



September 6, 2017

East & West Spring Lake Wastewater Expansion Project

Dear Property Owner:

The Utilities Department has been connecting homes in your neighborhood to the County's sewer system, and your property is in the next phase of these on-lot connections. However, if you've already returned the temporary easement agreement with your signature, or have already been connected to the sewer system, please disregard this letter.

Utilities Department construction crews, or its approved contractor, will disconnect your current system, properly abandon your septic tank and connect your home to the sewer system installed during the construction phase of the project.

Please be advised that the cost for this connection to sewer is included in your MSBU assessment fee, but only if the connection is performed by Charlotte County or by a plumbing contractor hired by Charlotte County.

Enclosed is the agreement which will authorize the Utilities Department to make the connection to your home. Please fill out, sign and mail the agreement at your earliest convenience to Jeanie Wnoroski, Engineering Services Coordinator, Charlotte County Utilities, 25550 Harbor View Rd., Suite 1, Port Charlotte, FL 33980.

Please call us at 941.883.6160 if you'd like to schedule an onsite visit at your property. The visit will allow us to map out the location of your existing septic tank and the new sewer connection and address any other questions you may have regarding this on-lot sewer connection. Visit www.springlakesproject.com for project updates and supporting documentation.

We will work hard to keep you apprised of the progress and when we may begin work in your immediate area. We thank you in advance for your patience while we are in your neighborhood and look forward to serving you.

Sincerely,

Bruce R. Bullert, PE
Engineering Services Manager

A handwritten signature in cursive script that reads "Bruce R. Bullert".

Attachment

UTILITIES

Administration | Business Services
Engineering Services | Operations
25550 Harbor View Road, Suite 1 | Port Charlotte, FL 33980-2503
Phone: 941.764.4300 | Fax: 941.764.4319

**AGREEMENT FOR INSTALLATION OF CUSTOMER SEWER SERVICE LINE
AND TEMPORARY CONSTRUCTION EASEMENT**

THIS AGREEMENT is made and entered into this ____ day of _____, 20____, by and between _____, whose address is _____ (hereinafter "OWNER") and CHARLOTTE COUNTY, (hereinafter "COUNTY").

WHEREAS, OWNER owns certain real property, more fully described in Exhibit "A," attached hereto and incorporated herein by reference, that is located in the East West Spring Lake Sewer Expansion area and is required to connect to sewer once the line is available; and

WHEREAS, OWNER understands that OWNER has the right to have the customer sewer service line installed on OWNER's property by a properly licensed contractor of OWNER'S choosing and at OWNER's sole expense, but OWNER has voluntarily elected to have COUNTY install the customer sewer service line on OWNER's property and is willing to voluntarily grant COUNTY a temporary construction easement to perform such work.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, whose receipt and adequacy are hereby acknowledged, the parties agree as follows:

1. OWNER acknowledges and agrees that connecting sewer to OWNER's property will require the installation of piping and equipment on OWNER's property. COUNTY shall perform said installation at no additional cost to OWNER, subject to the terms and conditions of this Agreement.
2. OWNER hereby grants a temporary construction easement to COUNTY, its agents and employees, to enter OWNER's property in order to construct a new sewer service connection, including the abandonment of any existing septic tank(s). OWNER hereby authorizes COUNTY to obtain any required permits. COUNTY shall provide a one (1) year warranty for materials and workmanship for the installation.
3. Upon completion of installation of the customer sewer service line and related work on OWNER's property, COUNTY agrees to restore all disturbed areas, plants, shrubs, fences and grass to the condition they were at the time the work authorized hereunder began.
4. After installation of the customer sewer service line, all lines and equipment located on OWNER's property shall be maintained solely by OWNER at OWNER's expense. With the exception of warranty work, COUNTY will not thereafter be responsible for any maintenance, operation, replacement, or repair of the customer sewer service line or any other equipment on OWNER's property needed to effectively deliver the wastewater to COUNTY's sewer system.
5. As consideration for COUNTY installing, at no cost to OWNER, the customer sewer service line on OWNER's property, OWNER, and OWNER's heirs, personal representatives, successors and assigns, agrees to hold COUNTY harmless from any and all liability, claims or damages, including, but not limited to reasonable attorney's fees and costs incurred at all levels, resulting from or in any manner related to the installation of the customer sewer service line by COUNTY on OWNER's property, provided, however, that such indemnification shall not extend to liability, claims or damage caused by COUNTY's negligence or intentional acts or the negligence or intentional acts of COUNTY's contractors or agents.
6. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representative, successors and assigns.
7. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and may only be modified, amended or terminated in writing and signed by both parties.

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

Witnesses:

OWNER

Print Name: _____

COUNTY

By: _____