

DOUBLE OAK WATER RECLAMATION, LLC

STATE OF ALABAMA)
SHELBY COUNTY)

SEWER RESERVATION FEE: _____
PAID IN FULL: _____
ACCOUNT #: _____
LOCK-OUT VALVE: _____

SANITARY SEWER SERVICE AGREEMENT

THIS SANITARY SEWER SERVICE AGREEMENT (“Agreement”) is made and entered into as of the _____ day of _____, 2015 by and between:

(i) **DOUBLE OAK WATER RECLAMATION, LLC**, an Alabama limited liability company (the “Company”) and

(ii) _____, an Alabama corporation (“Subscriber”).

RECITALS:

WHEREAS, pursuant to a Sewer Service Agreement (“SSA”), a Memorandum of which is recorded in the Office of the Judge of Probate of Shelby County, Alabama, the Company provides sanitary sewage treatment services to [SUBDIVISION NAME] in which Subscriber’s Property, as described below, is situated; and

WHEREAS, capitalized terms not otherwise defined herein shall have the meanings given to them in the SSA and the SSA is hereby incorporated herein by reference in its entirety; and

WHEREAS, as successor in title to the original subscriber under the SSA, Subscriber hereunder is bound by the terms and provisions of the SSA with regard to Subscriber’s Property. This Agreement is intended to supplement the terms and provisions of the SSA and should be interpreted consistently therewith; and

WHEREAS, by purchasing Subscriber’s Property, Subscriber hereby assumes a portion of the sewage treatment capacity reserved under the SSA to serve Subscriber’s Property in accordance herewith and under the SSA; and

Subscriber’s Initials _____

WHEREAS, each of Subscriber's sanitary sewer service lines extends from the Company's Main Line in the right of way ("Company's Main Line") to the building or dwelling situated within each lot of Subscriber's Property. For purposes of the terms and provisions hereof, each of said service lines shall be a "Service Line" hereunder; and

WHEREAS, subject to the terms and provisions hereof, Subscriber hereby applies to the Company for permission to connect its Service Line to the Company's Main Line and the Company hereby agrees to Subscriber's connection, use, operation and maintenance of the Service Line as the Subscriber hereunder and under the SSA.

NOW THEREFORE, in consideration of the above Recitals and the mutual promises and agreements herein contained, the Company and Subscriber hereby agree as follows:

1. JOINDER AGREEMENT

As successor in title to the original Subscriber under the SSA, Subscriber hereunder is bound by the terms and provisions of the SSA with regard to Subscriber's Property. Subscriber hereby executes this Agreement in order to become a party to the SSA and, with regard to Subscriber's Property, shall have all of the obligations of the original Subscriber under the SSA as if it had executed the SSA. Subscriber hereby ratifies the SSA as of the date hereof and agrees to be bound by all of the terms, provisions and conditions contained in the SSA applicable to Subscriber to the same effect as if it was an original party thereto. This Agreement is intended to supplement the terms and provisions of the SSA and should be interpreted consistently therewith.

2. SUBSCRIBER'S PROPERTY

Subscriber hereby subscribes to # 275 gallons per day of sewage treatment capacity per Lot (275 gpd X ____ Lots = _____ gpd) ("Subscriber's Capacity") to serve Subscriber's Property identified as follows:

SUBSCRIBER'S BILLING ADDRESS: SUBSCRIBER'S PROPERTY:

See **EXHIBIT A** hereto

3. SEWER CHARGES

Subscriber shall comply with and be bound by the terms and provisions hereof and of the SSA now in force, or as hereafter supplemented, amended or changed by the Company.

- (a) (a) Pursuant to the SSA, the sewer tap fee/impact fee/Treatment Reservation Fee (the “Sewer Reservation Fee”) is payable to the Company for each gpd of sewage treatment capacity reserved to serve Subscriber’s Property at the Sewer Reservation Fee rate in effect at the time of payment. With regard to the Sewer Reservation Fee for Subscriber’s Capacity (check one of the following boxes):

TRANSFERRED. The Sewer Reservation Fee has previously been paid to the Company with respect to Subscriber’s Capacity and no further Sewer Reservation Fees are payable with respect to Subscriber’s Capacity; or

The Sewer Reservation Fee of \$_____ (275 gpd X the per gpd Sewer Reservation Fee in effect at the time of payment X the number of Lots comprising the Subscriber’s Property) shall be due and payable by Subscriber to the Company upon the execution hereof.

