

26-00270.00

FALL CREEK REGIONAL WASTE DISTRICT

4624

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 15<sup>th</sup> day of August, 2002, between FALL CREEK REGIONAL WASTE DISTRICT ("District") and Pine Lake ("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 5435 W SR 38.

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

APPLICANT

Signature

Signature

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MADISON )

SUBSCRIBED and sworn to before me this 15<sup>th</sup> day of August, 2002.

My Commission Expires:

Signature

Printed

Notary Public

Resident of Madison County

\*\*\*\*\*  
INSPECTOR B DATE INSPECTED 8-22-02 APPROVED ✓ REJECTED       

REASON FOR REJECTION       

DATE REINSPECTED        APPROVED        REJECTED       

NOTES:  
SIZE PIPE 4" 1.5 TYPE PIPE PVC

BASEMENT YES        NO ✓

SUMP PUMP YES        NO ✓

DOWNSPOUT TO GROUND YES ✓ NO       

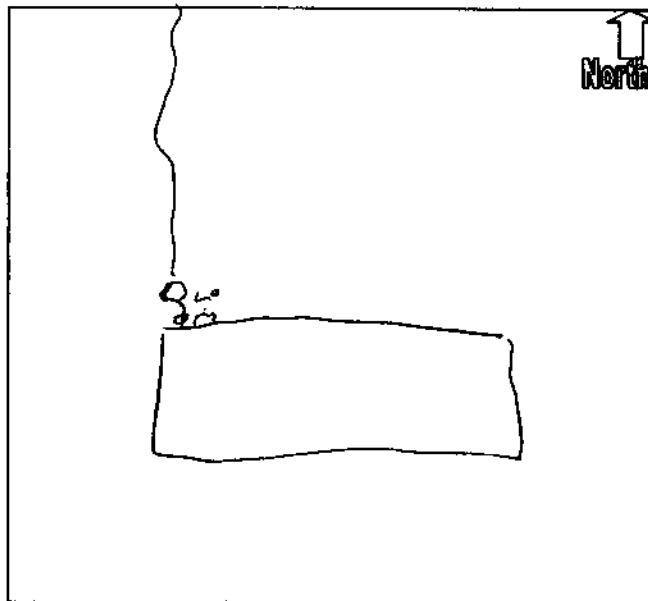
SEPTIC TANK PUMPED & FILLED YES        NO       

CONTRACTOR Tom McCurdy

SPECIAL CONDITIONS       

EXISTING HOME ✓

NEW CONSTRUCTION       



# FALL CREEK REGIONAL WASTE DISTRICT

No 6062

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 26<sup>th</sup> day of July, 2006, between FALL CREEK REGIONAL WASTE DISTRICT ("District") and Pine Lakes LLC ("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 W SR 38 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

APPLICANT

Signature

Signature

STATE OF INDIANA )

) SS:

COUNTY OF MADISON )

SUBSCRIBED and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 200 \_\_\_\_.

My Commission Expires:

Signature

Printed

Notary Public

Resident of Madison County

\*\*\*\*\*

INSPECTOR \_\_\_\_\_ DATE INSPECTED \_\_\_\_\_ APPROVED \_\_\_\_\_ REJECTED \_\_\_\_\_

REASON FOR REJECTION \_\_\_\_\_

DATE REINSPECTED \_\_\_\_\_ APPROVED \_\_\_\_\_ REJECTED \_\_\_\_\_

NOTES:

SIZE PIPE \_\_\_\_\_ TYPE PIPE \_\_\_\_\_

BASEMENT YES NO

SUMP PUMP YES NO

DOWNSPOUT TO GROUND YES NO

SEPTIC TANK PUMPED & FILLED YES NO

CONTRACTOR \_\_\_\_\_

SPECIAL CONDITIONS \_\_\_\_\_

EXISTING HOME \_\_\_\_\_

NEW CONSTRUCTION \_\_\_\_\_



ROBERT C MALT

JULIE MALT

1897 PALM BCH LAKES BLVD SUITE 211  
WEST PALM BEACH, FL 33409-3508

GRAND BANK & TRUST OF FLORIDA  
WEST PALM BEACH, FL 33409  
63-1446/670 1

4279

7/20/2006

PAY TO THE  
ORDER OF

Fall Creek Regional Waste District

\$ \*\*28,555.00

Twenty-Eight Thousand Five Hundred Fifty-Five and 00/100\*\*\*\*\*

DOLLARS

Fall Creek Regional Waste District  
9378 South 650 West  
Pendleton, Indiana 46064

MEMO

Pine Lake Indy, LLC Sanitary Sewer Service Agreement

*Julie M Malt*  
MP

AUTHORIZED SIGNATURE

⑈004279⑈ ⑈067014466⑈

Details on Back  
Security Features Included

ROBERT C MALT  
JULIE M MALT  
1897 Palm Beach Lakes Blvd., #211  
West Palm Beach, FL 33409

Wachovia  
Wachovia Bank, N.A.  
wachovia.com  
63-643/670

1527

4/7/2007

PAY TO THE ORDER OF Fall Creek Regional Waste District

\$ \*\*15,595.00

Fifteen Thousand Five Hundred Ninety-Five and 00/100\*\*\*\*\* DOLLARS

Fall Creek Regional Waste District  
9378 South 650 West  
Pendleton, Indiana 46064

MEMO

Pine Lake Indy, LLC

  
AUTHORIZED SIGNATURE

⑈001527⑈ ⑆067006432⑆