

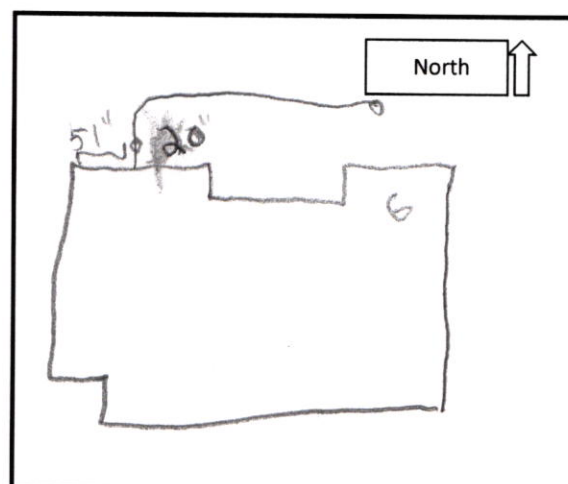
#6995

This Agreement made and entered into this 18 day of Sept, 2017, between Fall Creek Regional Waste District ("District") and Musfin Builders ("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 lot # 50 P.P.

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.

4 Picture attached







MUSTIN BUILDERS, INC.
810 CENTRAL AVENUE
ANDERSON, IN 46012
PH. 765-644-8502

STAR
Financial Bank
PO Box 11409 • Fort Wayne, IN 46858-1409
71-1677749

306609

Twenty Thousand Two Hundred Twenty & 00/100

DATE

9-18-13

CHECK NO.

306609

AMOUNT

\$20,220.09

PAY

TO THE

ORDER

OF

FCRUD

[Signature]

AUTHORIZED SIGNATURE

MP

lec #011025