

Brad Kopt

FALL CREEK REGIONAL WASTE DISTRICT

9378 S 650 WEST, P.O. BOX 59, PENDLETON, IN 46064

765-778-7544

4688

21-06610.00

AGREEMENT FOR SANITARY SEWER SERVICE

This Agreement made and entered into this 22nd day of Oct, 2002, between FALL CREEK REGIONAL WASTE DISTRICT ("District") and C.P. 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 #101 Shady Trail Dr. Summerlake

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 the Applicant's premises at all reasonable times to inspect, repair, or replace any equipment or facilities that are part of the District's service or which has an impact on said service.

3. The Applicant shall be responsible for the payment of all rates, capacity charges, and tap fees. The failure to pay any rate charge or other fee on the property and/or the termination of service to the property, the cost of which will be borne by the Applicant, not limited to, all attorney's fees and collection costs.

4. The District shall not be liable for damages, including the 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 [Handwritten Signature]

APPLICANT

Signature [Handwritten Signature]

STATE OF INDIANA)) SS: COUNTY OF MADISON)

SUBSCRIBED and sworn to before me this 22nd day of October, 2002.

My Commission Expires: 2-20-2008

Signature [Handwritten Signature]

Printed [Handwritten Name]

Notary Public Resident of Madison County

INSPECTOR [Handwritten Signature] DATE INSPECTED 10-22-02 APPROVED [Handwritten Mark] 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

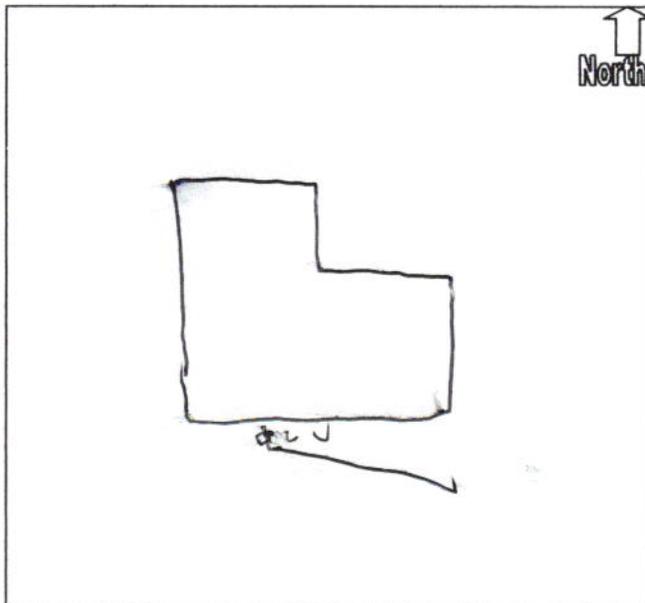
SEPTIC TANK PUMPED & FILLED YES NO

CONTRACTOR [Handwritten Name]

SPECIAL CONDITIONS

EXISTING HOME

NEW CONSTRUCTION [Handwritten Mark]



Put in Bens mailbox 10-22-02

23628

C.P. MORGAN COMMUNITIES, LP
CONSTRUCTION ACCOUNT

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

10/21/2002

PAY TO THE ORDER OF Fall Creek Regional Waste Dist

\$ *****950.00

Nine Hundred Fifty and no/100***** DOLLARS

Fall Creek Regional Waste Dist

MEMO 210151102, 2101¹⁰71102 SU 151, ⁸⁴¹⁰¹17

⑈023628⑈

Jennifer Hedger MP