

Mark Hopping

FALL CREEK REGIONAL WASTE DISTRICT

4718

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

765-778-7544

21-06560.00

AGREEMENT FOR SANITARY SEWER SERVICE

This Agreement made and entered into this 5th day of December, 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 Shady Grove Dr. (Lot #91) Summerlake
8291 S.

NOW THEREFORE, the parties, in consideration of the mutual promises set out in this Agreement, the receipt and sufficiency of which is hereby acknowledged

1. The Applicant agrees that all the District's construction standards. District connection is made to the sewer mains. All to be removed and replaced at the Applicant

put in

Be's mailbox

12/16/02

conform to all District ordinances and materials before backfilling and final use all lines and appurtenances in violation

2. The District shall have the right to inspect, repair, or replace any equipment used in service.

to enter upon the Applicant's premises at all reasonable times to service or which has an impact on said

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

STATE OF INDIANA)

) SS:

COUNTY OF MADISON)

APPLICANT

Signature

SUBSCRIBED and sworn to before me this 5th day of December, 2002.

My Commission Expires:

2-20-2008

Signature

Printed

Notary Public

Resident of Madison County

INSPECTOR B DATE INSPECTED 12-16-02 APPROVED - REJECTED -

REASON FOR REJECTION _____

DATE REINSPECTED _____ APPROVED _____ REJECTED _____

NOTES:

SIZE PIPE 6

TYPE PIPE PVC

BASEMENT YES _____ NO X

SUMP PUMP YES _____ NO X

DOWNSPOUT TO GROUND YES X NO _____

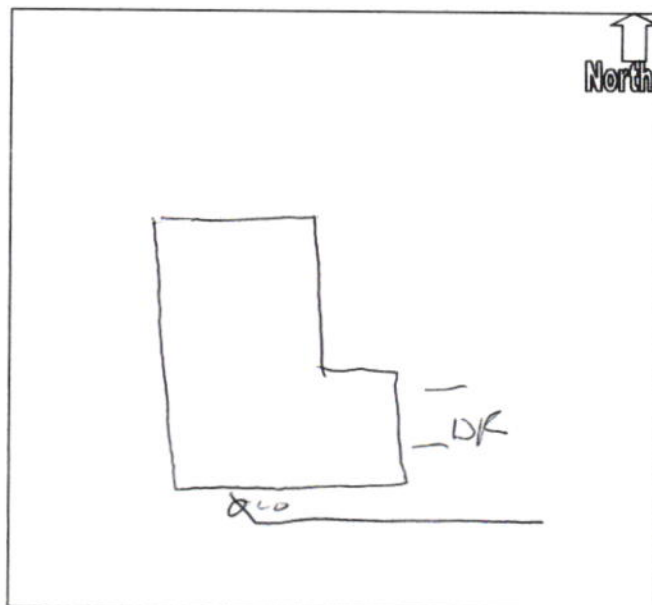
SEPTIC TANK PUMPED & FILLED YES _____ NO X

CONTRACTOR Buttz

SPECIAL CONDITIONS _____

EXISTING HOME _____

NEW CONSTRUCTION X



25415

C.P. MORGAN COMMUNITIES, LP
CONSTRUCTION ACCOUNT

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

12-4-02

PAY TO THE
ORDER OF

Fall Creek Regional Waste District

\$ 475.00

four hundred seventy five + 00/100

DOLLARS

MEMO 210091102 SU 91

⑈025415⑈

Jennifer Hedges

Details on back
Security Features Included