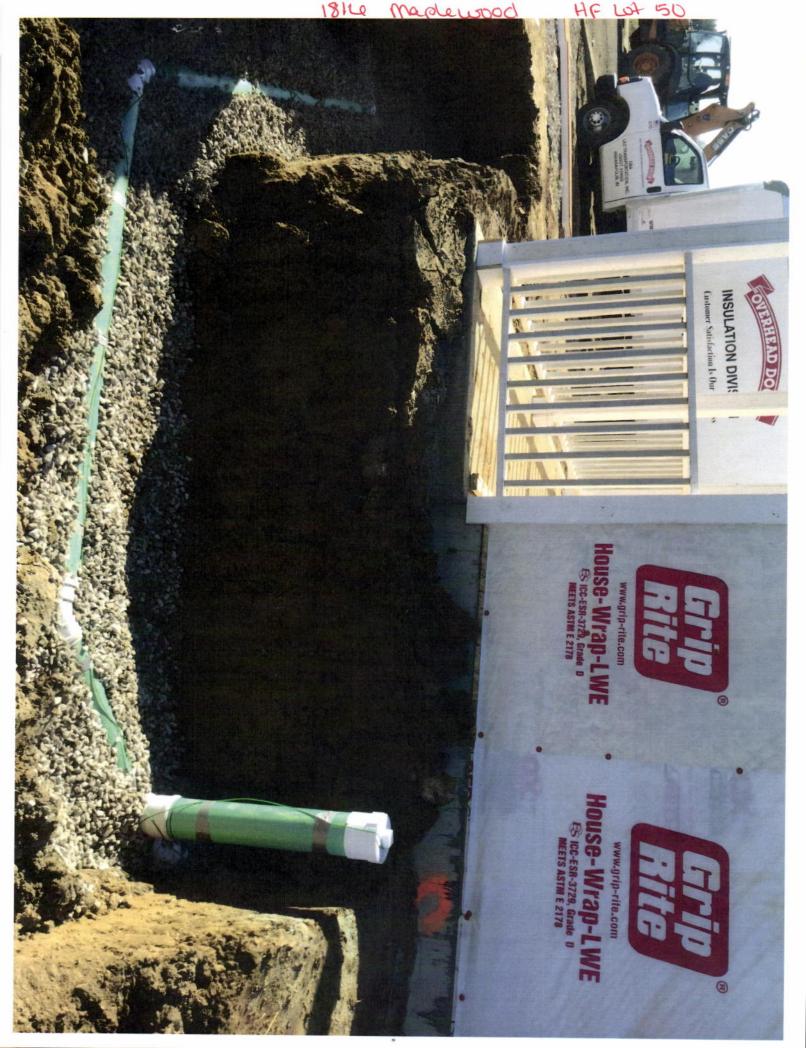
This Agreement made and entered into this <u>5</u> day of <u>NOV</u>, 20 <u>15</u> between Fall Creek Regional Waste District ("District") and <u>Acbor Homos LLC</u> ("Applicant") regarding the provision of sanitary sewer service, and the assignment of capacity in and connection to, the District's facilities for the premises located at <u>1816</u> <u>Mapk Wood</u> CH. Perd <u>1040</u>, <u>TN</u> <u>4606</u>

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:

- 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.
- 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	APPLICANT Signature
STATE OF INDIANA)) SS: COUNTY OF MADISON)	
SUBSCRIBED and Sworn to before me this OFFICIAL SEAL RACHEL ELAINE ANDERSON MADISON COUNTY MY COMM. EXPIRES OCTOBER 23, 2021	5 day of <u>NOV</u> , 2015 Signature <u>Rockel E. Anderson</u> Printed <u>Rachel E. Anderson</u> Notary Public Resident of <u>Madeson</u> County
Inspector Don Date Inspected 5-14 Reason for Rejecton Date Reinspected Date Reinspected Notes: Size Pipe 4 Type Pipe PVC	*********************
Basement Yes No Sump Pump Yes No Downspout to Ground Yes No Septic Tank Pumped & Filled Yes No Contractor V2.WATSOV Special Conditions Existing Home New Construction	North 1876
	1 picture attached



PER 6626 E. 7	R HOMES, L.L.C. RMIT ACCOUNT 5TH STREET, SUITE 400 ANAPOLIS, IN 46250	71-65/749 First Merchants Bank	027609	
		DATE_10/20/2015	DATE 10/20/2015	
PAY TO THE ORDER OF	Fall Creek Regional Waste Distric	t\$	3,370.00	
Three Thousand Three Hundred And Seventy		l Seventy Dollars And 0/100	DOLLARS	
FOR	HUNTZ 50	NOT VALID FOR AMOUNTS OVER \$10,00	10	

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Rec. # 010401 Capfee) pd 11-575 Tapfee . Huntzinger Farms.