

FALL CREEK REGIONAL WASTE DISTRICT

9378 S 650 WEST, P.O. BOX 59, PENDLETON, IN 46064

765-778-7544

AGREEMENT FOR SANITARY SEWER SERVICE

This Agreement made and entered into this 14<sup>th</sup> day of January, 2005, between FALL CREEK REGIONAL WASTE DISTRICT ("District") and Marsh Supermarkets ("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 3015 W US 36, 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

Signature

APPLICANT

Signature

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MADISON )

SUBSCRIBED and sworn to before me this 14<sup>th</sup> day of January, 2005.

My Commission Expires:

2-20-2008

Signature

Printed

Notary Public  
Resident of Madison County

INSPECTOR Tim DATE INSPECTED 2-10-05 APPROVED ✓ REJE

REASON FOR REJECTION

DATE REINSPECTED APPROVED REJE

NOTES:

SIZE PIPE 6" TYPE PIPE SOL 35

BASEMENT YES ☒ NO

SUMP PUMP YES ☒ NO

DOWNSPOUT TO GROUND YES ☒ NO

SEPTIC TANK PUMPED & FILLED YES NO

CONTRACTOR millenium Contractors

SPECIAL CONDITIONS Marsh store only

EXISTING HOME

NEW CONSTRUCTION ☒

Map attached  
to physical  
copy of permit

SEE  
Attached  
Plans

SECURITY FEATURES LISTED ON BACK.

DO NOT CASH IF ANY ARE MISSING.

