

FALL CREEK REGIONAL WASTE DISTRICT

9378 S 650 WEST, P.O. BOX 59, PENDLETON, IN 46064
765-778-7544

AGREEMENT FOR SANITARY SEWER SERVICE

add order
on file

4377

See attached

26-02940.01

This Agreement made and entered into this 11th day of May, 2001, between FALL CREEK REGIONAL WASTE DISTRICT ("District") and Jaye Rogers Caldwell ("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 5739 S. Hobbs Dr. Anderson

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
Teresa K. Hutton
Signature

APPLICANT
Jaye Rogers Caldwell
Signature

STATE OF INDIANA)
) SS:
COUNTY OF MADISON)

SUBSCRIBED and sworn to before me this 11th day of May, 2001.

My Commission Expires:
4-19-2001

Signature Teresa K. Hutton

Printed Teresa K. Hutton
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 _____



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 10th day of May, 2001, between FALL CREEK REGIONAL WASTE DISTRICT ("District") and Chris Caldwell ("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 5739 Hobbs Drive.

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.
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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 _____ day of _____, 200__.

My Commission Expires:

Signature _____

Printed _____

Notary Public
Resident of Madison County

INSPECTOR B DATE INSPECTED 5-9-01 APPROVED ✓ REJECTED _____

REASON FOR REJECTION _____

DATE REINSPECTED _____ APPROVED _____ REJECTED _____

NOTES:

SIZE PIPE 6 TYPE PIPE 35

BASEMENT YES _____ NO X

SUMP PUMP YES _____ NO X

DOWNSPOUT TO GROUND YES X NO _____

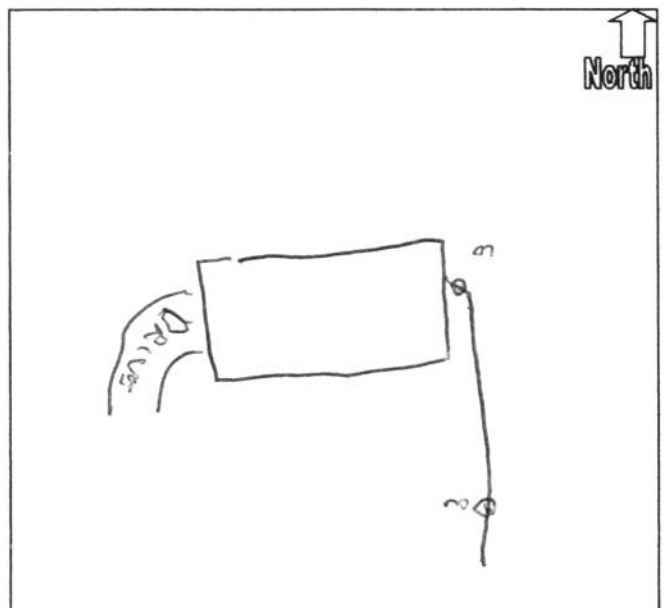
SEPTIC TANK PUMPED & FILLED YES X NO _____

CONTRACTOR Audy Fessler

SPECIAL CONDITIONS _____

EXISTING HOME X

NEW CONSTRUCTION _____



H O L E # 5 A T L A S S E N D A S

CHRISTOPHER L. CALDWELL
JAYE ROGERS CALDWELL
PH. 765-778-7739
5739 S HOBBS DR.
ANDERSON, IN 46013

71-553/749
0000930

3768

Date 5/11/01

Pay FCRWD

To the order of

Four hundred and 00/100

\$ 400.00

Dollars

Security Features
Included.
Details on Back.



Madison
Community Bank

Memo

Tap fee

Jaye Rogers Caldwell MP

⑆074905539⑆ 000 093 01 3768

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TEE TO GREEN

CHRISTOPHER L. CALDWELL
JAYE ROGERS CALDWELL
PH. 765-778-7739
5739 S HOBBS DR.
ANDERSON, IN 46013

71-553/749
0000930

3786

Date 5/25/01

Pay FCRWD

to the order of

Two thousand forty six and 60/100

\$2046.60

Dollars

Security Features
Included
Details on Back.

Madison
Community Bank

Memo Acct # 26-02940.01

Jaye Rogers Caldwell

MP

⑆074905539⑆ 000 093 011 3786

SEE TO GREEN

permit #4375



