

INSTALLATION AGREEMENT AND TEMPORARY CONSTRUCTION EASEMENT

THIS INSTALLATION AGREEMENT AND TEMPORARY CONSTRUCTION EASEMENT (“Agreement”) is made and entered into this _____ day of _____, 2020, by and between, _____ (“OWNER”) whose address is _____, PORT CHARLOTTE, FL in Charlotte County, a political subdivision of the State of Florida, whose address is 18500 Murdock Circle, Port Charlotte, Florida 33948 (“COUNTY”).

LEGAL DESCRIPTION: _____

PARCEL ID: _____

WHEREAS, OWNER owns certain real property described herein that is located in the El Jobean East Sewer Expansion area and which is required to connect to sewer service line 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; and

WHEREAS OWNER has voluntarily elected to have COUNTY connect the customer sewer service line on OWNER’s property and is willing to, and voluntarily granting to 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 OWNER and COUNTY 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).
3. OWNER hereby authorizes COUNTY to obtain any required permits to construct a new sewer service connection.
4. COUNTY shall provide a one (1) year warranty for materials and workmanship directly related to the work performed to make the connection to the sewer service line.
5. COUNTY agrees to restore disturbed areas, plants, shrubs, fences and grass to the condition they were at the time the work authorized hereunder began, upon completion of installation of the customer sewer service line and related work.

6. OWNER shall maintain all lines and equipment located on OWNER's property, at OWNER's expense, after installation of the customer sewer service line.
7. OWNER shall 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.
8. 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.
9. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representative, successors, and/or assigns.
10. 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.

OWNER(S)

COUNTY:

By: _____

Print Name

OWNER(S)

Print Name

CHARLOTTE COUNTY SEWER EXPANSION EL JOBEAN EAST SEPTIC TANK LOCATION FORM & DRAWING

Date: _____ Parcel ID: _____

Name: _____

Address: _____