- (b) In addition, Subscriber shall pay the monthly sewer service/treatment charges and fees (the “Monthly Sewer Charges”) for Subscriber’s Property at such rates, time and place as set forth in the SSA. The current Monthly Sewer Charge is \$74.74 per Lot. The Monthly Sewer Charges shall commence beginning with the month following the execution hereof regardless of when Subscriber connects its Service Line to the Company’s Main Line.
- (c) Subscriber further agrees to pay such penalties, surcharges, late fees, interest, collection fees and expenses, attorney’s fees, court costs and all other expenses incurred by the Company for Subscriber’s noncompliance with or default under the terms and provisions hereof or of the SSA, or which may hereafter be adopted and imposed by the Company.
- (d) The Sewer Reservation Fees, the Monthly Sewer Charges and all aforementioned fees, costs and expenses are collectively the “Sewer Charges”. **SUBSCRIBER SHALL TIMELY PAY ALL SEWER CHARGES OR BE SUBJECT TO THE DEFAULT PROVISIONS SET FORTH IN THE SSA AND HEREIN BELOW.**

4. ADDITIONAL TERMS AND PROVISIONS

- (a) At Subscriber’s expense, the Company agrees that Subscriber may connect Subscriber’s Service Line to the Company’s Main Line and install, use, operate and maintain its Service Line, subject to and in accordance with the terms, provisions, and limitations hereof, as set forth in the SSA and all other requirements and specifications of the Company.
- (b) Subscriber hereby assumes any and all obligations, liabilities and duties as Subscriber under the SSA with regard to the Subscriber’s Capacity and its Service Line and agrees to comply with the terms and provisions hereof and of the SSA with respect to the Subscriber’s Capacity and Service Line.

Subscriber’s Initials _____

- (c) Subject to Subscriber's primary responsibility to maintain and repair its Service Line, Subscriber grants to the Company, and its successors and assigns, a permanent and perpetual easement over, under, upon and throughout Subscriber's Property for the purposes of: using, operating, repairing, and maintaining the Service Line; disconnecting the Service Line from the building or dwelling within Subscriber's Property or from the Company's Main Line; for removing the Service Line and appurtenant facilities; for shutting off and locking the Water Lock-out Valve; for metering sewage; and for ingress to and egress from Subscriber's Property and the Service Line situated therein. The location and use of such easement shall be determined by the Company's Engineer, in his sole discretion.
- (d) Subscriber shall install, use, operate and maintain at Subscriber's expense its Service Line which shall begin at the Company's Main Line and extend to the building or dwelling within Subscriber's Property.
- (e) Pursuant to the SSA, the Company shall have final authority and approval of location, method and type of Service Line to be connected to the Company's Main Line.
- (f) Subscriber agrees that no type or volume of sewage will be discharged into the Company's Main Line except as specifically identified by Subscriber herein or as provided in the SSA.
- (g) The Sewer Reservation Fee is based upon an estimated daily volume of sewage to be received into the Company's Main Lines from the Service Line. The Company reserves the right, at the Company's option, to meter the actual volume of sewage generated by Subscriber. In the event the actual volume is greater than the volume originally estimated, the Company may charge additional Sewer Reservation Fees and Monthly Sewer Charges based upon the actual volume. Subscriber shall not allow any volume of sewage to enter the Company's Main Line in excess of the amount of Subscriber's Capacity.
- (h) Subscriber may not assign Subscriber's Capacity and shall remain fully liable therefor until such time as the successor or assignee of Subscriber's Capacity has executed a Sewer Service Agreement in substantially the same form and substance as this Agreement and all Sewer Charges for Subscriber's Capacity have been paid in full. Subscriber shall not be entitled to a refund of any portion of the Sewer Charges previously paid to the Company.
- (i) Subscriber hereby agrees to install at its expense, or to allow the Company to install at Subscriber's expense, a lockable valve on Subscriber's water service line ("Water Lock-out Valve"), the Schematic for which is attached hereto as EXHIBIT B. For purposes of the Water Lock-Out Valve installed within Subscriber's Property, Subscriber hereby grants to the Company a permanent and perpetual, non-exclusive easement, over, under, upon and through Subscriber's Property, for the purpose of allowing the Company to use, operate, repair, maintain and replace the Water Lock-out Valve on Subscriber's Property. Subscriber acknowledges and agrees that the intent and purpose of such Water Lock-out Valve is: (i) to allow the Company to discontinue sewer service to Subscriber in the event Subscriber fails or refuses to timely pay any Sewer Charges, (ii) to discontinue sewer service to Subscriber when the volume or content of any water, sewage or other effluent discharged into the

