22-27420.00

Fall Creek Regional Waste District

2 -10

9378 S 650 W, P.O. Box 59, Pendleton, IN 46064 765-778-7544

Agreement for Sanitary Sewer Service

This Agreement made and entered into this \hat{a} day of $\hat{\sum} \hat{k}$, 20 \hat{k} , between Fall Creek
Regional Waste District ("District") and The Certer ("Applicant") regarding the Curter
provision of sanitary sewer service, and the assignment of capacity in and connection to, the District's
facilities for the premises located at Hickory Huis East Sot 102. John of N

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.

FADL CREEK REGIONAL WASTE DISTRICT	Applicant Aug m. Carter Signature
STATE OF INDIANA)) SS:	
COUNTY OF MADISON)	
SUBSCRIBED and sworn to before me this <u>A</u> day of	5 June, 20 11
My Commission Expires: Signature Commission Expires November 20, 2015 A Resident of Hamilton County, Indiana Rebecca Lynn Hunter, Notary Public	
Inspector <u>SN</u> Date Inspected <u>7/2.5/11</u> Approve	
Reason for Rejecton Date Inspected _//2.5/// Approve	d Kejected
Date Reinspected Approved	d Rejected
Notes: Size Pipe Type Pipe3	
Basement <u>Yes No</u>	North
Sump Pump <u>Yes No</u> Downspout to Ground Yes No	
Downspout to Ground <u>Yes No</u> Septic Tank Pumped & Filled <u>Yes No</u>	LOTIOZ
Contractor DR Watson	
Special Conditions	
Existing Home New Construction	
New Construction	22
	22

#6422

Commission Expires November 20, 2013 A Resident of Hamilton Councy, te tiona Rebecca Lynn Humer, Notory Politic

4

COPY

first	PERSONAL MONEY ORDER	Date: 6/01	40204059 /11
first financial bank Agent for Moneygram		Branch: 0123	<u>115-709</u> 110
PAY EXACTLY **475 AND 00/2 TO THE ORDER OF Fall Cruck Region	ul Waste Distuct	\$***	****475.00
PURPOSE: SEWER PERMIT DRAWEE MONEYGRAM PAYMENT SYSTEMS, INC. P.O. BOX 6476 MINHEAPOUS, MA 55480 DRAWEE BOSTON SAFE DEPOSIT & TRUST CO. BOSTON, MASSACHUSETTS	Purchaser, by signing you charge and other terms on Not Valid Over \$1,000 PURCHASER, SIGNER	agrafic the service the reverse side FOR DRAWER	
"OO40204059"		25585"	

の一部である

and the second s