the area constitutes a logical service area.

If the property is not contiguous, at such time as the property of the OWNER becomes contiguous with the boundaries of the CITY, the OWNER by agreement herein consents to the annexation of said property by and to the CITY. The City reserves the right to delay said annexation until it finds that the area constitutes a logical service area. In the event that all of the property of the OWNER described above is annexed to the CITY, the charges for water and sewer service shall be the same as charged to like consumers within the CITY.

The agreement hereby constitutes a petition for annexation at such time as the property becomes contiguous.

The Owner agrees that at the time the City makes a determination that the property meets the statutory requirements for voluntary annexation under the provisions of Section 171.044, Florida Statutes, and upon the request of the City, the owner shall, within thirty (30) days of receipt of such written request by the City, execute all documents required by the City, and all

documentation required by Florida law, necessary for the voluntary annexation of the property. Following the Owner's compliance with the foregoing, the City shall have the right, but not the obligation, to process this petition for voluntary annexation without further action and/or request of the Owner.

3. The OWNER agrees to pay all costs of constructing and extending sewer utility lines to the property of the OWNER.

4. The CITY shall make a preliminary estimate of the actual cost of extending sewer service to the property of the OWNER, and the OWNER shall be presented a copy of said estimate, and no work order shall be issued for extending the sewer service until the amount as set out in the estimate is paid by the OWNER to the CITY.

5. The OWNER shall pay the applicable meter costs, deposits, tap-on fees and other charges as required by the *Code of Ordinances* of the City of Titusville prior to sewer service being furnished.

6. The CITY shall keep the sewer service system in good operating condition at the CITY's expense, and the quantity and quality of sewer service will be on a par with that of the total approved CITY system.

7. The CITY agrees to furnish sewer service to the OWNER at the rates applicable or established for users located outside the City limits of Titusville, Florida, and as stated in the CITY's sewer ordinance and any amendments thereto.

8. All bills for sewer service are due and payable upon receipt and service may be terminated as provided for in the *Code of Ordinances*.

9. The OWNER shall furnish to the CITY, without charge, rights-of-way and easements over and above the property described above, if necessary, for sewer line installations on said property, and the CITY shall have access to all meters and other facilities on the OWNER's property for the purpose of inspection, maintenance, and repairs.

10. The ownership and title to the sewer pipelines laid hereunder, up to the point of metering, shall be and remain at all times in the CITY. The party of the first part may tie in such other customers, as it may desire within the easements described in paragraph 9 above. The OWNER agrees to comply with all existing CITY ordinances, rules and regulations relating to the CITY's water works and sewer systems, and all future ordinances, rules and regulations of the CITY of general application to the water works and sewer systems.

11. The OWNER agrees and consents that this instrument shall be recorded in the Public Records of Brevard County, Florida. All costs of recording shall be paid by the OWNER.

12. Both parties agree to sign all papers necessary to carry out the foregoing Agreement.

13. In the event the property is sold or subdivided by the OWNER, the future owner and anyone claiming an interest in the property shall be bound by this agreement and shall comply

with the provision for annexation.

This instrument shall be binding upon the heirs, personal representatives, successors and assigns of the respective parties.

IN WITNESS WHEREOF, the parties hereunto set their hands and seal the day and year first above written.

OWNER 1:

\_\_\_\_\_  
(Owner #1, Signature)

\_\_\_\_\_, Fire Chief

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Owner #1, Mailing Address

WITNESSES (2 Per Owner signature):

\_\_\_\_\_  
(Witness #1, Signature)

\_\_\_\_\_  
Witness #1, Print Name

\_\_\_\_\_  
Witness #1, Mailing Address

\_\_\_\_\_  
(Witness #2, Signature)

\_\_\_\_\_  
Witness #2, Print Name

\_\_\_\_\_  
Witness #2, Mailing Address

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

OWNER 2:

\_\_\_\_\_  
(Owner #2, Signature)

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Owner #2, Mailing Address

WITNESSES (2 Per Owner signature):

\_\_\_\_\_  
(Witness #1, Signature)

\_\_\_\_\_  
Witness #1, Print Name

\_\_\_\_\_  
Witness #1, Mailing Address

\_\_\_\_\_  
(Witness #2, Signature)

\_\_\_\_\_  
Witness #2, Print Name

\_\_\_\_\_  
Witness #2, Mailing Address

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: \_\_\_\_\_  
Tom Abbate, Interim City Manager

ATTEST:

\_\_\_\_\_  
Wanda F. Wells, City Clerk

Date: \_\_\_\_\_