

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

#6437

Agreement for Sanitary Sewer Service



This Agreement made and entered into this 16 day of December, 2011, between Fall Creek Regional Waste District ("District") and Hallmark 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 Foster Branch Ridge Lot 17.

6973 S Foster Ridge Ct Customer: Truman
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

Rebecca A. McClintick
Signature Rebecca A. McClintick

STATE OF INDIANA)

) SS:

COUNTY OF MADISON)

APPLICANT

Lynn Madden
Signature

SUBSCRIBED and sworn to before me this 6th day of DECEMBER, 2011

Commission Expires May 19, 2016

My Commission Expires:



A Resident of
Madison County, Indiana
Rebecca A. McClintick, Notary Public

FOR DEPOSIT ONLY

Printed

**FALL CREEK REGIONAL WASTE
PENDLETON, INDIANA**

Notary Public

Resident of _____ 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 _____

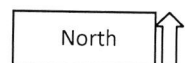
Septic Tank Pumped & Filled Yes _____ No _____

Contractor _____

Special Conditions _____

Existing Home _____

New Construction _____



Property was not inspected @ time of connection. Did not learn about connection until new owner called to transfer service 7.27.23

HALLMARK HOMES, INC.
433 E. 53RD STREET
ANDERSON, IN 46013
(765) 644-6566

STAR FINANCIAL BANK
INDIANAPOLIS, IN 46255
71-167749

108516

12/6/2011

PAY TO THE
ORDER OF FCRWD

\$ **3,370.00

Three Thousand Three Hundred Seventy and 00/100***** DOLLARS

FCRWD

MEMO

Deck With

MP