Subscriber's Initials _____

Company's Main Line is not in compliance with this Agreement, and (iii) to allow the Company to discontinue sewer service to Subscriber in the event Subscriber breaches any of its other obligations or commitments under the SSA or hereunder.

- (j) This Agreement and the SSA shall run with title to Subscriber's Property, be binding upon Subscriber, its successors and assigns forever, and on any other person or entity who owns Subscriber's Property or any portion thereof or has an interest therein or who is in possession of same or any part thereof.

5. MAINTENANCE AND REPAIR OF THE SERVICE LINE AND RELATED EQUIPMENT

The Service Line extends from its connection to the Company's Main Line in the right of way to the building or dwelling situated within Subscriber's Property. Subscriber hereby assumes any and all obligations, liabilities and duties with regard to Subscriber's Service Line and agrees to comply with the terms and provisions hereof, of the SSA and the requirements and specifications of the Company with respect to the maintenance and repair thereof. Subscriber's obligation to maintain and repair its Service Line includes the maintenance and repair of any and all equipment and appurtenances related to the operation and use of the Service Line including, but not limited to, the meter, Water Lock-out Valve, grinder pump, piping, wiring and any other equipment or appurtenances related thereto.

6. DEFAULT PROVISIONS

In the event Subscriber should default in (i) the payment of any Sewer Charges or any other fee, charge, cost or expense for which Subscriber is responsible hereunder or under the SSA, (ii) Subscriber should default in the volume or type of sewage allowed to be discharged into its Service Line, or (iii) Subscriber should fail to comply with any term or provision of the SSA or this Agreement, the Company, in the Company's sole discretion, may exercise any, all or any combination of the following remedies:

- (a) the Company may impose any or all of the following **fees and charges**: late charges, surcharges, interest, collection fees and expenses in addition to attorney's fees, court costs and all other expenses incurred by the Company for Subscriber's noncompliance with or default under the terms and provisions hereof or of the SSA; and/or
- (b) the Company may **disconnect the Service Line** from the building or dwelling within Subscriber's Property for Subscriber's failure to pay any Sewer Charges or other sums due and payable to the Company, or if Subscriber violates any of the terms or provisions hereof or of the SSA; and/or
- (c) the Company may **shut off and lock the Water Lock-out Valve** on Subscriber's Property for Subscriber's failure to pay any Sewer Charges or other sums due and payable to the

Company, or if Subscriber violates any of the terms or provisions hereof of or of the SSA; and/or

