

CLEAR CREEK SUBDIVISION, L.L.C.  
OF MARION COUNTY, MISSOURI

**OWNER** WASTEWATER USER AGREEMENT

The undersigned, being the owner or occupier of land located within Clear Creek Subdivision, Marion County, Missouri, hereby makes application to Clear Creek Subdivision, L.L.C., for 1 wastewater service connection(s), and if wastewater service is made available by said Subdivision, agrees to the following conditions:

1. To become a wastewater customer of Clear Creek Subdivision, L.L.C., and I hereby tender \$ 0.00 as a wastewater deposit and guarantee that my bills will be paid monthly and an additional \$ 0.00 for wastewater connection permit and inspection fee charge. The deposit will be refundable upon application when service is discontinued and all charges and bills have been paid in full.
2. To pay a minimum monthly wastewater charge for the service connection, from the time the service is made available by Clerk Creek Subdivision, and to pay for additional if there is a usage over the minimum fee. To provide water bills for winter water usage estimation. Bills not paid by the 15<sup>th</sup> day of the month shall be subject to a 15% late charge. Failure to pay a bill by the 25<sup>th</sup> of the month during which the bill is due shall result in discontinuance of your water service.
3. Any amount due for wastewater service, which is carried over from one month to the next by Clear Creek shall automatically have a penalty of 15% added each month. This 15% penalty will be added each month as the balance due is carried over as unpaid.
4. The wastewater service supplied by Clear Creek Subdivision L.L.C. shall be for the sole use of the undersigned; the undersigned agrees that he/she/they WILL NOT extend or permit the extension of the pipes or share a line with anyone for the purpose of transferring wastewater from one property to another property. One service connection per residence located on land within the subdivision.

5. It is also understood and agreed that Clear Creek Subdivision, L.L.C., shall not be responsible for the maintenance or repair of any service line from the residence to the main trunk line/sewer main. The property, and the liability therefor shall be the responsibility of the owner of the building or residence, who shall be solely responsible for any repairs or replacement or any loss or damage to any property, real or personal, whether owned by the property owner, by the undersigned, or others, as a result of failure of equipment, or any other reasons. This shall include, but not be limited to, line blockage, and line breakage and any other problems that may result. The Subdivision shall be held harmless for any expense with regard to the wastewater repair, replacement or damage to any property, real or personal caused by the wastewater system.
6. The undersigned agrees that he/she/they will make no physical connections or hook up to any other piping to the wastewater line executed for sewer use only. No foundation drains, basement drains or roof drains, storm water, groundwater, subsurface water may be installed into the sanitary sewer lines. The service lateral is for carrying normal domestic waste only. Representatives of the Subdivision may at any time come on the premises where the wastewater is being made for the purpose of making inspections to enforce this provision. If this occurs, the property owner will be notified of the problem and given 5 days to correct the problem, or water service will be disconnected until the problem is resolved.
7. The undersigned agrees that he/she/they will grant a wastewater line easement to Clear Creek Subdivision, L.L.C., for the transmission of the wastewater over, under, and across any interest he/she/they may have in real property bounding any part of the property which the wastewater transmission lines of the Subdivision are planned in consideration of the Subdivision accepting this application.
8. The laws of the State of Missouri, Covenants and Restrictions of the Subdivision, and any and all Rules and Regulations of the Subdivision, and the Clear Creek Homeowners Association, as presently existing, and as may be amended from time to time, are made a part of this agreement as though fully set out herein.

9. The undersigned also agrees to only deliver normal domestic wastewater to the Subdivision. Persons shall not deliver any wastewater with a "B.O.D." concentration greater than 250 mg/l and a suspended solids concentration of not more than 300 mg/l. If greater concentration is detected, then the undersigned agrees to a surcharge for high concentration of wastewater will be added to the bill of the undersigned. It is also understood that no wastewater will have a "P.H." greater than 10 or less than 6.0.
10. No persons shall discharge into the wastewater mains of the Subdivisions any water or waste with gas, benzene, naphtha, fuel oil, or other flammable or explosive liquids. No water or waste may contain toxic or poisonous solids, liquids, or gases. No water or waste may contain fats, wax grease, or oils in excess of 100 mg/l or have temperatures that exceed 150F. Also, any waste with iron, chromium, copper, zinc, chlorine, or any objectionable or toxic substances shall not be allowed. Only normal domestic waste is allowed in the Subdivision wastewater collection system.
11. The Clear Creek Subdivision L.L.C. reserves the right to reject any wastewater that does not meet the Rules and Regulations of the Subdivision.
12. The undersigned agrees to pay a delinquent charge after service has been disconnected. Said charge shall be the payment of the account in full, plus a multiplier of \$25.00 per disconnect.
13. Clear Creek Subdivision, L.L.C. shall have a minimum of 24 hours to cause the reconnection of water service for delinquent payment.
14. The Subdivision will require an inspection of the connection to the system.
15. Any person or persons who issue a bad or insufficient funds check for the payment of wastewater services will be charged a returned check fee according to the rate schedule of the Subdivision. If the returned check is issued before the 25<sup>th</sup> and is not cleared by the 25<sup>th</sup> of any month, the service is subject to disconnection.

16. Any person or persons causing damage (by neglect or intent) to the sewer system operated or maintained by Clear Creek Subdivision, L.L.C. will be assessed a minimum service call charge of \$25.00, plus any charges involved in the repair or maintenance of the system. This shall include, but not be limited to, Labor, Equipment, Materials, and anything further needed in the repair or replacement of Subdivision property.
17. Any person or persons found to be violating any of the Rules and Regulations or Covenants and Restrictions regarding wastewater or State or Federal Laws or Ordinances shall be served by written notice stating the violation and providing a reasonable time limit within which the problem must be corrected. If the violation is a safety issue or health and welfare issue, Clear Creek Subdivision, L.L.C. reserves the right to stop wastewater service immediately.
18. Any person or persons who continue to violate the Rules and Regulations of the District or the State and Federal laws governing wastewater will be fined according to the Rate Schedule of the Subdivision.
19. Lots within Clear Creek Subdivision, L.L.C. that are owned by the developer shall be exempt from the provision of this agreement until such time as a residential structure has been erected on any lot owned by the developer.
20. If an emergency arises please call the office of Clear Creek Subdivision, L.L.C. at (573) - ??? . If the emergency is after hours call the office and follow the directions on the recorder.
21. If disconnection of the service line is needed, please inform Clear Creek Subdivision, L.L.C. at least 24 hours in advance. The Subdivision will inspect to insure that sewer service is disconnected properly.

REMINDER: Bills due by the 15th  
15% added after the 15<sup>th</sup> of the month  
Disconnection of service on the 25th

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(Signature)

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(Name printed or typed)

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(Address)

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(Social Security #)

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(Phone #)

**CLEAR CREEK SUBDIVISION, L.L.C.  
OF MARION COUNTY, MISSOURI**

**WASTEWATER USER AGREEMENT**

THIS AGREEMENT IS MADE THIS 1st day of January, 2014, between CLEAR CREEK SUBDIVISION, L.L.C., a Missouri limited liability company, and the undersigned, who are hereby severally and jointly bound to the terms and conditions hereof.

The undersigned hereby agrees to pay to CLEAR CREEK SUBDIVISION, L.L.C. the sum of \$100.00 per month for the use of the wastewater treatment plant located at the address of the undersigned, and to maintain the same in good working order and condition.