

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 30<sup>th</sup> day of September, 2006, between FALL CREEK REGIONAL WASTE DISTRICT ("District") and Nate Warfel ("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 4389 S 25<sup>th</sup> E, Pendleton

**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.

~~APPLICANT~~

Signature

Signature \_\_\_\_\_

STATE OF INDIANA )  
) ss.: )  
COUNTY OF )  
\_\_\_\_\_ )  
I, \_\_\_\_\_ )  
Notary Public in and for the State of Indiana, do hereby certify that the foregoing is a true and correct copy of the original record as the same appears from the records of said County.  
In testimony whereof, I have hereunto set my hand and the seal of said office at \_\_\_\_\_, Indiana, this \_\_\_\_\_ day of \_\_\_\_\_.  
\_\_\_\_\_  
Notary Public  
My Commission Expires \_\_\_\_\_

SS:

COUNTY OF MADISON )

SUBSCRIBED and sworn to before me this 18<sup>th</sup> day of September, 2006

**My Commission Expires:**

**Signature**

Printed

Notary Public  
Resident of Madison County

\*\*\*\*\*  
INSPECTOR DW DATE INSPECTED 10-2-06 APPROVED ✓ REJECTED

REASON FOR REJECTION

DATE REINSPECTED

APPROVED

REJECTED

**NOTES:**

**SIZE PIPE**

## TYPE PIPE

55 1 160 051

**BASEMENT YES**

NO

SUMP PUMP YES

NO

**DOWNSPOUT TO GROUND YES**

NO

SEPTIC TANK PUMPED &amp; FILLED YES

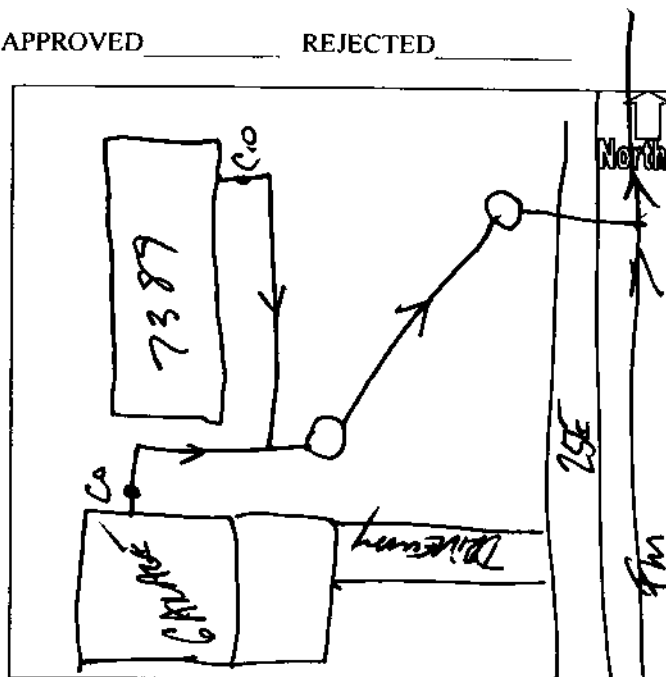
NO

CONTRACTOR *Home owner*

### SPECIAL CONDITIONS

## EXISTING HOME

## NEW CONSTRUCTION



DR. LARRY G. WARFEL 06-95  
317-778-4830  
129 E CENTRAL WAY  
PENDLETON, IN 46064

20-6 308  
740  
501651110

2497

PAY TO THE  
ORDER OF

DATE

Sept 28 2006

Full Creek Repair Westfield  
One thousand eight hundred fifty-three and 00/100

\$1,853.00

DOLLARS



Security Features  
Included  
Details on Back

**National City.**

National City Bank of Indiana  
Indianapolis, Indiana

MEMO

⑆074000065⑆

*Larry G. Warfel*

2497