

21-06340.00
4623

FALL CREEK REGIONAL WASTE DISTRICT

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 15th day of August, 2002, between FALL CREEK REGIONAL WASTE DISTRICT ("District") and CP Morgan ("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 Lot #68, 8058 S. Lodge Lane Summerlake owner James Fuchs

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

Signature

APPLICANT

Signature

STATE OF INDIANA)

) SS:

COUNTY OF MADISON)

SUBSCRIBED and sworn to before me this 15th day of August, 2002.

My Commission Expires:

4-29-09

Signature

Printed

Notary Public

Resident of Madison County

INSPECTOR B DATE INSPECTED 8-15-02 APPROVED _____ REJECTED _____

REASON FOR REJECTION _____

DATE REINSPECTED _____ APPROVED _____ REJECTED _____

NOTES:

SIZE PIPE 6 TYPE PIPE PVC

BASEMENT YES _____ NO ☒

SUMP PUMP YES _____ NO ☒

DOWNSPOUT TO GROUND YES ☒ NO _____

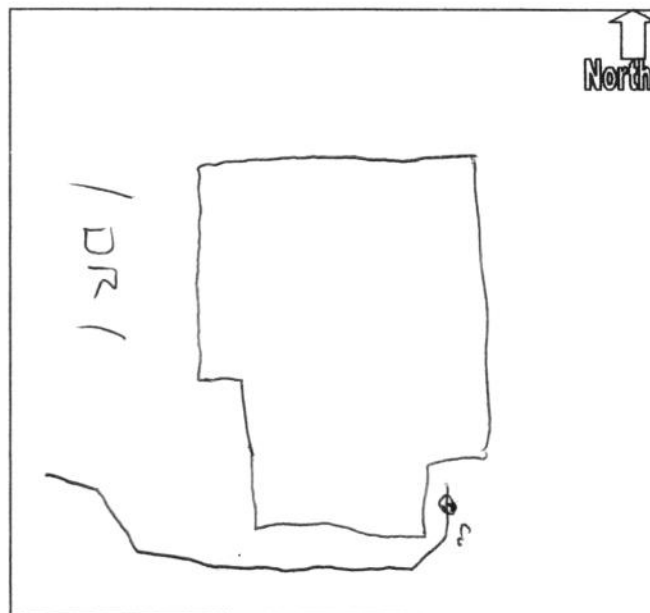
SEPTIC TANK PUMPED & FILLED YES _____ NO ☒

CONTRACTOR Butler

SPECIAL CONDITIONS _____

EXISTING HOME _____

NEW CONSTRUCTION ☒



STATE OF NEW YORK

IN SENATE

JANUARY 18, 1906

REPORT OF THE COMMISSIONER OF THE LAND OFFICE

ALBANY: J.B. LIPPINCOTT & CO., PRINTERS, 1906.

THE COMMISSIONER OF THE LAND OFFICE, STATE OF NEW YORK, HAS THE HONOR TO SUBMIT TO THE SENATE THE FOLLOWING REPORT FOR THE YEAR 1905.

1. The first section of the report contains a general statement of the condition of the land office at the beginning of the year 1905, and a statement of the work done during the year.

2. The second section contains a statement of the work done during the year 1905, in relation to the sale of land.

3. The third section contains a statement of the work done during the year 1905, in relation to the purchase of land.

4. The fourth section contains a statement of the work done during the year 1905, in relation to the management of the land office.

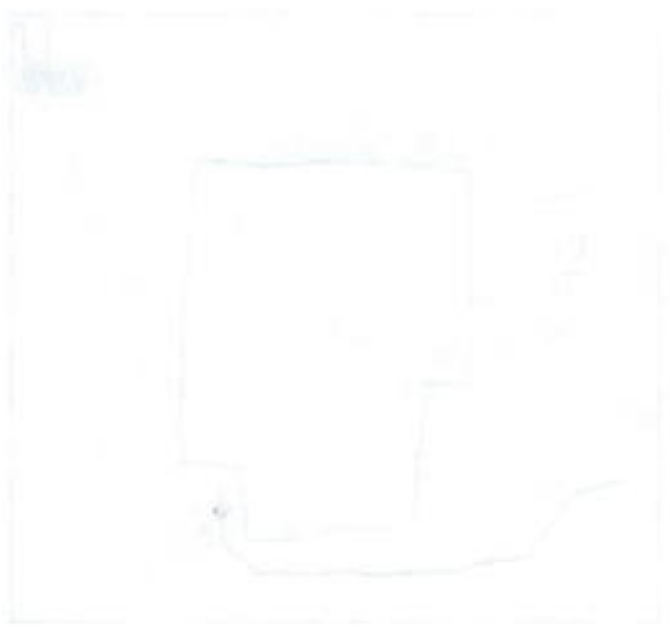
5. The fifth section contains a statement of the work done during the year 1905, in relation to the management of the land office.

6. The sixth section contains a statement of the work done during the year 1905, in relation to the management of the land office.

7. The seventh section contains a statement of the work done during the year 1905, in relation to the management of the land office.

8. The eighth section contains a statement of the work done during the year 1905, in relation to the management of the land office.

JOHN E. CARL
Commissioner of the Land Office



C.P. MORGAN COMMUNITIES, LP
CONSTRUCTION ACCOUNT

BANK ONE, INDIANA, NA
INDIANAPOLIS, INDIANA 46277
20-1-740

8.15.02

PAY TO THE
ORDER OF

Fall Creek Regional Waste

\$ 475.⁰⁰four hundred seventy-five and ⁰⁰/₁₀₀

DOLLARS

MEMO

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Su 68

Jonyad furris

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705001387194⑈

100

**C. P.
MORGAN****More Square Feet. Less Money.****FAX**

301 E. Carmel Dr.



Suite E-300



Carmel, Indiana



46032-2892

FAX: 317-848-2242
Office: 317-848-4040Date: 8/15/02To: Jan CareyFrom: Betsy Ware (Permit Assistant)Company: FCRWFax Number: 765-778-7545

Number of pages to follow: _____

NOTES: Summerlake buyer names

<u>Lot #</u>	<u>Buyer Name</u>
67	Jeffrey Pokonc
68	James Fuchs
70	Spec Home - No buyer
71	Robert Rodriguez
75	Christopher Werline