

**AGREEMENT REGARDING CONSTRUCTION OF  
SEWER SYSTEM**

This Agreement is between the Town of Ledyard (the "Town") a municipal corporation organized and existing under the laws of the State of Connecticut, and Lakeside, Condominium Association No. 1, Inc., Lakeside Condominium Association No. 2, Inc. and Lakeside Club, Inc. ("Lakeside"), condominium associations organized and existing under the laws of the State of Connecticut.

WHEREAS, Lakeside has on site septic systems which septic systems have been subject to problems, failures and orders from the Connecticut Department of Environmental Protection; and

WHEREAS, as a result, Lakeside has requested the Town to extend sewer service to it and its members; and

WHEREAS, the Town has agreed to provide such sewer service upon the condition that Lakeside and/or its condominium unit owners bear all costs of extending such sewer lines to Lakeside and its constituent unit owners; and

NOW THEREFORE, based upon the parties' mutual promises and covenants they hereby agree as follows:

(1) The parties acknowledge that the Town must obtain certain required approvals prior to proceeding with the financing and construction of the referenced system. Such approvals include an appropriate resolution of the Town Council, approval by Town Meeting and approval by the Ledyard Planning Commission.

(2) The Project will include a pumping station, a force main, sewer lines and laterals extending from the Town's existing sewer lines at the end of Country Club Road to the various

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condominium buildings comprising the Lakeside Condominium project on the west side of Shewville Road. The Project shall be substantially constructed in accordance with plans prepared by Weston & Sampson Engineers, Inc. of Glastonbury, dated June 2002 and entitled: "Town of Ledyard, Connecticut Water Pollution Control Authority Lakeside Condominium Sewer Improvements."

(3) The Town will put the project out to competitive bid through the public bidding process and seek to award to the lowest responsible and responsive qualified contractor, subject to the Town's right to reject any and all bids.

#### **LAKESIDE'S OBLIGATIONS**

(1) Lakeside agrees to fully cooperate with the Town, its representatives, contractors and consultants as may be necessary to complete this project.

(2) Lakeside represents that it has the power and authority to grant such rights of access and easements as may be necessary for the construction of this project on its property. This shall include the granting of the construction access and/or easement and the granting of permanent easements for the eight inch (8") sewer lines and the pumping station.

(3) Lakeside agrees that upon completion of the Project it will accept the Town's bill of sale conveying ownership to all laterals located on Association property and further, that the Association will be responsible for the maintenance of all such laterals, provided, that the Town will own and maintain the eight inch (8") sewer lines and the pump station location on Association property.

(4) Lakeside agrees that the entire cost of the Project including design and construction, equipment, materials, land and easement acquisition, site improvements, architect's fees, engineering fees, legal fees, net interest on borrowings and other financing costs and other

expenses related to the project or its financing will be the responsibility of Lakeside and/or its constituent unit owners, which costs shall be recovered through Benefit Assessments levied upon individual condominium units in accordance with statutory procedures. To the extent that the Town receives any grants in connection with the project, such grants shall reduce the cost to be recovered through the Benefit Assessment process.

### **TOWN OBLIGATIONS**

- (1) The Town will calculate the Benefit Assessments in accordance with statutory requirements.
- (2) Such Benefit Assessments shall be levied directly upon individual condominium units within the Association.
- (3) The Town through its agents and representatives, will oversee that the project is completed substantially in accordance with plans prepared by Weston & Sampson Engineers, Inc. of Glastonbury, Connecticut dated June 2002.
- (4) The Town agrees to own and be responsible for the maintenance of the eight inch (8") sewer lines and pumping station called for in the Project plans provided it receives from Lakeside an appropriate permanent easement therefore.
- (5) The Town will convey its ownership rights and all laterals located on Association property to the Association upon completion of the Project. To the extent that the Town has the benefit of warranties from the contractor with regard to the installation of such laterals, the Town will assign its warranty rights to the Association at that time.

### **MISCELLANEOUS PROVISIONS**

- (1) This Agreement shall be binding upon the parties' successors and assigns.
- (2) This Agreement shall be interpreted under the laws of the State of Connecticut.

(3) Should any part of this Agreement be deemed to be invalid or unenforceable the balance of the Agreement shall not otherwise be affected by such determination.

Dated at Ledyard, Connecticut this 8<sup>th</sup> day of October, 2003.

TOWN OF LEDYARD

[Signature]  
Witness

By Wesley J. Johnson Sr.  
Wesley J. Johnson, Sr., Its Mayor  
Duly Authorized

LAKESIDE CONDOMINIUM  
ASSOCIATION NO. 1, INC.

[Signature]  
Witness

By Ralph S. Hightower Jr.  
Ralph Hightower Jr.  
Its President  
Duly Authorized

LAKESIDE CONDOMINIUM  
ASSOCIATION NO. 2, INC.

[Signature]  
Witness

By Winston Chin  
Winston Chin  
Its President  
Duly Authorized

LAKESIDE CLUB, INC.

[Signature]  
Witness

By Winston Chin  
Winston Chin  
Its President  
Duly Authorized