

STATE OF ALABAMA  
MOBILE COUNTY

Document Prepared By:  
Integra Water Creola, LLC  
PO Box 10127

Birmingham, AL 35202

**INTEGRA WATER, LLC**  
**RESIDENTIAL SEWER SERVICE AGREEMENT AND COVENANTS**  
**AND RIGHT OF LIEN FOR SEWER ASSESSMENTS**

**THIS RESIDENTIAL SEWER SERVICE AGREEMENT AND COVENANTS AND RIGHT OF LIEN FOR SEWER ASSESSMENTS** (this "Customer Agreement") is made and entered into on this the \_\_\_ day of \_\_\_\_\_, 20\_\_\_ by and between **INTEGRA WATER, LLC**, a Georgia limited liability company with its principal office located at 2100 Third Avenue North, Birmingham, Alabama 35203 ("Integra"), and \_\_\_\_\_, with an address of \_\_\_\_\_ ("Customer").

**RECITALS**

- A. Integra is the owner of, and/or has the duty to maintain, repair and replace by contract, assignment, agreement or otherwise, a private sewer system adjacent or proximate to the Premises (defined below) which includes, without limitation, a wastewater treatment plant system, raw sewage and effluent pump stations, and any and all other sewage collections systems, all machinery, equipment, mains, pipes, fixtures, fittings, valves, gravity sewer mains, manholes, force mains, sewer laterals and appurtenances which is supplying, or will supply, sewer service to lots, dwellings, buildings, recreational facilities or other structures located adjacent or approximate to the Premises (the "Utility System").
- B. Customer desires to obtain, and Integra desires to deliver, Sewer Service upon the terms and conditions contained herein.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties do hereby agree as follows:

**Section 1. Agreement to Sell and Purchase.** Integra shall sell and deliver to Customer, and Customer shall purchase from Integra, during the term of this Agreement, all Sewer Service (as defined herein) which Customer shall require on Customer's premises or any part thereof, as describe below, in accordance with all applicable federal, State and local laws, regulations, rules, and ordinances, including, without limitation, the rules duly and regularly established from time to time and on file with the Alabama State Department of Health and/or the Mobile County Department of Health. Sewer Service hereunder shall be provided to Customer's premises located at Physical Address: \_\_\_\_\_ and being more particularly described as follows (the "Premises"): \_\_\_\_\_

**(EXHIBIT A - ATTACH LEGAL DESCRIPTION)**

**Section 2. Term of Sewer Service.** Sewer Service under this Agreement shall begin on the earlier of (i) the date hereof or (ii) the date the Premises are connected to the Utility System, as applicable, and continue until terminated by either party to this Agreement upon giving the other party ten (10) days' prior written notice of such termination, unless earlier terminated in accordance with Section 11 of this Agreement. Customer will notify Integra within ten (10) days prior to vacating the Premises. In the event Customer fails to give Integra notice of the termination of this Agreement due to a sale of the Premises, Customer shall remain obligated under this Agreement and liable for all fees, charges and assessments due hereunder until such time as the new owners of the Premises have entered into an Agreement with Integra for Sewer Service to the Premises.

**Section 3. Payment of System Development Fees and Monthly Sewer Fees; Sewer Assessments; Special Sewer Assessments; Costs of Enforcement.** Customer hereby acknowledges and agrees that the following fees and any other amounts due hereunder are in addition to, and not in lieu of, any sums paid to any homeowners' associations (or any other person or entity) for costs or other expenses relating to the Utility System.

- A. **System Development Fees.** For all newly constructed houses and other dwellings on the Premises, Customer shall pay to Integra, at Integra's principal office, the system development fees applicable to the Premises, as established by Integra from time to time in its sole discretion ("System Development").

Fees”) on or before the acceptance by Integra of that certain Water / Wastewater Service Application entered into between Integra and Customer, if applicable (the “Customer Application”), unless all applicable System Development Fees have been paid in full by a builder, contractor or previous owner of the Premises. Integra may, in Integra’s sole discretion, amend, modify or change the System Development Fees at any time and from time to time. All said amendments, modifications or changes to the System Development Fees shall become effective on the date designated by Integra. Customer agrees that it will not connect supplementary water or sewer service to a new or existing meter or connection on the Utility System. Customer agrees that a separate tap with associated charges will be required for each building or structure at the Premises.

