Fall Creek Regional Waste District

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

Agreement for Sanitary Sewer Service

#6462

20-09490.00

KNEDENMAGE

Tim Edwards

This Agreement made and entered into this 20th day of JUNE, 2013, between Fall Creek Regional Waste District ("District") and ROD HOLLOWAY HOMES ("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 JEFFERSON PLACE, LOT 73

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:

- 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 Collowy
Signature	Signature (
STATE OF INDIANA)) SS:	
COUNTY OF MADISON)	
SUBSCRIBED and sworn to before me this 20th day of JUNE, 2013	
My Commission Expires: Signature	Rebreca S. Mc Clintich
Commission Expires May 19, 2016 A Resident of Printed Madison County, Indiana Rebecca A. McClintick, Notary Public Re	otary Public esident of County
****************	*******
Inspector Date Inspected 7-25-12 Approved Reason for Rejecton	Rejected
Date Reinspected Approved	Pajactad
Notes: Size Pipe Type Pipe Pvc	Nejecteu
Basement Yes No	
	North
Sump Pump Yes No	
Downspout to Ground Yes No	
Septic Tank Pumped & Filled <u>Yes No</u> Contractor SC SZOW	1440
Special Conditions	1 100
Existing Home	45
New Construction	"
	4
	<i>V</i>

Concrete ton P. phys. J. 18, 2015
A force of set of
Mindson County Inc. no
Pedicases, McConn. S, Noting Inching

O.S.

6.3.2

C. their

14. J. 160

1426

KeyBank National Association Fishers, Indiana 46038 1057

20-104/740 57930

ROD HOLLOWAY HOMES, INC

765-208-0244 325 E. 1000 S. PENDLETON, IN 46064

6-20-13

Fall Creek Regional Waste District

PAY TO THE ORDER OF_ \$ 3370.00

there through them by 1.0 rue

100 DOLLARS

MEMOSat #13 Tefferson Pl.

AUTHORIZED SIGNATURE