

Irrevocable Inspection License

This Irrevocable Inspection License is granted on _____, by and between _____, of _____, Florida ("licensor") and Brevard County, licensee, a political subdivision of the State of Florida ("County").

WHEREAS, Licensor is the owner of certain land situated in Brevard County, Florida, more particularly described _____, ("property"); and

WHEREAS, County is the owner and operator of the utility that provides sanitary sewer service to the property; and

WHEREAS, Licensor desires to receive sewer service from County; and

WHEREAS, County normally requires connecting properties to dedicate the ownership of major sanitary sewer infrastructure (gravity mains eight inches in diameter and greater, manholes 4-feet in diameter and greater and all pumping stations) to the County to insure property maintenance; and

WHEREAS, The Licensor has requested to retain private ownership and maintenance responsibilities.

Now, therefore, the parties agree as follows:

- 1) License. For value received, Licensor grants to County an Irrevocable License for the employees of the County to enter the property, without prior notice, to inspect the sewer system to assure that the Licensor is properly maintaining the sewer system.
- 2) Term. The term of this license is perpetual and will run with the land. This Irrevocable License shall be recorded in the Public Records of Brevard County, Florida.
- 3) Assignment by County. This Irrevocable License shall remain in force to the heirs and assignees of the County.
- 4) Termination. This License is irrevocable and Licensor may not terminate this agreement and the rights under it without the express written consent of County.
- 5) Licensor's responsibility to properly maintain sewer system. Licensor retains, reserves, and will continue to enjoy the right to use the property for any and all other purposes permitted by law. In consideration of the County's authorization for Licensor to retain ownership of and maintenance responsibilities for the sanitary sewer infrastructure, Licensor agrees to limit the discharges to the sewer system to those identified in the application for sewer service (dated, application #?) and to properly maintain the sewer system so as to preclude the intentional or unintentional inflow or infiltration of storm water, rainwater, groundwater or other unpermitted water sources.
- 6) Remedies. Should Licensor refuse to allow the County access for the sewer system inspection, the County shall have the right to discontinue sewer service. Should the inspection reveal that the Licensor has violated the provisions of paragraph 5, the County retains the right to enforce all remedies contained in the Brevard County Code, including discontinuation of sewer service.
- 7) Amendment. This agreement may be modified or amended in whole or in part only by a written instrument executed by both Licensor and the County.
- 8) Attorneys' Fees and Costs. In the event of any litigation arising out of or with respect to this agreement, each party shall be responsible for their own attorney's fees and expenses including, but not limited to, reasonable attorneys' fees, expert witness fees and all other costs, including all such costs with respect to any appellate proceedings or any proceedings in bankruptcy.
- 9) Recording. This agreement will be recorded in the public records of Brevard County, Florida.
- 10) This License shall be subject to all applicable present and future laws, rules or regulations enacted by governmental entities with jurisdiction.

IN WITNESS WHEREOF, the Licensor hereby grants this Irrevocable Inspection License to Brevard County.

WITNESSES: _____	SIGNATURE	OF	LICENSOR

	By:		
Print Name _____	Print		Name

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, a Principal in the firm of _____, a Florida corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

(SEAL)

NOTARY PUBLIC

Typed, Printed, or Stamped Name