

EXHIBIT 4
NORTHWESTERN WATER & SEWER DISTRICT
ACCOMMODATION TAP AGREEMENT

All of the Record Owners ("Owners") of Parcel No. _____, are in need of water/sanitary sewer ("W/SS") service and have requested an accommodation tap from the Northwestern Water & Sewer District ("District"). (See attached legal description).

Since there are no existing District W/SS mains abutting the property; and since there exists nearby water line No. ____/sanitary sewer No. ____ from which W/SS service could be provided for the immediate and **temporary** purpose of providing an accommodation tap,

Now, THEREFORE, should the District grant said tap privilege **all the Owners** of the real property benefitted by the accommodation tap shall agree to the following:

- A. Sign this agreement.
- B. Sign a Waiver of Service and Notice of Hearing for any future W/SS main project that benefits the real property served by the accommodation tap (Exhibit A).
- C. Pay all costs incurred to extend their private service line from the District W/SS main determined by the Executive Director to be accessible to the Owners' real property.
- D. Construct their private W/SS line per District requirements (including warning tape/tracer wire) and will secure all necessary easements at their expense to accomplish the accommodation tap. In acquiring any easement for the purpose of the accommodation tap, the Owners shall include the District as a Grantee of any of the easements and will provide easements for future District W/SS mains adjacent to public ROWs (Exhibit B).
- E. Pay the District's present tap and system development fees prior to connecting to the District's water distribution/sanitary sewer collection system. In addition, pay an accommodation tap fee that equals 50% of any assessment charged to the benefitted property owners of District W/SS main projects the accommodation tap accesses (Exhibit C).
- F. By accepting the accommodation tap, the Owners, their heirs, executors, assigns, and any other future owner of the real property benefitted by the accommodation tap agree to any request for the extension of W/SS service to their property benefitted by the accommodation tap, and agree to sign any petition for water service for the property. In addition, should any W/SS main be constructed by the District which would benefit the real property served by the accommodation tap, they Owners agree to connect to such W/SS main and to disconnect and remove any of the private W/SS lines used to accomplish the accommodation tap. The connection to District W/SS main and removal of the accommodation tap lines shall be done at the Owners' or their successors' sole expense and shall be completed within thirty (30) days of the receipt of written notice from the District that the new W/SS main is ready for use.

The Owners acknowledge that they or their successors will be assessed costs for any future water/sanitary main determined to be necessary by the District's Board of Trustees benefitting the real property that is the subject of the accommodation tap agreement with the District.

The Owners shall receive a credit for the amount of the accommodation tap fee paid pursuant to paragraph "E" toward their assessment for any future W/SS main project deemed necessary by the District's Board of Trustees that benefits the real property and is subject to the accommodation tap agreement with the District. The Owners will pay for the balance of the assessment for any future W/SS main; however, will not receive any refund of the accommodation tap fee set forth in paragraph "E" should the final assessment for any future District waterline project be less than the accommodation tap fee paid.
- G. Sign any and all agreements, including the annexation agreements required by District contracts with any municipality or supplier of water.
- H. Prohibit any other persons, trusts, corporations, partnerships, limited liability companies, or any other entity of any kind to tap or have access to the W/SS lines that are permitted by the accommodation tap agreement with the District.
- I. Provide "as-built" drawings and locate the accommodation tap line when necessary to meet Ohio Utility Protection Service (OUPS) requirement. Accept any and all costs incurred for damage to the accommodation tap if located per OUPS standards where the accommodation tap line falls within public ROWs or District easements.
- J. Provide written notice of the accommodation W/SS tap agreement to all subsequent owners of

the real property that is benefited by the accommodation tap.

- K. Consent to the recording of this accommodation tap agreement in the office of the County Recorder of Wood County, Ohio.
- L. In the event the Owners seek accommodation taps for real property that is in the same general area as real property already benefited by an existing accommodation tap, the District's Board of Trustees may determine that a water main is necessary to serve the subject area, without additional petitions being filed as set forth in Section IX.2.7 of the District's extension policy.

OWNERS:

DATE:

Owner's Signature

Owner's Printed Name

Owner's Signature

Owner's Printed Name

Signed before me in my presence this ____ day of _____, 2008.

Notary Public

Witness:

NORTHWESTERN WATER AND
SEWER DISTRICT

1st Witness Signature

By _____
Jerry Greiner, Executive Director

1st Witness Typed Name

2nd Witness Signature

2nd Witness Typed Name

Signed before me in my presence this _____ day of _____, 2008.

Notary Public

This instrument prepared by: Spitler, Huffman & Newlove, LLP,
131 East Court Street, Bowling Green, Ohio 43402