- B. Monthly Sewer Fees. Customer shall pay to Integra, at the place designated herein, the monthly sewer use fees applicable to Sewer Service delivered to the Premises, in the amount established and/or amended, modified or changed by Integra at any time and from time to time, in Integra’s sole discretion (the “Monthly Sewer Fees”), commencing on the earlier of (i) the date of this Agreement or (ii) the first day of the month following Integra’s acceptance and execution of Customer’s Application, as applicable, and continuing on the first day of each successive month thereafter during the term of this Agreement. In the event this Agreement is dated other than the first day of the month, the applicable Monthly Sewer Fee shall be prorated from the date of this Agreement to the first day of the following month. Integra may, in Integra’s sole discretion, amend, modify or change the amount of the Monthly Sewer Fees at any time and from time to time during the term hereof, in Integra’s sole discretion. All said amendments, modifications or changes to the Monthly Sewer Fee shall become effective on the date Integra notifies Customer thereof or at such later time as designated by Integra. Monthly bills shall be rendered to Customer, in arrears, for the Monthly Sewer Fees and mailed to the address of the Premises set forth herein. The Monthly Sewer Fees shall be due and payable to Integra at the place designated herein upon receipt by Customer of the monthly bill thereafter and shall become delinquent if not paid by Customer by the delinquent date shown on the utility bill.
- C. Interest on Delinquent Monthly Sewer Fees; Sewer Assessments. Any Monthly Sewer Fees received by Integra after the delinquent date shown on the utility bill shall be delinquent and shall be assessed 10% of the current amount due of any such Monthly Sewer Fee until the same is paid in full. Any delinquent Monthly Sewer Fees, together with such accrued interest, are herein collectively referred to as a “Sewer Assessment.”
- D. Special Sewer Assessments. Customer further agrees to pay to Integra any and all extraordinary costs incurred by Integra in the delivery of Sewer Service to the Premises and/or any repairs or replacement of parts, components, equipment or material required due to damage to the Utility System caused by Customer, as set forth in a written notice from Integra to Customer. Any payment of such costs received by Integra after the delinquent date of such notice shall be delinquent and shall be assessed 10% of the current amount due until the same is paid in full. Such delinquent payment, together with such accrued interest, is herein collectively referred to as a “Special Sewer Assessment.”
- E. Costs of Enforcement. In the event Integra employs an attorney or otherwise takes any legal action in attempting to collect any payments due hereunder or otherwise enforce this Agreement, Customer shall pay all attorneys’ fees, court costs and all other expenses paid or incurred by Integra in such efforts.

**Section 4. Use and Type of Sewer Service.** All Sewer Service delivered under this Agreement shall be used only for residential purposes and only at the Premises. The term “Sewer Service,” as used in this Agreement, shall mean and refer to the collection, treatment and disposal from the Premises of domestic wastes only, such as water-carried human, animal or vegetable wastes, generated solely in connection with human consumption and emanating solely from the Premises, subject to all applicable federal, state and local laws, regulations, rules and ordinances. Customer shall not use the Sewer Service delivered hereunder for disposing of storm water, air conditioner condensate, ground water, roof drains, and/or large quantities of water such as may occur from swimming pools. Customer agrees to comply with Integra’s Water & Wastewater Policy Manual available at [www.integrewater.com](http://www.integrewater.com) or upon request from Integra at the address set forth above.

**Section 5. Installation of Cut-off Valve.** Customer agrees that Utility may install or cause to be installed a cut-off valve on the water service line at the Premises, and that upon a Default, Integra has the absolute right ten (10) days after mailing notice to the Premises to discontinue water and wastewater service to the Premises by use of the cut-off valve. Customer agrees that Integra has the right to do so without notice in the event of an emergency or if damage to Integra's Utility System or plant is likely to occur or Integra is otherwise likely to incur liability. The parties agree that use of the cut-off valve to terminate wastewater service will also result in the termination of water service, but Customer must continue to pay the minimum fee for water service if required by the water service provider.

