EXHIBIT “1”
TERMS AND CONDITIONS TO WASTEWATER SERVICE APPLICATION

The following terms and conditions apply to this Agreement:

(1) Marion County Code
(2) Marion County Land Development Code
(3) Marion County Rate Resolutions and Ordinances

(4) The issuance of this permit creates no vested rights and shall not be construed as a guarantee of wastewater service capacity. The County may permit connections to its wastewater system only if it may lawfully do so and would not thereby violate any permit, license, restriction, injunctions, moratorium or denial of permission to connect imposed or issued by any court of competent jurisdiction or by any applicable governmental agency. The County makes no other representation or agreement as to the availability of wastewater service in connection with the development of the property described in this permit. The permittee expressly agrees that it shall have no claim or cause of action against the County for its observance of these rules or any such permit, license, restriction, injunction, moratorium or denial of permission to connect its sanitary water lines into the County's Wastewater System. By acceptance of this permit, the permittee hereby waives and relinquishes any right, claim, cause of action or other remedy whatsoever against the County arising from or as a result of the County’s refusal to permit the permittee to connect to the County’s Wastewater System for observance of these rules or for the reason that the connection would violate such permit, license, restriction, injunction, moratorium or denial of permission to connect.

(5) This permit shall be valid for a period of five (5) years from the date of issuance hereof in accordance with the provisions of the Rules, or as those Rules may be amended from time to time, and the validity hereof may be extended upon payment of the applicable rates, fees and charges of the County. Failure to pay said fees at the time and in the manner provided by the County shall cause this permit to expire. Once connection is made and service is provided to the property covered by this permit, this document shall become a customer service agreement applicable to the provision of wastewater service to the property covered hereunder in accordance with its terms for so long and at such times said terms and conditions are complied with.

(6) This permit is transferable in accordance with the Rules.

(7) This permit may be revoked by the County for any of the following reasons: (a) Violation or non-compliance with the terms and conditions of this permit; (b) Violation or non-compliance with the provisions of the Rules; (c) Misrepresentation of fact in the permittee’s application; (d) Mistake of fact, or; (e) Mistake of law.

(8) The permission to connect granted hereunder is conditioned upon and may not occur before the receipt of all necessary governmental permits, licenses, and approvals for, and completion of construction for beneficial occupancy of adequate collection, transmission, treatment, and effluent disposal facilities at or connected to the Marion County Wastewater System. The Applicant agrees to be responsible for providing for the collection and transmission facilities in accordance with the Rules.

(9) The County reserves the right at anytime within ninety (90) days after receipt of the payment of wastewater capital charges to, for any reason, refund said charges and cancel this permit. Said wastewater capital charges shall be non-interest bearing.

(10) Customer hereby grants and gives the County the exclusive right or privilege to construct, own, maintain, and operate the wastewater facilities in, under, over and across the Property up to and including the point of connection. Customer, as part of the Easement hereby further agrees that the foregoing grants include the necessary right of ingress and egress to any part of the Property; that the foregoing grants shall be perpetual.

(11) The Customer, its tenant(s), its successors and assigns agree to pay to the County for monthly service within thirty (30) days after statement is rendered by the County all sums due and payable as set forth in such statement. Upon failure or refusal to pay the amounts due on statements as rendered, the County may, in its sole discretion, terminate service as to the Customer.