

when the same is ready for service. The construction of these "T's" or stub-outs shall be at no charge to Pebblepart, Ltd. provided, however, that this term or condition shall not be construed as a waiver of any "tap-on fees" or charges of Metropolitan Sewer Subdistrict now or hereafter in effect. It is expressly understood and agreed that such "tap-on fees" shall apply in the case of each connection to the sanitary sewer line of Metropolitan Sewer Subdistrict.

3. In the event of any conflict in the language contained in the rights of way granted by Pebblepart, Ltd. to Metropolitan Sewer Subdistrict dated October 31, 1979 and the language contained in this agreement, the language contained herein shall govern and control.

IN WITNESS WHEREOF, the undersigned have executed and entered into this agreement this the 15th day of January, 1980.

In the presence of:

[Signature]
Harold P. Watson

A. Mavin Pratt

Stephen J. McDavid

PEBBLEPART, LTD.

By: [Signature]

METROPOLITAN SEWER SUBDISTRICT

By: [Signature]
Chairman

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