21-08550.00

№ 5389

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 4th day of October, 2004, 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 Summerlake lot 489 8354 S. Midnight DR.

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
Debbie Wilson
Signature

APPLICANT
Deborah Green
Signature

STATE OF INDIANA)
) SS:
COUNTY OF MADISON)

SUBSCRIBED and sworn to before me this 4th day of October, 2004.

My Commission Expires:
2-20-2008

Signature Deborah L. Wilson
Printed Deborah L. Wilson
Notary Public
Resident of Madison County

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INSPECTOR SW DATE INSPECTED 10/7/04 APPROVED ✓ REJECTED

REASON FOR REJECTION

DATE REINSPECTED APPROVED REJECTED

NOTES:
SIZE PIPE 6" TYPE PIPE 35

BASEMENT YES NO

SUMP PUMP YES NO

DOWNSPOUT TO GROUND YES NO

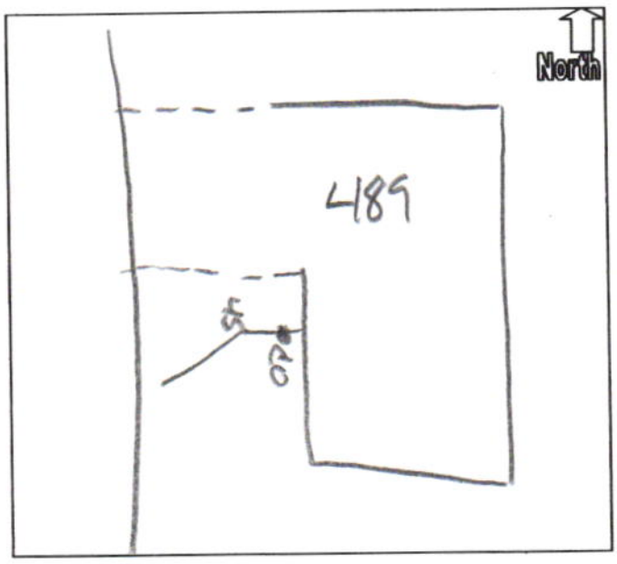
SEPTIC TANK PUMPED & FILLED YES NO

CONTRACTOR Butler

SPECIAL CONDITIONS

EXISTING HOME

NEW CONSTRUCTION ✓



34600

C.P. MORGAN COMMUNITIES, LP
CONSTRUCTION ACCOUNT

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

10/4/2004

PAY TO THE ORDER OF Fall Creek Regional Waste Dist $*****475.00

Four Hundred Seventy-Five and no/100********** DOLLARS

Fall Creek Regional Waste Dist

MEMO 210489

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