

21-09865.00

FALL CREEK REGIONAL WASTE DISTRICT

No 6114

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

Kelm Mitchell

AGREEMENT FOR SANITARY SEWER SERVICE

This Agreement made and entered into this 16th day of October, 2006, 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 Summerlake, Lot 663 9571 W Quarter Moon

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
Rebecca A. McClintick
Signature

APPLICANT
Kelm Mitchell
Signature

STATE OF INDIANA)
) SS:
COUNTY OF MADISON)

SUBSCRIBED and sworn to before me this 16th day of October, 2006.

My Commission Expires:
5/19/2008



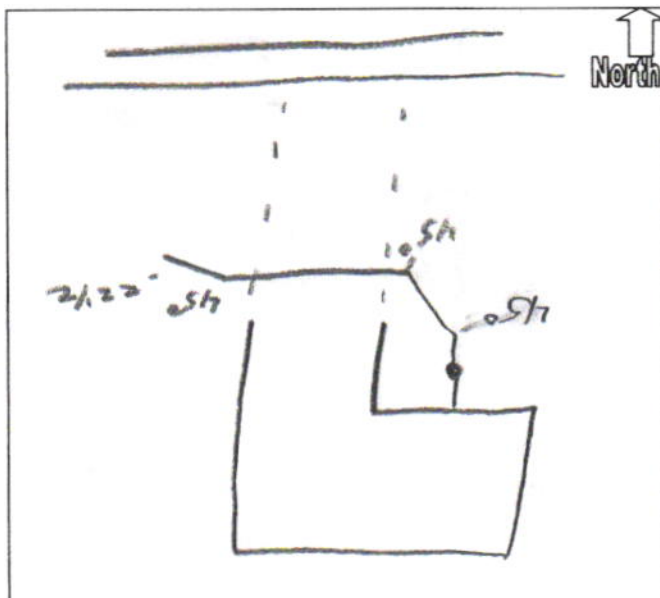
Signature Rebecca A. McClintick
Commission Expires May 19, 2008
Printed Resident of
Madison County, Indiana
Resident of Madison County
Rebecca A. McClintick, Notary Public

INSPECTOR JT DATE INSPECTED 10-23-06 APPROVED X REJECTED _____

REASON FOR REJECTION _____

DATE REINSPECTED _____ APPROVED _____ REJECTED _____

NOTES:
SIZE PIPE 6" TYPE PIPE SDR35
BASEMENT YES NO X
SUMP PUMP YES NO _____
DOWNSPOUT TO GROUND YES NO _____
SEPTIC TANK PUMPED & FILLED YES NO _____
CONTRACTOR Butz
SPECIAL CONDITIONS _____
EXISTING HOME _____
NEW CONSTRUCTION X



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

765-778-7544

AGREEMENT FOR SANITARY SEWER SERVICE

This Agreement made and entered into this 6 day of July, 2006, between FALL CREEK REGIONAL WASTE DISTRICT ("District") and CE 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 Summerdale Lot 663.

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 Robin Wilson

APPLICANT

Signature

[illegible]

SUBSCRIBED and sworn to before me this 6 day of July, 2006.

My Commission Expires: 2-20-2008

Signature _____

Printed

Notary Public
Resident of Madison 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

DOWNPOUT TO GROUND YES NO

SEPTIC TANK PUMPED & FILLED YES NO

CONTRACTOR _____

SPECIAL CONDITIONS

EXISTING HOME

NEW CONSTRUCTION



41811

C.P. MORGAN COMMUNITIES, LP
CONSTRUCTION ACCOUNT

JPMORGAN CHASE BANK, N.A.
INDIANAPOLIS, INDIANA 46277
20-1-740

10/10/2006

PAY TO THE ORDER OF Fall Creek Regional Waste Dist

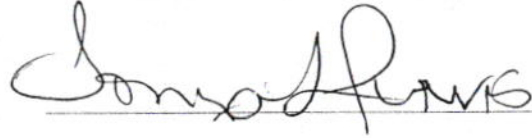
***1,425.00

One Thousand Four Hundred Twenty-Five and no/100*****\$*****

DOLLARS

Fall Creek Regional Waste Dist

MEMO su 663, 797, 771



⑈041811⑈ ⑆074000010⑆

41225

C.P. MORGAN COMMUNITIES, LP
CONSTRUCTION ACCOUNT

JPMORGAN CHASE BANK, N.A.
INDIANAPOLIS, INDIANA 46277
20-1-740

7/5/2006

PAY TO THE ORDER OF Fall Creek Regional Waste Dist

***3,325.00


Three Thousand Three Hundred Twenty-Five and no/100*****

\$

DOLLARS

Fall Creek Regional Waste Dist

MEMO SU 603, 595, 663, 790, 659, 535



MP

⑈041225⑈ ⑆074000010⑆

Details on back.
Security Features Included.