

Kenneth Wyatt

FALL CREEK REGIONAL WASTE DISTRICT

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

765-778-7544

AGREEMENT FOR SANITARY SEWER SERVICE

4719

21-06695.00

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 8366 S Shady Trail Dr. (Lot #118) 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

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's expense.

put in
Ben's mailbox
12/16/02

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

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

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 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 ✓

SUMP PUMP YES NO ✓

DOWNSPOUT TO GROUND YES NO ✓

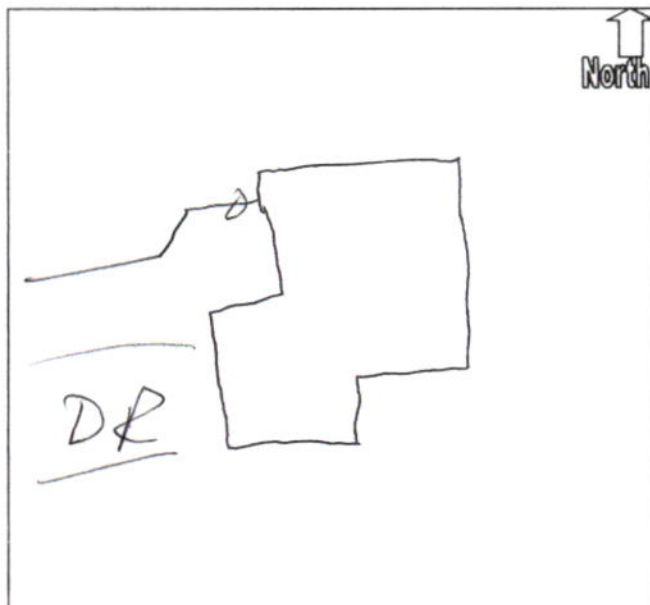
SEPTIC TANK PUMPED & FILLED YES NO ✓

CONTRACTOR Batty

SPECIAL CONDITIONS _____

EXISTING HOME _____

NEW CONSTRUCTION ✓



25417

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 and 00/100

DOLLARS

MEMO

210118102

SN 118

025417

Jennifer Hedges MP