

**SECOND AMENDMENT TO WATER, WASTEWATER AND RECLAIMED WATER
FRANCHISE AGREEMENT
BETWEEN
THE CITY OF FELLSMERE, FLORIDA
AND
INDIAN RIVER COUNTY, FLORIDA**

THIS SECOND AMENDMENT TO WATER, WASTEWATER AND RECLAIMED WATER FRANCHISE AGREEMENT (hereinafter "Amendment") is entered into as of the _____ day of _____, 2026, (hereinafter "Effective Date") by and between the City of Fellsmere, Florida (hereinafter "FELLSMERE") and Indian River County, Florida (hereinafter "COUNTY").

WHEREAS, on December 4, 2018, FELLSMERE and COUNTY entered into a Water, Wastewater, and Reclaimed Water Franchise Agreement (the "Agreement"), which allowed COUNTY to provide water, wastewater and reclaimed water utility services within those portions of the corporate limits of FELLSMERE in which it is more beneficial for the COUNTY to serve;

WHEREAS, on March 26, 2019 FELLSMERE and COUNTY entered into the First Amendment to the Agreement;

WHEREAS, FELLSMERE and COUNTY wish to expand the Service Area set forth in the Agreement to include the property described in the attached Exhibit "A";

NOW, THEREFORE, in consideration of the foregoing and the mutual benefits to be derived from compliance by the parties with the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

Section 1. Adoption of "Whereas" Clauses. The foregoing "Whereas" clauses are adopted and incorporated herein.

Section 2. Franchise Service Area Boundary Change. Pursuant to section 9 of the Agreement, the Service Area is expanded to include the property described in the attached Exhibit "A".

Section 3. Other Agreement Provisions. All other provisions of the Agreement shall remain in full force and effect.

Section 4. Effective Date. This Amendment shall be effective when the property described in Exhibit "A" is connected to water and sewer.

IN WITNESS THEREOF, the parties have set their hands and seals the date entered below.

ATTEST:

Maria Suarez-Sanchez
City Clerk

(SEAL)

Reviewed as to form and legal sufficiency:

Warren W. Dill
City Attorney

**BOARD OF COUNTY COMMISSIONERS OF
INDIAN RIVER COUNTY, FLORIDA**

By: _____
Joseph E. Flescher, Chairman

Date: _____

Approved by BCC: _____

ATTEST:

Ryan Butler, Clerk of Circuit Court and
Comptroller

By: _____
Deputy Clerk

APPROVED BY:

John A. Titkanich, Jr. County Administrator

**APPROVED AS TO FORM AND LEGAL
SUFFICIENCY**

Christopher Hicks, Assistant County Attorney

CITY OF FELLSMERE

By: _____
Jessica Salgado
Mayor

Date: _____