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FALL CREEK REGIONAL WASTE DISTRICT

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 day of DVCM REGIONAL WASTE DISTRICT ("District") and

regarding the provision of sanitary sees revice, and the assignment of capacity in, and connection to, the District's facilities for the premises located at a connection in the control of the mutual promises set out in this Agreement, the receipt and sufficiency of which is hereby acknowledged, agree as follows: 1. The Applicant agree that all worksmanhip 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 sever mains. Any violation of this provision will cause all lines and appartmentices 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 lient 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 automy'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 owners shall be required to connect to the District's anitary sever 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, and provisions. FALL CREEK REGIONAL WASTE DISTRICT Signature DATE INSPECTED DATE INSPECTED APPROVED REJECTED DATE RENSPECTED APPROVED REJECT	REGIONAL WASTE DISTRI	ICT ("District") and	Morgan ("	Applicant")
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C.P. MORGAN COMMUNITIES, LP CONSTRUCTION ACCOUNT

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

11/2/2006

Fall Creek Regional Waste Dist

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PAY TO THE

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Fall Creek Regional Waste Dist

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