

## FALL CREEK REGIONAL WASTE DISTRICT

9378 S 650 WEST, P.O. BOX 59, PENDLETON, IN 46064 765-778-7544

## AGREEMENT FOR SANITARY SEWER SERVICE

$\alpha$ th $\alpha$
This Agreement made and entered into this 26th day of Quaust, 2003, between FALL CREEK
REGIONAL WASTE DISTRICT ("District") and CPMD ROOK ("Applicant") regarding the
provision of sanitary sewer service, and the assignment of capacity in, and connection to, the District's facilities for the
provision of sanitary sewer service, and the assignment of capacity in, and connection to, the District's facilities for the premises located at 100 9413 W 160 april 100

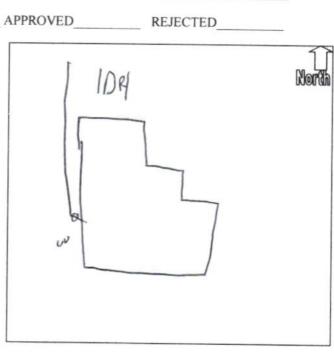
NOW THEREFORE, the parties, in consideration of the mutual promises set out in this Agreement, the receipt and sufficiency of which is hereby acknowledged, agree as follows:						
The Applicant the District's construction s connection is made to the se to be removed and replaced	agrees th tandards. ewer main at the Ap  Ben	in bot	ll work and mat	all District ordinances and erials before backfilling an es and appurtenances in vio	d final	
<ol><li>The District sh inspect, repair, or replace as service.</li></ol>	hall have t	1-2-03		all reasonable times to which has an impact on s	aid	
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.						
<ol> <li>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.</li> </ol>						
<ol> <li>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.</li> </ol>						
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.						
FAIL CREEK REGIONAL Signature	WASTE DISTRICT	APPL/CA Signature	Tisty Be	layloch		
STATE OF INDIANA )						
COUNTY OF MADISON)	SS:					
SUBSCRIBED and sworn to before me this 26th day of august, 2003.						
My Commission Expires: Signature an E. Carey  Printed Jan E. Carey						
		Notary Pub				
Resident of Madison County  ***********************************						
INSPECTOR Ban	DATE INSPECTED_10	)-2-03 APPROV	ED/	REJECTED		
REASON FOR REJECTION						
D.	ATE REINSPECTED_	APPROV	ED	REJECTED		
NOTES						

NOTES: TYPE PIPE PUZ SIZE PIPE BASEMENT YES NO X SUMP PUMP YES DOWNSPOUT TO GROUND YES NO SEPTIC TANK PUMPED & FILLED YES

CONTRACTOR SPECIAL CONDITIONS

EXISTING HOME

NEW CONSTRUCTION &



## C.P. N DRGAN COMMUNITIES, LP CONSTRUCTION ACCOUNT

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

8/26/2003

PAYTOTHE Fall Creek Regional Waste Dist

\*\*\*2,635.00

DOLLARS

210400102 SU 400

Brandon Roberts

1102911311

Quinger Haders