D.01080-L

Fall Creek Regional Waste District 9378 S 650 W, P.O. Box 59, Pendleton, IN 46064 765-778-7544 Agreement for Sanitary Sewer Service

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This Agreement made and entered into this 2 day of 2012, 2012, between Fall Creek Regional Waste District ("District") and <u>Control of Control </u>

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 TEGIONAD WASTE DISTRICT - APPLICANT
STATE OF INDIANA)
) SS: COUNTY OF MADISON )
SUBSCRIBED and sworn to before me this $20 \text{ day of } 20 \text{ day}$ , 20
My Commission Expires November 20, 2015 A Resident of Hamilton County, Indiana Rebecca Lynn Hunter, Notary Public Resident of Hamilton County and the county for the county of the county for the county for the county of the county for the county of the county for the county of the county for the county for the county of the county for the county of the county for the county of the county of the county of the county of the county for the county of the county
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Inspector Date Inspected 9-21-12 Approved Rejected
Date Reinspected Approved Rejected Notes:
Size Pipe 12 Type Pipe 150 Basement Yes No
Downspout to Ground <u>Yes No</u>
Septic Tank Pumped & Filled Yes No Contractor Rishel Executating
Special Conditions

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SCOTT B. CAMPBELL CUSTOM HOMES 6302 WEST FOSTER BRANCH DRIVE PENDLETON, IN 46064-8827	20-7043 2740 DATE 5/22/	2261 2	
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20-7043 2740 2469 SCOTT B. CAMPBELL 2369 **CUSTOM HOMES** 12 6302 WEST FOSTER BRANCH DRIVE PENDLETON, IN 46064-8827 DATE ?! 2350 RECK REGIONAL MASKE ITH PAY TO THE ORDER OF APRT. AI 6 1 2012 8 51 DOLLARS B N BMO Harris Bank O R MEMO MP 70438: 00465.35269. P 2 3 6 9 2 7 Ο