

THARPE INVESTMENT ENTERPRISES, INC.

Lakes and Streams Subdivision

253 Lake Murray Drive, North Augusta, 29841 ~ (803) 441-8868

AGREEMENT FOR THE SALE AND PURCHASE OF NON-POTABLE WATER

FILE: 31-_____

DATE: _____

WHEREAS: The Lakes and Streams Development Company, its successors and/or its assigns, hereinafter termed "supplier", has installed a water system for the supply of **non-potable water** in the Lakes and Streams Subdivision and **WHEREAS:**

_____, a Homeowner in said subdivision, owner of Lot _____ aka _____ is desirous of obtaining water for irrigation and other **non-potable** uses from said system, it is hereby agreed that water will be supplied by the Supplier and purchased by the Homeowner subject to the following conditions:

1. Supplier acknowledges the receipt from Homeowner or approved L&S Bldr of a one-time nonrefundable fee in the amt of :
 - A) \$350.00 meter installation/initial connection fee
 - B) \$50.00 account transfer fee
2. The Homeowner will purchase water from the Supplier at the then prevailing rates of the Supplier.
3. The Supplier will provide the Homeowner with access to the non-potable water supply line via the supplier's water meter, usually installed at the rear of the Homeowner's Lot. Homeowner is responsible to bring the non-potable water onto said property, and for the severing and capping of any pipe by which non-potable water could in anyway be mixed with potable water.
4. The Homeowner acknowledges that his hours of irrigation may need to be adjusted to avoid low water pressure from system overuse at specific hours.
5. The Supplier will use its best efforts to supply water on a 24 hours/day basis and to promptly initiate repairs in the event that water supply is interrupted. However, the Supplier shall not be liable for any damages to plants, grass, etc., that may be injured due to its failure to supply water in a timely manner.
6. The Homeowner may choose to disconnect from the irrigation system at any time with a written notice to the Supplier. A payment of all amounts due shall be made at that time. The Supplier shall be solely responsible for accomplishing the disconnection.
7. The Supplier may terminate service within 30 days, without notice if valid payments are not made as scheduled.
8. The Homeowner shall allow the Supplier access on to, and across, its property at such times as meters shall be read or to make necessary repairs.
9. The water supply plan selected by the Homeowner is 324.00\$/year. (Homeowner may choose to make a larger payment to account for anticipated high water usage.)

Balance due upon submission of this contract is:

\$324.00 Annual Payment
\$ 50.00 One-time Transfer Fee

\$374.00 Total Due (please make your check to "TIE, INC. ESCROW")

10. In May of each year, the Supplier will read the non-potable water meter and Homeowner will be informed of the amount due to reconcile his irrigation escrow account by bringing it to a balance of \$324.00 to continue irrigation water use for the forthcoming 12 month period. Homeowner agrees to bring his account current as directed, paying for used non-potable water upon notice of such underpayment by Supplier.

11. **The Homeowner hereby attests that by signature of this document, the non-potable water provided by the Supplier is, or shall be, physically separated from the supply system of piping which provides potable water to the Homeowner.**

_____ Supplier

_____ Homeowner

Please call 1-800-922-0983 for the location of underground lines prior to digging.