**Section 6. Installation of Equipment by Customer.** Except to the extent previously furnished and/or installed by a builder, contractor or previous owner of the Premises, Customer, at Customer's expense, shall furnish, install and own all machinery, equipment, appliances and appurtenances thereto in, under, through or upon the Premises that may be required at any time and from time to time for the delivery of Sewer Service to the Premises (excluding any gravity or force sewer mains located in easements which are the property of Integra). Customer thereto shall install such machinery, equipment, appliances and appurtenances in conformity with the requirements of Integra and all applicable federal, state and local laws, regulations, rules and ordinances. Customer agrees to install, at Customer's expense and pursuant to Integra specifications, the service line from Integra's distribution system to the point of use at the Premises. Customer agrees that it is responsible for obtaining correct specifications from Integra for service lines and that Integra has the sole right to determine the location of the service line's connection to the Integra's distribution system. Customer agrees that Integra will not refund any payments made by Customer for extension of water or wastewater distribution lines to the property line of the Premises unless required under a separate agreement with Integra.

**Section 7. Maintenance Duties.**

- A. **Customer Maintenance.** Customer, at Customer's expense, shall maintain and keep in good and safe condition in accordance with the requirements of Integra and all applicable federal, state and local laws, regulations, rules and ordinances the service line, all other piping, all plumbing fixtures and fittings and all appliances at the Premises (not including meters maintained by Integra) in good and safe operating condition, first notifying Integra prior to having repairs made to the service line, and will report immediately to Integra any leaks discovered.
- B. **Safekeeping of Integra Property.** Customer agrees that Integra retains title to and has the sole right to use all meters, connections and other property furnished by Integra and that Integra may remove such property at any time. Customer further agrees that it is responsible for the safekeeping of all Integra property at the Premises.

**Section 8. Access to Premises.** Customer, and Customer's heirs and assigns, hereby grants to Integra, its managers, employees, agents, independent contractors and assigns, an irrevocable and transferable license to enter upon the Premise, at all normal business hours and otherwise in the event of emergencies, for any purpose relating to the delivery of Sewer Service under this Agreement or the exercise of any rights secured to or the performance of any obligations imposed upon Integra by this Agreement. Integra hereby covenants and agrees to give Customer, whenever practicable, advance notice of Integra's use of said license and that said use shall not unreasonably interfere with the use or occupancy of the Premises. Subject to Section 12, Integra shall take all reasonable action to repair any damage to the Premises or the dwelling on the Premises caused by Integra during the exercise of any rights hereunder.

**Section 9. Measurement of Sewer Service.** Customer consents to Customer's water provider, if applicable, releasing to Integra water consumption or usage at the Premises for exact calculation of sewer services. If the quantity of Sewer Service is determined by water usage measured by meters installed by the applicable water utility on the Premises, the quantity of Sewer Service determined by said meters shall be final and conclusive, except when the meters fail to register or if an error in meter reading occurs. The water consumption or usage at the Premises shall be based on the previous twelve months of water usage billing, or the water usage billing that is available if it is less than twelve months. In such cases, the quantity delivered during the period in question shall be estimated after due consideration of previous or subsequent properly measured Sewer Service. Customer hereby

agrees that Integra shall have no duty to test the meters installed by the applicable water utility and shall have no liability with respect to the accuracy thereof.

**Section 10. Interruptions or Delays in Sewer Service.** Integra shall use all reasonable care in providing constant and uninterrupted Sewer Service to Customer. Notwithstanding the forgoing, Integra hereby reserves the right to interrupt or reduce Sewer Service at any time and from time to time in the event of emergencies, to perform inspections, to maintain, repair or upgrade the Utility System, or to perform any other obligation or exercise any other right to Integra under this Agreement. Integra hereby agrees that, whenever practicable, Integra will give Customer advance notice of any such planned interruption or reduction, stating the reason therefore, and the probable duration thereof.

