

#6443

## Agreement for Sanitary Sewer Service

16-60170-180

This Agreement made and entered into this 8<sup>th</sup> day of FEBRUARY, 2012, between Fall Creek Regional Waste District ("District") and NICK WININGS / CORONADO ("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 1661 FAIRWEATHER DRIVE PENDLETON.

**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 F. McClintick*  
 Signature

APPLICANT

Signature \_\_\_\_\_

[illegible]

SUBSCRIBED and sworn to before me this 8<sup>th</sup> day of FEBRUARY, 20 12

My Commission Expires:

Signature Rebecca A. McClintich



**Commission Expires May 19, 2016**  
**A Resident of**  
**Madison County, Indiana**  
**Rebecca A. McClintick, Notary Public**

Printed

Notary Public

Resident of \_\_\_\_\_ County \_\_\_\_\_

\*\*\*\*\*

Inspector\_\_\_\_\_ Date Inspected\_\_\_\_\_ Approved\_\_\_\_\_ Rejected\_\_\_\_\_

Reason for Rejection\_\_\_\_\_

Date Reinspected	Approved	Rejected
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Notes:

Size Pipe \_\_\_\_\_ Type Pipe \_\_\_\_\_

Basement Yes No

Sump Pump Yes No

Downspout to Ground Yes No

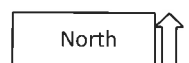
Septic Tank Pumped & Filled Yes No

Contractor \_\_\_\_\_

Special Conditions

Existing Home \_\_\_\_\_

New Construction \_\_\_\_\_



see  
attached

Commission Expires May 18, 2016  
A. P. [illegible]  
Madison County, Indiana  
Rebecca A. McDaniel, Notary Public



27116



**CORONADO RIDGE DEVELOPMENT CORP**

PO BOX 647  
WESTFIELD, INDIANA 46074

71-65/749

2/3/12

PAY TO THE ORDER OF Fall Creek Regional Waste

\$ \*\*3,370.00

Three Thousand Three Hundred Seventy and 00/100\*\*\*\*\* DOLLARS

Fall Creek Regional Waste  
P.O. Box 59  
Pendleton, IN 46064-0059

AUTHORIZED SIGNATURE

MEMO

THIS DOCUMENT CONTAINS HEAT SENSITIVE INK. TOUCH OR PRESS HERE - RED IMAGE DISAPPEARS WITH HEAT.

⑈027116⑈ ⑆074900657⑆ 9000861038⑈

CORONADO RIDGE DEVELOPMENT CORP  
Fall Creek Regional Waste

Sewer

2/3/12

27116  
3,370.00

Checking Account

3,370.00

Details on back  
Security Features Included



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

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COPY

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HUNTZINGER FARMS, COLD SPRING, LOT 10  
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The parties hereto have read and fully understand the above provisions and agree to comply with said provisions.

FALL CREEK REGIONAL WASTE DISTRICT  
Rebecca A. McClintick  
Signature

APPLICANT  
Nick Warnings  
Signature

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MADISON )

SUBSCRIBED and sworn to before me this 8<sup>th</sup> day of FEBRUARY, 20 12

My Commission Expires:

Signature Rebecca A. McClintick



Commission Expires May 19, 2016  
A Resident of  
Madison County, Indiana  
Rebecca A. McClintick, Notary Public

Printed \_\_\_\_\_  
Notary Public  
Resident of \_\_\_\_\_ County

\*\*\*\*\*

Inspector JT Date Inspected 3-16-12 Approved ✓ Rejected \_\_\_\_\_

Reason for Rejection \_\_\_\_\_

Date Reinspected \_\_\_\_\_ Approved \_\_\_\_\_ Rejected \_\_\_\_\_

Notes:

Size Pipe 6" Type Pipe SDR35

Basement Yes \_\_\_\_\_ No X

Sump Pump Yes \_\_\_\_\_ No \_\_\_\_\_

Downspout to Ground Yes \_\_\_\_\_ No \_\_\_\_\_

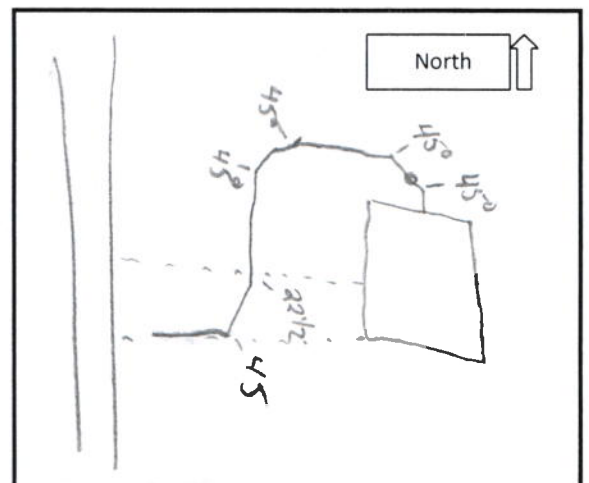
Septic Tank Pumped & Filled Yes \_\_\_\_\_ No \_\_\_\_\_

Contractor MANN

Special Conditions \_\_\_\_\_

Existing Home \_\_\_\_\_

New Construction ✓



COPY