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

This Agreement made and entered into this 22 day of <u>January</u>, 2014, between Fall Creek Regional Waste District ("District") and <u>Arbor Horses</u>. <u>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 2092 Cold Springs Dr. Pendleton IN 46004.

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.

1	FALL CREEK REGIONAL WASTE DISTRICT	APPLICANT
	Signature	Signature
	STATE OF INDIANA )	
	) SS: COUNTY OF MADISON )	
	Not	achel E. Anderson
	***************************************	**********
	Inspector <u>SN</u> Date Inspected <u>3/15/16</u> Approved <u>6</u> Reason for Rejecton <u>Date Reinspected</u> Approved <u>Notes:</u> Size Pipe <u>6</u> Type Pipe <u>35</u>	
	Basement <u>Yes No</u> Sump Pump <u>Yes No</u>	North
	Downspout to Ground <u>Yes No</u> Septic Tank Pumped & Filled <u>Yes No</u> Contractor <u>Dr Watson</u> Special Conditions Existing Home New Construction	eo

f # 63 D



9EF 6626 E. 7	OR HOMES, L.L.C. RMIT ACCOUNT 5TH STREET, SUITE 400 ANAPOLIS, IN 46250	71-65/749 First Merchants Bank	027956	
		DATE1/6	/2016	
PAY TO THE ORDER OF	Fall Creek Regional Waste District		\$ 3,370.00	
	Three Thousand Three Hundred And Seventy Dollars And 0/100			
		NOT VALID FOR AMOUNTS OVER STUDIO		
FOR	HUNTZ 63	BY:		
	Rea to	AUTHORIZED SIGNATU	RE	

Rec. # 010424 Pd Tap + Cap fee on 1-22-16

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