21-20820.00 Nº 5531

FALL CREEK REGIONAL WASTE DISTRICT

9378 S 650 WEST, P.O. BOX 59, PENDLETON, IN 46064 765-778-7544

AGREEMENT FOR SANJTARY SEWER SERVICE

This Agreement made and entered into this stay of the content of the property and and connection to the property and sufficiency of which is hereby acknowledged, agree as follows: 1. The Applicant agrees that all workmanship and materials shall conform to all District ordinances and the District's constitution standards. District most accept and approve all work and materials before backfilling and final connection is made to the sever mains. Any violation of this provision will cause all lines and appurtenances in violation to be removed and replaced at the Applicant's premises at all reasonable times to inspect, repair, or replace any equipment used in councetion with the District's service or which has an impact on said service. 2. The District shall have the right to enter upon the Applicant's premises at all reasonable times to inspect, repair, or replace any equipment used in councetion with the District's service or which has an impact on said service. 3. The Applicant shall be responsible for all monthly user rate, capacity charges, and tap feec. The failure to pay any rate charge or fee may result in a lien against the property and/or the termination of service to the property, the cost of which will be borne by Applicant, including, but not limited to, all attorney's fees and collection costs. 4. The District shall not be responsible for my damages as a result of any failure to supply service unless said damages are due to default, neglect or culpability on the part of the District. 5. If there is an available sanitary sewer within three bundred (300) feet of the property line, the property and the terms of this Agreement bind the District's sanitary sewer system. 6. The Applicant and District agree that the provision of sanitary sewer service touches and concerns the property and the terms of this Agreement bind the District's and Applicant and	This a second and and and into this 'Sth	ADCIL 200 5 hoteron BALL CREEK
regarding the provision of standary service, and the proposition of the mutual promises set out in this Agreement, the receipt and sufficiency of which is hereby acknowledged, agree as follows: 1. The Applicant agrees that all worksamship and materials shall conform to all District ordinances and the District's construction standards. District must accept and approve all work and materials before backfilling and final connection in smale to the sever minss. Any violation of this provision will cause all lines and appurtenances in violation to be removed and replaced at the Applicant's expense. 2. The District shall have the right to enter upon the Applicant's premises at all reasonable times to inspect, repair, or replace any equipment used in connection with the District's service or which has an impact on said service. 3. The Applicant shall be responsible for all monthly user rates, capacity charges, and tap fees. The failure to pay any rate charge or fee may result in a licen against the property and/or the termination of service to the property, the cost of which will be borne by Applicant, including, but not limited to, all automy's fees and collection costs. 4. The District shall not be reponsible for any damages as a result of any failure to supply service unless said damages are due to default, neglect or culpability on the part of the District. 5. If there is an available sanitary sewer within three hundred (300) feet of the property line, the property of the termination of service to unless said damages are due to default, neglect or culpability on the part of the District. 6. The Applicant and District agree that the provision of sanitary sewer service touches and concerns the property and the terms of this Agreement bind the District and Applicant and their heirs, executors, unfinitiations, present persentalities, successors, gents, attorneys, assigns, designees, and transferces. The parties hereto have read and fally understand the above provisions and agree to comply with said provisions.	REGIONAL WASTE DISTRICT ("District") and	10 Gan ("Applicant")
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C.P. MORGAN COMMUNITIES, LP CONSTRUCTION ACCOUNT

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4/18/2005

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Fall Creek Regional Waste Dist

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