**MARSH SUPERMARKETS, LLC.**

71-1614  
749

DATE  
01/14/05

CHECK NO.  
2042226

PAY TO THE ORDER OF **41,515.00**  
ONLY **41,515.00** CTSCTS

\*\*\*\*\*\$41,515.00

**PAY** FORTY ONE THOUSAND FIVE HUNDRED FIFTEEN DOLLARS AND 00 CENTS .....

TO THE **FALL CREEK REGIONAL WASTE DISTRICT**  
ORDER OF **PO BOX 59**

**PENDLETON, IN. 46064**

**FIRST MERCHANTS BANK, N.A.**  
MUNCIE, INDIANA

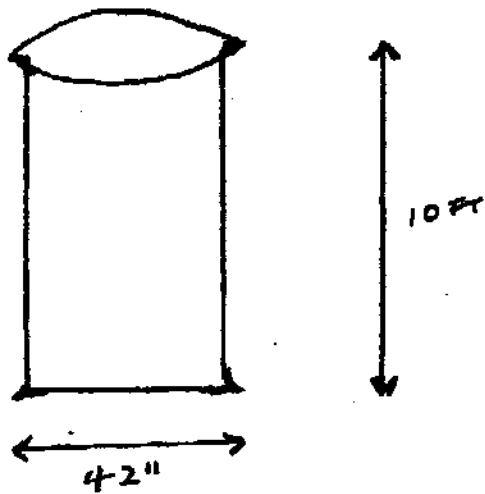
AP CHECK

VOID AFTER 90 DAYS

*Don E. Marsh*

