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## Fall Creek Regional Waste District

9378 S 650 W, P.O. Box 59, Pendleton, IN 46064 765-778-7544

Agreement for Sanitary Sewer Service

new rateral
This Agreement made and entered into this \(\frac{1}{2}\) day of \(1000000000000000000000000000000000000
Regional Waste District ("District") and Grave Jan ("Applicant") regarding the provision of sanitary sewer service, and the assignment of capacity in and connection to, the District's
provision of sanitary sewer service, and the assignment of capacity in and confection to, the District's
facilities for the premises located at 9088 W 1005 S

**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:

- 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 )	
SUBSCRIBED and sworn to before me this day of	£, 20
My Commission Expires: Signature	2
	Notary Public Resident of County
***************	Resident of County ************************************
Inspector TIM Date Inspected 1-9-12 Approved  Reason for Rejecton Date Reinspected Approved  Notes:	d Rejected
Size Pipe Type Pipe 5 DR 35  Basement Yes No Sump Pump Yes No Downspout to Ground Yes No Septic Tank Pumped & Filled Yes No Contractor Seff. Special Conditions of House Existing Home New Construction	OLD COP LVICE Power

## **GRAVEL LAWN CEMETERY CO.**

GREENFIELD BANKING COMPANY 71-367/749

317-485-5987 P.O. BOX 35 FORTVILLE, IN 46040

8/13/2002

PAY TO THE ORDER OF\_

RDER OF Fall Creek Regional Waste

\$ \*\*2,635.00

DOLLARS

7612

Fall Creek Regional Waste

MEMO

TAP Fee & Capacity Fee for Sewer

##007612# #0749036?O#

Donnie K. Osborn

GRAVEL LAWN CEMETERY CO.

7612

Fall Creek Regional Waste

TAP Fee & Capacity Fee for Sewer

8/13/2002

2,635.00

Greenfield Banking C TAP Fee & Capacity Fee for Sewer

2,635.00