

Matthew Coffey

FALL CREEK REGIONAL WASTE DISTRICT

4853

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

21-07220.00

765-778-7544

AGREEMENT FOR SANITARY SEWER SERVICE

This Agreement made and entered into this 4th day of June, 2003, 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 lot 223, Summerlake. 8407 S Rising Sun 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 work shall conform to the District's construction standards. District inspection and approval is required before connection is made to the sewer mains. Any work not to be removed and replaced at the Applicant's expense.

Put in
Ben's box
6-11-03

inform to all District ordinances and standards and materials before backfilling and final inspection. 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 service.

permits at all reasonable times to inspect any 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 4th day of June, 2003.

My Commission Expires:

2-20-2008

Signature

Printed

Notary Public

Resident of Madison County

INSPECTOR B DATE INSPECTED 6-11-03 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

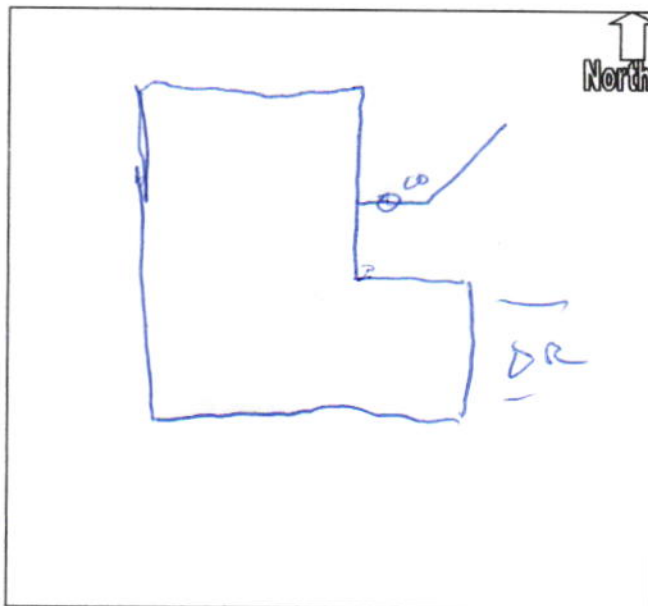
SEPTIC TANK PUMPED & FILLED YES NO ✓

CONTRACTOR Betty

SPECIAL CONDITIONS

EXISTING HOME

NEW CONSTRUCTION ✓



27781

C. T. MORGAN COMMUNITIES, LP
CONSTRUCTION ACCOUNT

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

6/4/2003

PAY TO THE ORDER OF Fall Creek Regional Waste Dist

\$ ***2,635.00

Two Thousand Six Hundred Thirty-Five and no/100***** DOLLARS

MEMO 210223102 SU 223

⑈027781⑈

Jonny J. Davis

MP