⑈ 2042226⑈ ⑆074914148⑆

# LIFT STATION

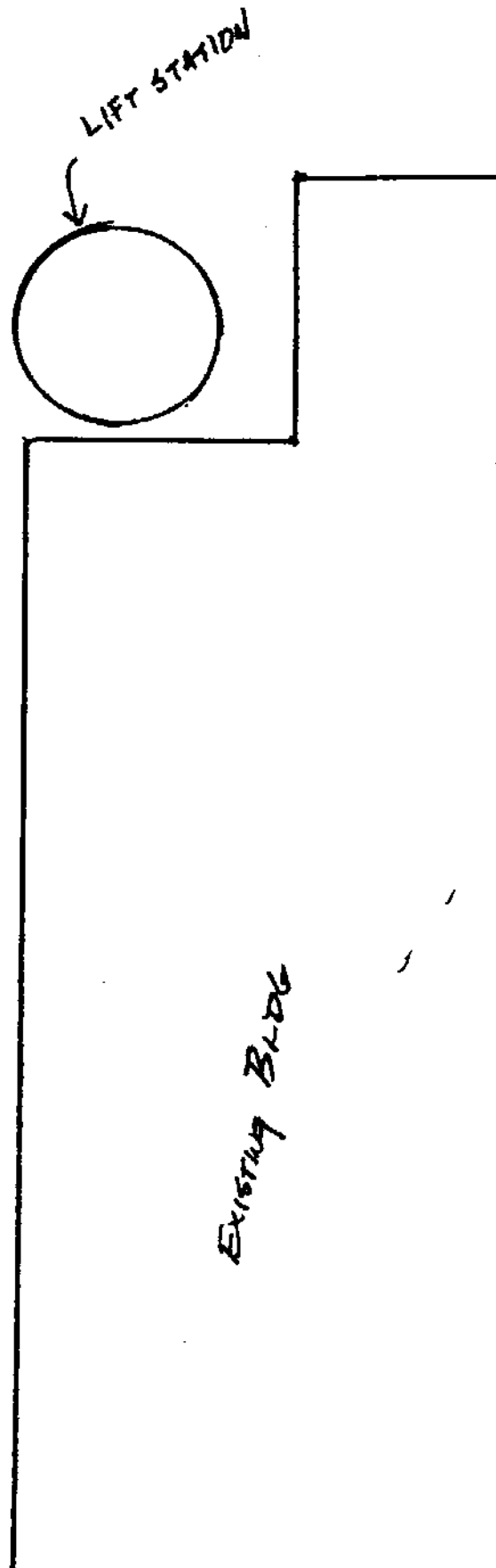


ZOEILAR Duplex LIFT  
STATION

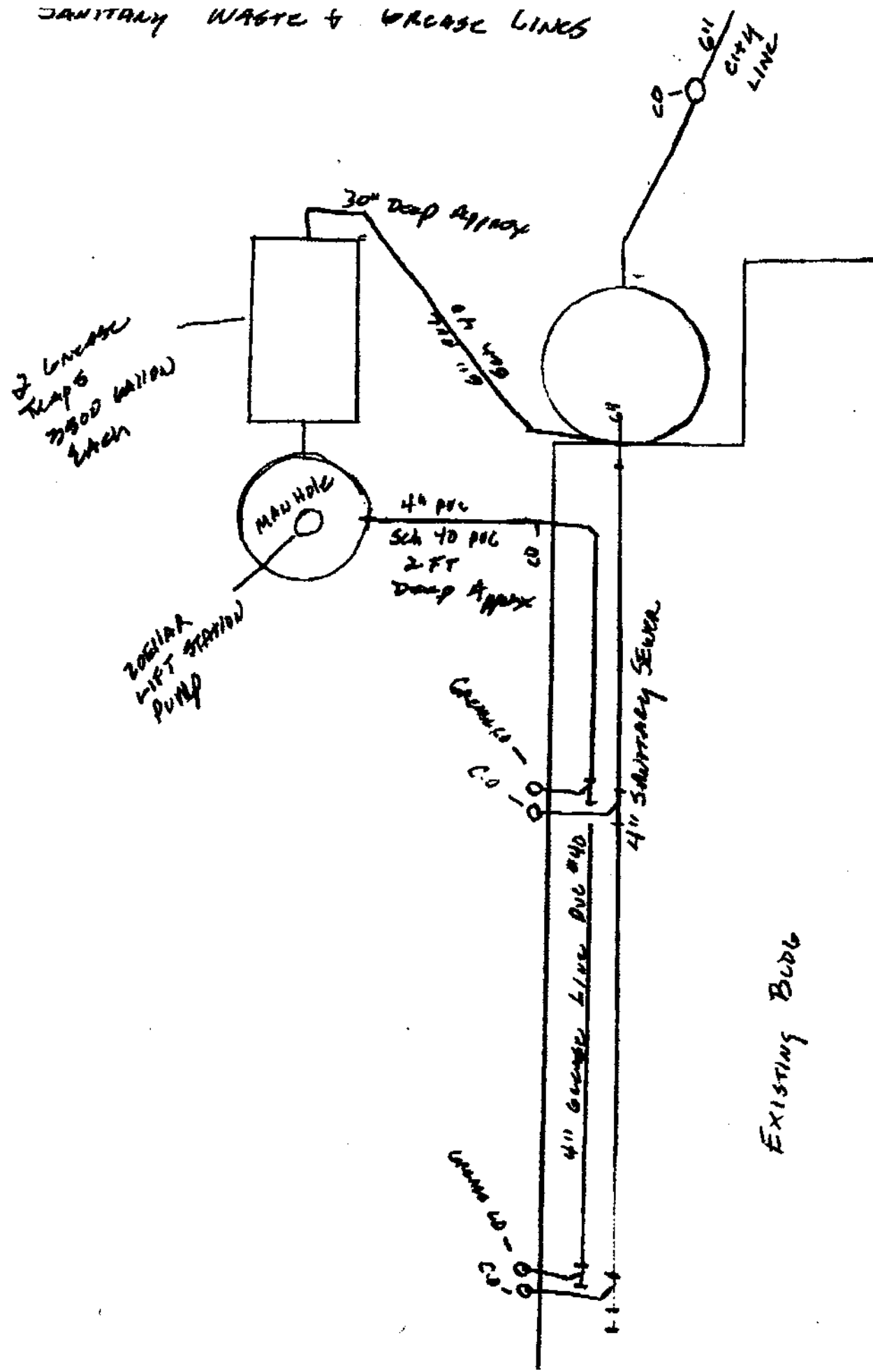
2-PUMPS 3hp 230V 3 Phase

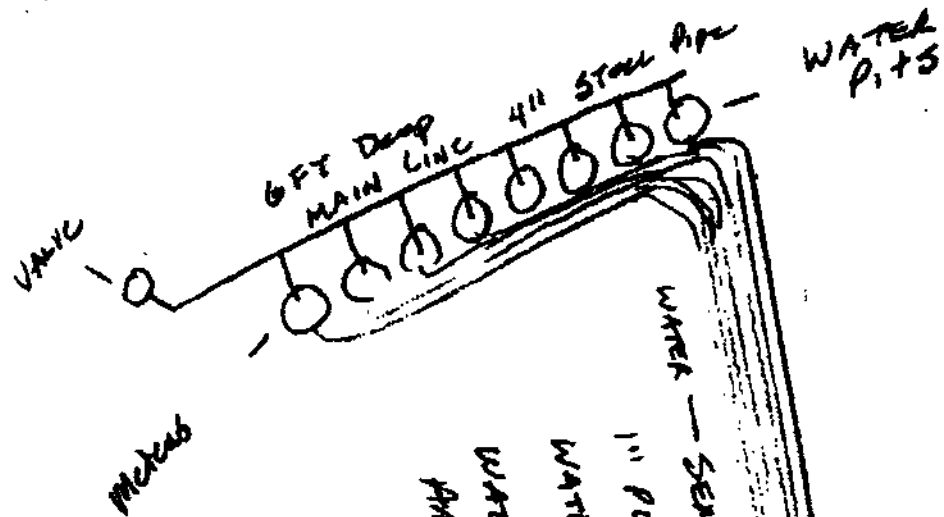
1-NEMA CONTROL PANEL

1-PIT FIBERGLASS - CUSTOM  
MADE (VAULT)



# SANITARY WASTE & GREASE LINES





WATER — SEW LINE'S  
1" POLY UNDERGROUND PIPE — 200 PSI  
WATER PIPING DEPTH 4 FT Deep Approx  
WATER SEW LINES — HAVE 4" SLOPE  
AROUND PIPING FOR PROTECTION

