

Fall Creek Regional Waste District

9378 S 650 W, P.O. Box 59, Pendleton, IN 46064

765-778-7544

Agreement for Sanitary Sewer Service

#6576

This Agreement made and entered into this 20 day of June, 2016, between Fall Creek Regional Waste District ("District") and Chad Jukens ("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 860 Red Oak Lane Pendleton, Ind 46064

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

APPLICANT

Signature

Signature

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MADISON )

See Permit #6566

SUBSCRIBED and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

My Commission Expires:

Signature

Printed

Notary Public

Resident of \_\_\_\_\_ County

\*\*\*\*\*

Inspector TIM Date Inspected 6-16-16 Approved ✓ Rejected \_\_\_\_\_

Reason for Rejection \_\_\_\_\_

Date Reinspected \_\_\_\_\_ Approved \_\_\_\_\_ Rejected \_\_\_\_\_

Notes:

Size Pipe 4" 1/2 Type Pipe SDR35 / Class 160

Basement Yes ✓ No ✓

Sump Pump Yes ✓ No ✓

Downspout to Ground Yes ✓ No ✓

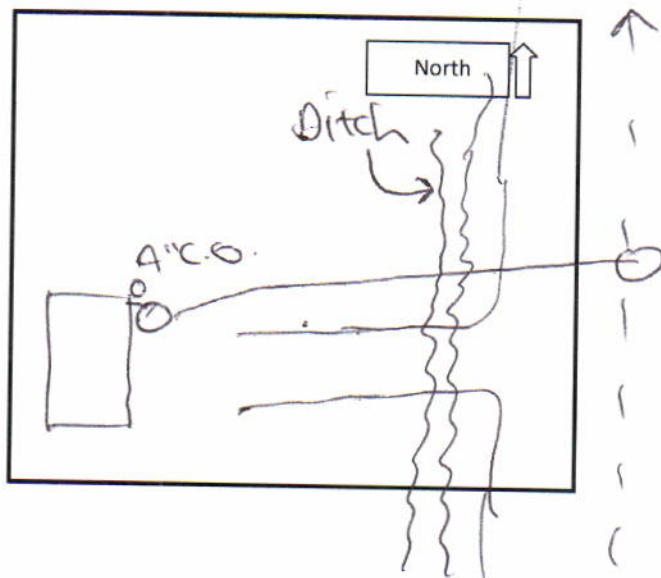
Septic Tank Pumped & Filled Yes ✓ No ✓

Contractor Loans & Koffler

Special Conditions \_\_\_\_\_

Existing Home \_\_\_\_\_

New Construction ✓





**Fall Creek Regional Waste District**

9378 S 650 W, P.O. Box 59, Pendleton, IN 46064

765-778-7544

**Agreement for Sanitary Sewer Service**

#6566

This Agreement made and entered into this 10 day of May, 2016 between Fall Creek Regional Waste District ("District") and 20 Twenty Designs ("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 860 Red Oak Ln.

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

Signature

APPLICANT

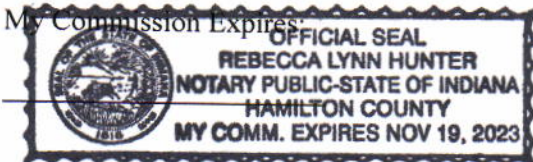
Signature

STATE OF INDIANA )

) SS:

COUNTY OF MADISON )

SUBSCRIBED and sworn to before me this 10 day of May, 2016



Signature Rebecca Lynn Hunter

Printed Rebecca Lynn Hunter

Notary Public

Resident of Hamilton County

Inspector \_\_\_\_\_ Date Inspected \_\_\_\_\_ Approved \_\_\_\_\_ Rejected \_\_\_\_\_

Reason for Rejection \_\_\_\_\_  
Date Reinspected \_\_\_\_\_ Approved \_\_\_\_\_ Rejected \_\_\_\_\_

Notes:

Size Pipe \_\_\_\_\_ Type Pipe \_\_\_\_\_

Basement Yes \_\_\_\_\_ No \_\_\_\_\_

Sump Pump Yes \_\_\_\_\_ No \_\_\_\_\_

Downspout to Ground Yes \_\_\_\_\_ No \_\_\_\_\_

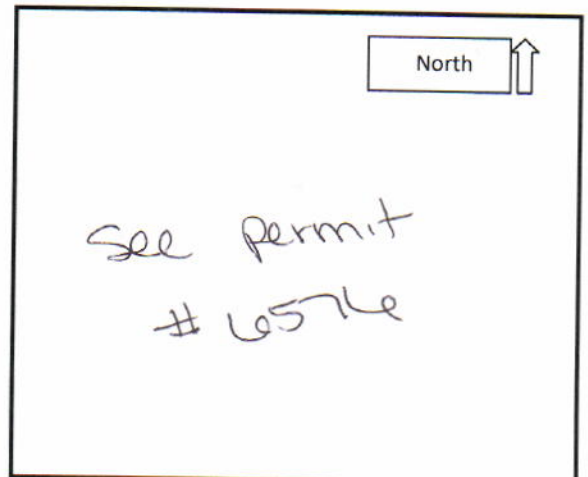
Septic Tank Pumped & Filled Yes \_\_\_\_\_ No \_\_\_\_\_

Contractor \_\_\_\_\_

Special Conditions \_\_\_\_\_

Existing Home \_\_\_\_\_

New Construction \_\_\_\_\_



20 TWENTY DESIGN BUILD LLC  
PO BOX 237  
PENDLETON, IN 46064

02-13

2171

71-1/883

5/10/16

Date

Pay to the  
Order of F C RWD

\$ 3370.<sup>00</sup>/<sub>100</sub>

THREE THOUSAND THREE HUNDRED SEVENTY and <sup>00</sup>/<sub>100</sub> —

Dollars



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oldnational.com

For WRIN / RED OAK

*CLD*

MP

Harford Clarke

20 TWENTY DESIGN BUILD LLC  
PO BOX 237  
PENDLETON, IN 46064

02-13

2217  
71-1/863

6/21/16

Date

Pay to the  
Order of FCRWD

\$ 2471.<sup>70</sup>

TWO THOUSAND FOUR HUNDRED SEVENTY ONE and  $\frac{70}{100}$  —

Dollars



Photo  
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 **OLD NATIONAL BANK**  
oldnational.com

For WREN GRINDER DIT

*Ch*

MP

Harland Clarke