**Section 11. Remedies for Default; Right of Lien.** Integra may in its sole discretion, terminate this Agreement and discontinue Sewer Service hereunder within ten (10) days after the date of mailing written notice to Customer of Customer's failure to comply with any provision of this Agreement. In the event of termination of this Agreement, Integra shall have the right to enter upon and remove from the Premises, at Customer's sole expense, any meter, equipment or other property of Integra relating to Sewer Service. If any payment required hereunder, including without limitation, any Monthly Sewer Fee, Sewer Assessment or Special Sewer Assessment, is not paid within thirty (30) days of the due date thereof, Integra may, in its sole and absolute discretion, make written demand on Customer for any such delinquent payment or payments. If any such delinquent payment or payments is/are not paid in full within fifteen (15) days after the making of such demand, Integra may, in its sole and absolute discretion, file for record in the Probate Office of Mobile County, Alabama, a claim of lien against the Premises in the amount of such delinquent payment or payments hereunder, plus applicable interest and attorneys' fees, court costs and all other expense paid or incurred by Integra in its attempts to collect such delinquent payment or payments due hereunder. Such claim of lien may, in Integra's sole and absolute discretion, be foreclosed in the same manner as a foreclosure of a mortgage on real property, with power of sale, under the laws of the State of Alabama, and Integra shall have the right and power to bid at any such foreclosure sale and to purchase, acquire, hold, lease, mortgage, convey and sell the Premises.

**Section 12. Indemnity and Release.** Customer does and hereby release and forever discharge, and hereby agrees to indemnify, defend and hold harmless, Integra, its members, managers, employees, contractors, successors and assigns (collectively, the "Indemnified Parties"), from all loss, claim, damage and expense to property, person or otherwise and of every nature (including attorney's fees) arising out of or relating to the provision of Sewer Service to the Premises by Integra, including any loss, claim, damage or expense arising out of a breach by Customer of any provision of this Contract, except to the extent caused by the sole negligence or willful misconduct of Integra. In addition, Customer does hereby releases and forever discharge the Indemnified Parties from all loss, claim, damage and expense to property, person or otherwise and of every kind arising from any service interruptions or other conditions or occurrences arising from or relating to use of the cut-off valve, water or wastewater line breaks or blockages, tampering, failures of the Integra system, acts of God, fire, earthquake, flood, explosion, war or hostilities, any act of terrorism or belligerence, riot, public disorder, expropriation, requisition, confiscation or nationalization, rationing or allocation (whether imposed by law, decree, regulation or industry insistence), restraint by order of court or governmental authority, inability to obtain necessary approvals from any governmental authority, epidemic, quarantine, strikes or combination of workmen, labor disturbances, failure or breakdown of facilities and/or equipment (whether or not resulting from any cause listed above), changes in laws or regulations, termination or restriction of rights under any license, franchise, easement, right-of-way or other agreement for any cause whatsoever or any other event, matter or thing, wherever occurring, which shall not be within the reasonable control of Integra (each a "Force Majeure Event"). Integra's failure to perform or delay in performing any of its obligations under this Contract as a result of a Force Majeure Event shall not be a breach of this Contract.

**Section 13. Contamination or Damage by Customer to Utility System.** Customer hereby agrees that Customer shall not place or deposit, permit to be placed or deposited, in any portion of the Utility System any material other than domestic waste, including, without limitation, hazardous, toxic or radioactive wastes or substances, as such terms may be defined from time to time by any applicable federal, state or local laws, regulations, rules or ordinances. Customer further agrees to use all reasonable care to prevent any damage or obstruction of any portion of the Utility System. Customer agrees to comply with Integra's Water & Wastewater Policy Manual available at [www.integrawater.com](http://www.integrawater.com) or upon request from Integra at the address set forth above.

