

16-50738

Fall Creek Regional Waste District
9378 S 650 W, P.O. Box 59, Pendleton, IN 46064
765-778-7544

#6581

Agreement for Sanitary Sewer Service

This Agreement made and entered into this 15 day of July, 2016, between Fall Creek Regional Waste District ("District") and Arthur Homes ("Applicant") regarding the provision of sanitary sewer service, and the assignment of capacity in and connection to, the District's facilities for the premises located at Hortzinger Farms Lot 41
1617 Maplewood Ln

Now therefore, the parties, in consideration 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 workmanship 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 is made to the sewer mains. 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 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 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 owner shall be required to connect to 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 and Applicant and their heirs, executors, administrators, personal representatives, successors, agents, attorneys, assigns, designees, and transferees.

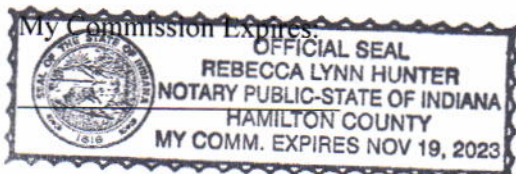
The parties hereto have read and fully understand the above provisions and agree to comply with said provisions.

FALL CREEK REGIONAL WASTE DISTRICT
Rebecca Lynn Hunter
Signature

APPLICANT
Arthur Homes
Signature

STATE OF INDIANA)
) SS:
COUNTY OF MADISON)

SUBSCRIBED and sworn to before me this 15 day of July, 2016



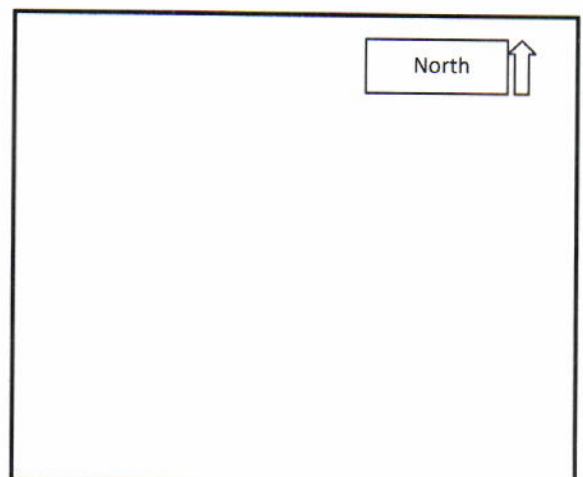
Signature Rebecca Lynn Hunter
Printed Rebecca Lynn Hunter
Notary Public
Resident of Hamilton County

Inspector Steve Date Inspected 9.1.16 Approved _____ Rejected _____

Reason for Rejection _____
Date Reinspected _____ Approved _____ Rejected _____

Notes:

Size Pipe _____ Type Pipe _____
Basement Yes _____ No _____
Sump Pump Yes _____ No _____
Downspout to Ground Yes _____ No _____
Septic Tank Pumped & Filled Yes _____ No _____
Contractor _____
Special Conditions _____
Existing Home _____
New Construction _____



2 Pictures attached

11417 Maplewood

Huntzinger Farms Lot 41

9.1.16



11617 Maplewood

Huntzinger Farms Lot 41

9-1-16



ARBOR HOMES, L.L.C.
PERMIT ACCOUNT
6626 E. 75TH STREET, SUITE 400
INDIANAPOLIS, IN 46250



71-65/749
First Merchants Bank
www.firstmerchants.com

COPY 07950

DATE 7/14/2016

PAY
TO THE
ORDER OF Fall Creek Regional Waste District

\$ 3,370.00

Three Thousand Three Hundred And Seventy Dollars And 0/100

DOLLARS

FOR HUNTZ 41



BY:

NOT VALID FOR AMOUNTS OVER \$10,000

AUTHORIZED SIGNATURE