

AGREEMENT FOR USE OF SEWAGE FACILITIES

This agreement is made by and between the Grandview Lot Owners Association, Inc., a Not-for-Profit Corporation duly organized and existing under the laws of the State of Indiana, doing business as Grandview Service Utility (hereinafter called "Corporation"), and _____, (hereinafter jointly and severally called "Owner")

WHEREAS, Owner is the owner(s) of Lot Number No. _____ at Grandview Lake.

WHEREAS, The Corporation owns and operates a certain sewage treatment plant and facilities in and about the area of said Grandview Lake; and

WHEREAS, said Owner is willing to permit and allow the Corporation to install sewage lines in the easement provided for in Owner's deed to said lot, in the plat of the subdivision, or as otherwise directed or allowed by Owner, and to become a user of the Corporation's plant and facilities;

NOW, THEREFORE, in consideration of the premises and the mutual undertakings of the parties hereto as well as the payment of the sum of money herein specified, it is agreed as follows:

1. The Owner, by signing this agreement agrees to pay a connection fee of \$3,500.00. For such Owner, the Corporation will furnish a tap in and shut-off valve at a collection point. Such Owner shall at his own expense install a service line from his residence to the shut-off valve; a grinder pump and all other equipment and installations as required by the applicable Rules and Regulations of the Corporation.
2. Owner agrees to be responsible for the complete maintenance, repair, replacement, and operation of grinder pump and all service lines, shut-off valve, equipment and installations from the Owner's residence to the collection point.
3. It is agreed by all parties hereto that Owner shall own the service lines, valves, grinder pump, shut-off valve and other equipment and installations from his or her residence to the collection point, and that the sewer mains, wastewater treatment plant and all other sewage facilities shall be the property of the Corporation.
4. Owner shall pay all SEWAGE SERVICE RATES AND CHARGES as are in effect and as are approved by the Corporation including all collection and/or delinquency charges, including reasonable attorney's fees incurred by the Corporation relating to the collection of any delinquent bill and/or delinquency charges owned by Owner. The owner agrees to pay the annual service fee starting the month after the placement of the saddle and shut-off valve onto the main sewer line. The annual service fee will be prorated based on the number of months remaining in the current year. This fee will be due and payable at time of hook-up whether it is being placed in service or not. The owner also agrees that the Corporation may disconnect sewer service as set forth in the Rules and Regulations of the Corporation.

5. Owner acknowledges receipt of a copy of the current Schedule of Sewage Service Rates and Charges and Rules and Regulations from the Corporation, and Owner agrees to pay the applicable rates and charges and agrees to abide by and to be bound by all the applicable Rules and Regulations of The Grandview Lot Owners Association, Inc., as the same may be in effect from time to time, and in the event any of the terms and provisions of this agreement conflict with applicable provisions of said Rules and Regulations, the provisions of said Rules and Regulations shall, at all times control.

6. Owner agrees to pay the connection fee on or before the _____ day of _____, 20____.

This agreement is dated as of _____ day of _____, 20____.

THE GRANDVIEW LOT OWNERS
ASSOCIATION, INC.

By: _____
President

ATTEST:

Secretary

All owners of the Lot must sign below:

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____