**Section 14. Modification of Agreement by Parties.** This Agreement may not be modified, amended, supplemented, changed or waived, unless such waiver or modification is in writing and signed by the parties hereto and then said waiver or modification shall be effective only in the specific instance and for the purpose for which given. No failure or delay on the part of Integra in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise thereof provide any other or further privilege or the exercise of any other right, power or privilege.

**Section 15. Assignment.** Customer shall not assign this Agreement, or any rights under this Agreement. Customer expressly agrees that Integra may assign this Agreement and any rights or obligations under this Agreement to any person, firm, corporation, partnership or other entity.

**Section 16. Governing Law; Entire Agreement.** This Agreement and the Application shall be construed in accordance with, governed by, and enforced under the laws of the State of Alabama. This Agreement and the Application constitute the entire agreement between the parties hereto and any prior understanding or representation of any kind preceding the dates of the Agreement and the Application shall not be binding on either party except to the extent incorporated in the Agreement. In the event of a conflict between the terms of the Application and this Agreement, this Agreement shall govern.

**Section 17. Notices.** Unless other expressly provided herein, all notices and other communications under this Agreement shall be in writing and shall be deemed given to the party to whom notice is to be given three (3) business days after any notice or other communication hereunder has been deposited in the United States mail, postage prepaid or receipt through personal hand delivery. All notices and other communications hereunder shall be addressed to the parties at the address first set forth above (or at such other address as such party may designate by notice given to the other party pursuant hereto).

**Section 18. Covenants Running with the Land; Biding Effect.** Customer agrees that the Premise shall be held, owned, sold, transferred, conveyed, hypothecated, encumbered, leased, occupied, built upon and otherwise used, improved and maintained subject to the superior rights, terms and conditions of the Agreement, which terms and conditions shall constitute covenants that run with the land and with the title to the Premises. The terms and conditions of the Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

**Section 19. Recording of Agreement; Third Party Beneficiaries.** This Agreement shall be recorded in the Probate Office of Mobile County, Alabama. By such recording or otherwise, no third party shall have any right, title or interest whatsoever in the enforcement of any of the provisions of this Agreement or the right to consent to or approve any amendment or modification hereof.

**NOTICE TO CUSTOMER: This is a legally binding contract that provides, among other things, that Integra has a right to file a lien against your property as provided in Section 11 above. If you do not understand the legal effect of any part of this Agreement, seek legal advice before signing.**

IN WITNESS WHEREOF, the parties have executed this Agreement, or have caused this Agreement to be executed by its duly authorized representatives, under seal on the date and year first written above.

**CUSTOMER:**

[INDIVIDUAL SIGNATURES]

\_\_\_\_\_  
(Signature of Homeowner)

\_\_\_\_\_  
(Signature of Homeowner)

\_\_\_\_\_  
(Printed Name of Homeowner)

\_\_\_\_\_  
(Printed Name of Homeowner)

**INTEGRA:**

INTEGRA WATER CREOLA, LLC, an Alabama limited liability company

By: Integra Water, LLC,  
a Georgia limited liability company,  
its sole member

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF ALABAMA  
COUNTY OF \_\_\_\_\_

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that \_\_\_\_\_ whose name is signed to the foregoing Agreement and who is known to me or provided sufficient identification, acknowledged before me on this date that, being fully informed of the contents of the Agreement, he (she) executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

AFFIX NOTARIAL SEAL

STATE OF ALABAMA  
COUNTY OF \_\_\_\_\_

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that \_\_\_\_\_ whose name is signed to the foregoing Instrument and who is known to me or provided sufficient identification, acknowledged before me on this date that, being fully informed of the contents of the Agreement, he (she) executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

AFFIX NOTARIAL SEAL

STATE OF ALABAMA  
COUNTY OF \_\_\_\_\_

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that \_\_\_\_\_, who in her authority as \_\_\_\_\_ of Integra Water LLC, a Georgia limited liability company, the sole member of Integra Water Creola, LLC, an Alabama limited liability company, whose name is signed to the foregoing Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of this Agreement, she, with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

AFFIX NOTARIAL SEAL

**EXHIBIT A**  
**LEGAL DESCRIPTION**