

Agreement for Sanitary Sewer Service



This Agreement made and entered into this 17th day of OCTOBER, 2022, between Fall Creek Regional Waste District ("District") and SMITH & PERRY ("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 ARABIAN POINTE LOT 4.

Street Address: 438 S. MAIN STREET

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. McClintich

APPLICANT

APPLICANT

Signature

[illegible]

SUBSCRIBED and sworn to before me this 17th day of OCTOBER, 20 22

My Commission Expires:

Signature Rebecca F. McClinton



**OFFICIAL SEAL
REBECCA A. MCCLINTICK
COMMISSION NUMBER NP0737324
NOTARY PUBLIC-STATE OF INDIANA
MADISON COUNTY
MY COMM EXPIRES NOV 8, 2029**

Printed

Notary Public
Resident of _____ County

Inspector Kyle Date Inspected 11/16/22 Approved ✓ Rejected _____
Reason for Rejection _____

Date Reinspected _____ Approved _____ Rejected _____

Notes:

Size Pipe 6" Type Pipe SDR 35

Basement Yes No

Sump Pump Yes No

Downspout to Ground Yes No

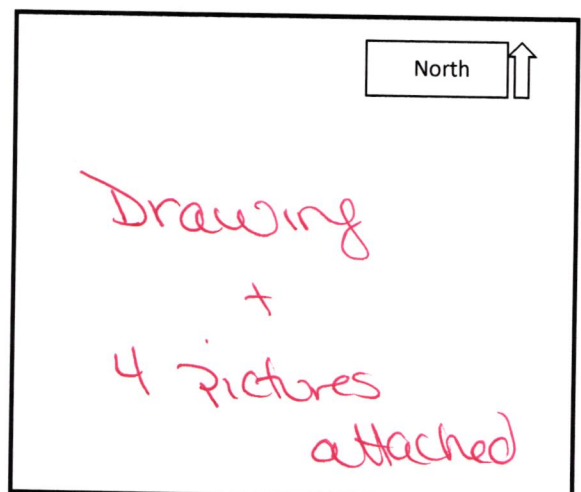
Septic Tank Pumped & Filled Yes No

Contractor Feslev Exv.

Special Conditions

Existing Home

New Construction ☒



MY COMM EXPIRES NOV 8, 2028
MADISON COUNTY
NOTARY PUBLIC-STATE OF INDIANA
COMMISSION NUMBER 19071234
REBECCA A. MCCLINTOCK
OFFICIAL SEAL

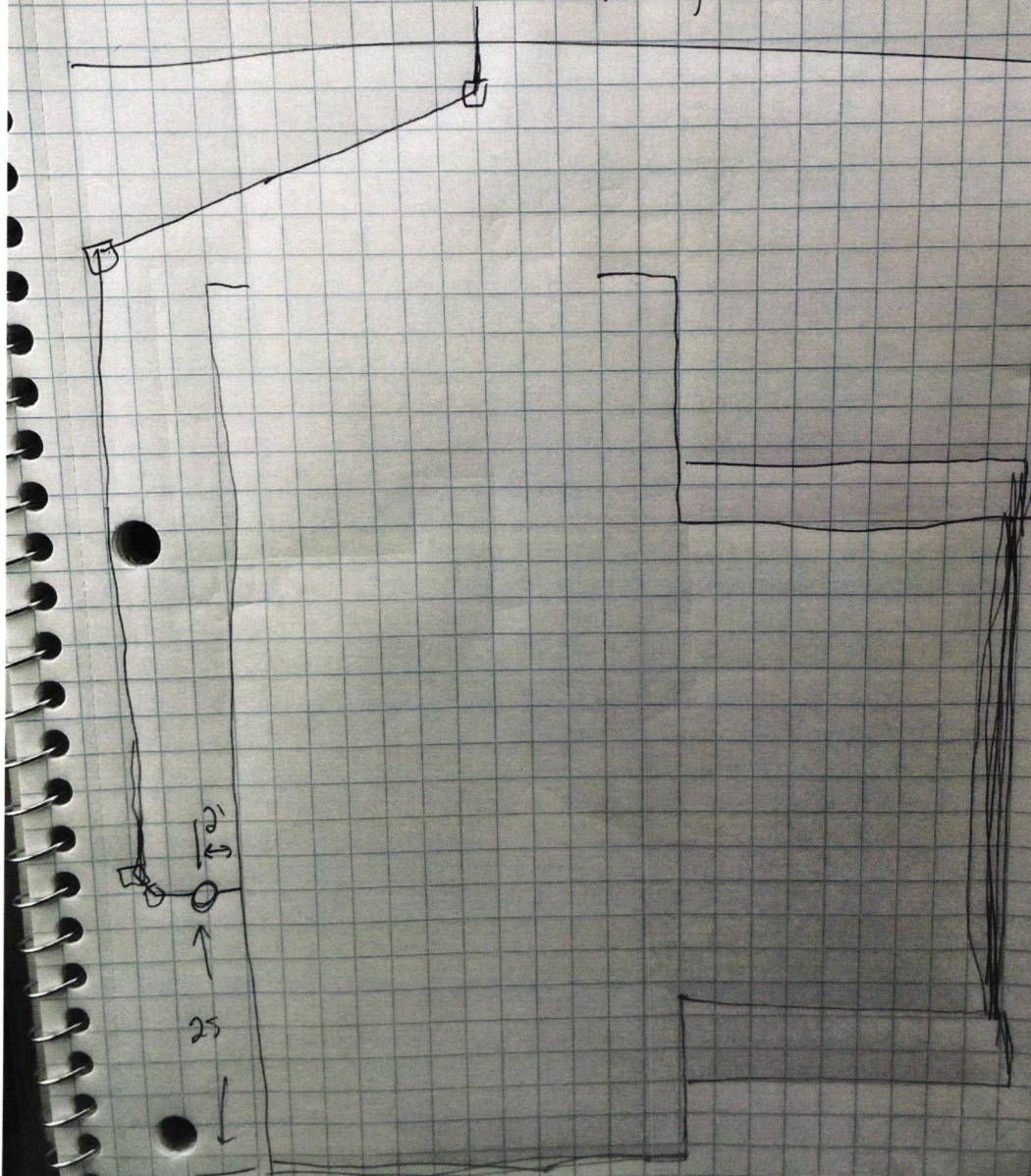


Arabian Point Lot #4
Tyler Fesler

11/16/22

→ N

Alley











SMITH & PERRY ENTERPRISE LLC
510 S MAIN ST
PENDLETON IN 46064

401

71-208/749

10/17/22

Pay to the
Order of

Fall Creek Regional Waste

Four thousand one hundred sixty

\$ 4,160.00

00/100

Dollars



Photo
Safe
Deposit®
Details on back



For

[Signature]

MP