

TRANSFER OF OWNERSHIP
OF DEVELOPER INSTALLED MAINS

BY VIRTUE OF THIS DOCUMENT, THE UNDERSIGNED DOES SELL, CONVEY, CONVENANT AND ASSIGN ALL RIGHTS AND OWNERSHIP OF WATER MAINS AND APPURTENANCES INSTALLED AT:

(PROJECT NAME)

(LOCATION)

AS NOTED BY THE AS BUILT DRAWINGS AND PER THE MATERIALS ON THE "FINAL ACTUAL COST FORM" WHICH REFLECTS A TOTAL COST FOR MATERIALS AND INSTALLATION OF \$ _____ TO CITIZENS ENERGY GROUP D/B/A CITIZENS WATER, TOGETHER WITH A ONE-YEAR WARRANTY BY THE UNDERSIGNED FOR THE MATERIALS AND WORKMANSHIP FOR SUCH WATER MAINS AND APPURTENANCES.

DEVELOPER'S CERTIFICATION

I certify that no advances or contributions for the construction of the water mains and appurtenances have been made by the owners of any lots being served by these facilities, and there are no agreements which might result in claims that all or some part of the cost of the installed water mains and appurtenances has been contributed by any such person.

It is mutually understood and agreed that the undersigned warrants that goods and merchantable title to the water mains and appurtenances is vested in Developer, free and clear of all liens and or encumbrances. If any liens shall be filed or encumbrance asserted against the water mains and appurtenances, Developer, upon demand by Citizens Energy Group d/b/a Citizens Water shall cause the lien or encumbrance to be satisfied and released at Developer's expense. If Developer fails to satisfy and release any lien or encumbrance against the water mains and appurtenances, Citizens Energy Group d/b/a Citizens Water may withhold any refunds due Developer under the agreement for water main extension associated with the above water mains and appurtenances up to the amount of such lien or encumbrances and discharge costs. Citizens Energy Group d/b/a Citizens Water may then apply such refunds to satisfy and release any such lien, or encumbrance.

The Title to all facilities having been vested in Citizens Energy Group d/b/a Citizens Water all responsibility for repair and maintenance of such facilities shall be borne by Citizens Energy Group d/b/a Citizens Water, subject to the above one-year warranty provided that any construction warranties received by this Developer in connection with the installation thereof shall automatically be assigned to Citizens Energy Group d/b/a Citizens Water (utility owning) for its benefit. Developer hereby assigns all construction warranties received in connection with the installation of the water mains and appurtenances to Citizens Energy Group d/b/a Citizens Water.

It is mutually understood and agreed that Citizens Energy Group d/b/a Citizens Water is a public utility and that its rights and obligations hereunder shall be subject to all applicable orders and rules and regulations of the Indiana Utility Regulatory Commission or other regulatory authorities as may have jurisdiction and accordingly, applies to the operations, maintenance and ownership of these and all facilities described above.

(Corporate Seal Affixed)

Signature

Date

STATE OF INDIANA

SS:

COUNTY OF _____

Before me, the undersigned, a Notary Public in and for said County and State, this _____ day of _____ 20____, personally appeared _____ and acknowledged the execution of the foregoing Transfer of Ownership.

WITNESS my name and office seal:

Notary Public

Name Typed or Printed

My Commission Expires: _____

County of Residence