21-07010.00

## FALL CREEK REGIONAL WASTE DISTRICT

9378 S 650 WEST, P.O. BOX 59, PENDLETON, IN 46064 765-778-7544

4764

## AGREEMENT FOR SANITARY SEWER SERVICE

This Agreement made and entered into this The day of Hellucy, 2003, between FALL CREEK REGIONAL WASTE DISTRICT ("District") and Composition of sanitary sewer service, and the assignment of capacity in, and connection to, the District's facilities for the premises located at Sot#181 M. Quarter Moon Or . 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 ove all work and materials before backfilling and final connection is made to the sewer mains. Any viel on will cause all lines and appurtenances in violation to be removed and replaced at the Applicant agrees that all workmanship and materials shall conform to all District ordinances and ove all work and materials before backfilling and final on will cause all lines and appurtenances in violation
2. The District shall ha inspect, repair, or replace any equil service.  2. The District shall ha inspect, repair, or replace any equil service.  Beautiful district's service or which has an impact on said
3. The Applicant shall be the failure to pay any rate charge or the property, the cost of which will be born and the property and/or the termination of service to the property, the cost of which will be born and the property and/or the termination of service to the property, the cost of which will be born and the property and/or the termination of service to the property, the cost of which will be born and the property and/or the termination of service to the property, the cost of which will be born and the property and/or the termination of service to the property, the cost of which will be born and the property and the proper
<ol> <li>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.</li> </ol>
<ol> <li>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.</li> </ol>
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 WISTE DISTRICT Signature
STATE OF INDIANA ) SS: COUNTY OF MADISON)
SUBSCRIBED and sworn to before me this 1th day of February, 2003.
My Commission Expires: Signature William T. Wilson
Notary Public Resident of Madison County
INSPECTOR DATE INSPECTED 2-7-03 APPROVED V REJECTED
REASON FOR REJECTION
DATE REINSPECTED APPROVED REJECTED
NOTES: SIZE PIPE L TYPE PIPE PUC
BASEMENT YES NO X
SUMP PUMP YES NO X
DOWNSPOUT TO GROUND YES NO
SEPTIC TANK PUMPED & FILLED YES NO X
CONTRACTOR Butto
EXISTING HOME
EXISTING HOME

NEW CONSTRUCTION X

## C.P. MORGAN COMMUNITIES, LP CONSTRUCTION ACCOUNT

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

1/27/2003