- (d) the Company shall be and hereby is authorized and entitled to execute any and all agreements, documents, and instruments for the **disconnection of domestic water service** serving Subscriber's Property. Subscriber, by connecting and using the Service Line, shall be deemed to, does hereby, irrevocably appoint the Company as its respective agent and attorney-in-fact for the purpose of executing, signing, acknowledging, and swearing to any and all instruments, certificates, documents, and agreements relating to the disconnection of domestic water service to Subscriber's Property for and in the name of Subscriber and in Subscriber's name, place and stead. The power and authority granted herein is hereby declared to be irrevocable and a power coupled with an interest which shall survive Subscriber and be binding on Subscriber and Subscriber's heirs, executors, administrators, personal representatives, successors and assigns and anyone having any interest in Subscriber's Property, or any portion thereof; and/or
- (e) the Company may commence and maintain **a lawsuit against Subscriber** to enforce this Agreement and the SSA and any such judgment rendered shall include all Sewer Charges payable to the Company along with all late charges, surcharges, interest, collection fees and expenses in addition to attorney's fees, court costs and all other expenses incurred by the Company; and/or
- (f) Subscriber, and its successors and assigns, grants and conveys to the Company an equitable and continuing lien upon Subscriber's Property, and upon any and all interests therein, which said lien shall run with the land and the title to Subscriber's Property and any portion thereof. The Company shall have the right to **file such lien against Subscriber's Property** in the Probate Office of Shelby County, Alabama in a form adopted and approved by the Company. Said lien shall secure the prompt payment of all Sewer Charges, late charges, surcharges, interest, collection fees and expenses in addition to attorney's fees, court costs and all other expenses incurred by the Company.

7. **DISCONNECTION AND RECONNECTION**

In the event of Default and Subscriber's Service Line is disconnected or the Water Lock-out Valve is shut off, all costs of disconnection and reconnection of the Service Line or shut off and turn on of the Water Lock-out Valve, and any applicable security deposits and account fees, are and shall be Subscriber's sole responsibility. Additionally, Monthly Sewer Charges, late charges, interest, collection fees and expenses, and attorney fees shall continue to accrue. Reconnection or Water Lock-out Valve turn on may not occur until the following business day after Subscriber's sewer account balance has been paid in full and cleared. After disconnection of the Service Line or shut off of the Water Lock-out Valve, any tampering with sewer equipment, facilities and appurtenances used to block the use of the sewer is a **criminal offense under Alabama Law with severe consequences.**

COSTS TO DISCONNECT/RECONNECT THE SERVICE LINE ARE ESTIMATED TO BE

Subscriber's Initials _____

IN EXCESS OF \$2,500. Individual circumstances regarding the location of Subscriber's Service Line connection may dictate higher costs than the estimated cost stated above. Costs to repair any disturbance in the public right of way (i.e., driveways, sidewalks, curbing, landscaping, etc.) shall be Subscriber's responsibility.

8. RELEASE FROM LIABILITY

Subscriber, for itself and its successors and assigns, hereby irrevocably waives, releases and acquits the Company and its Manager, SWWC SERVICES, INC., and their respective contractors, subcontractors, agents, employees, officers, directors, shareholders, partners, successors and assigns (the "Released Parties") from any and all claims, actions, causes of action, demands, rights, damages, costs, losses and any and all other expenses of any kind or nature whatsoever arising prior to or on the date hereof which Subscriber ever had, now has or which Subscriber hereafter can, shall or may have against any of the Released Parties in any way arising out of or related to the disconnection or reconnection of the Service Line, the shut off or turn on of the Water Lock-out Valve, or any other action taken or remedy exercised by any of the Released Parties.

9. MISCELLANEOUS

- (a) **BINDING EFFECT.** This Agreement shall inure to the benefit of and be binding on and enforceable against the parties hereto and the successors and assigns of the parties.
- (b) **GOVERNING LAW.** This Agreement and the rights of the parties hereto shall be governed by, construed and interpreted in accordance with the laws of the State of Alabama. The parties agree that the state courts sitting in Shelby County, Alabama shall be the exclusive forum for litigation arising from this Agreement.
- (c) **RIGHT TO RECORD.** This Agreement may be recorded by the Company in Shelby County Probate Office.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Company and Subscriber have executed this Agreement as of the day and year first above written.

SUBSCRIBER:

_____,
an Alabama corporation

By: _____

Its: _____

COMPANY:

Double Oak Water Reclamation, L.L.C.,
an Alabama limited liability company
By: SWWC Services, Inc., Its Manager

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

[SUBDIVISION NAME]

Lots _____, _____, and _____, according to the Survey of [SUBDIVISION NAME], Phase _____, as recorded in Map Book _____, Page _____ in the Probate Office of Shelby County, Alabama.

EXHIBIT B

Water Lock-out Valve Schematic

