

Eric Miller

FALL CREEK REGIONAL WASTE DISTRICT

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

765-778-7544

4949

21-07295.00

AGREEMENT FOR SANITARY SEWER SERVICE

This Agreement made and entered into this 21st day of August, 2003, 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 Lot #238 Summerlake

9306 W. Swimming Hole Lane
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 inspect all materials before backfilling and final connection is made to the sewer mains. Any violation of all lines and appurtenances in violation to be removed and replaced at the Applicant's expense. *Put in Bens*
2. The District shall have the right to inspect, repair, or replace any equipment used in service at all reasonable times to or which has an impact on said service. *boy 8-21-03*
3. The Applicant shall be responsible for 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

STATE OF INDIANA)

) SS:

COUNTY OF MADISON)

APPLICANT

Signature

SUBSCRIBED and sworn to before me this 21st day of August, 2003.

My Commission Expires:

4-29-09

Signature

Printed

Notary Public

Resident of Madison County

INSPECTOR Bens DATE INSPECTED 8-21-03 APPROVED ✓ REJECTED _____

REASON FOR REJECTION _____

DATE REINSPECTED _____ APPROVED _____ REJECTED _____

NOTES:

SIZE PIPE 6 TYPE PIPE PVC

BASEMENT YES NO X

SUMP PUMP YES NO X

DOWNSPOUT TO GROUND YES + NO

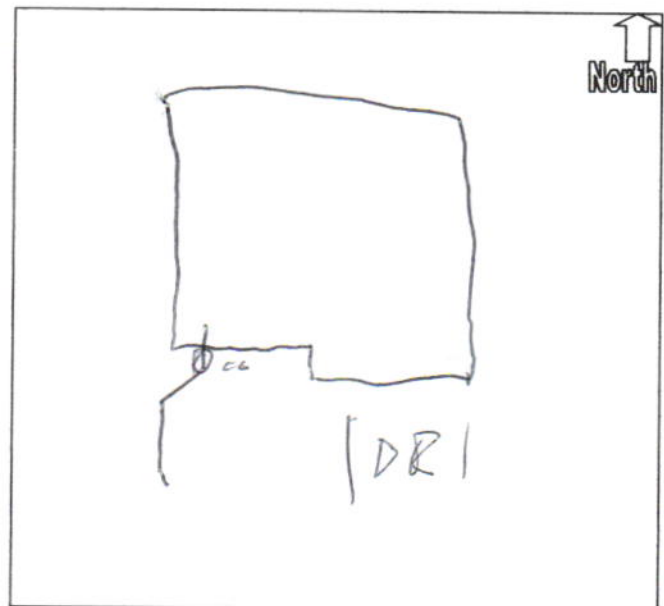
SEPTIC TANK PUMPED & FILLED YES NO X

CONTRACTOR Buttz

SPECIAL CONDITIONS _____

EXISTING HOME _____

NEW CONSTRUCTION X



29063

C.P. MORGAN COMMUNITIES, LP
CONSTRUCTION ACCOUNT

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

8/22/2003

PAY TO THE ORDER OF Fall Creek Regional Waste Dist

***2,635.00

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

DOLLARS

210238102 SU 238

MEMO

Eric Miller

[Signature]

MP

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