5672

## FALL CREEK REGIONAL WASTE DISTRICT

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

## ACDEEMENT FOR SANITARY SEWER SERVICE

AGREEMENT FOR SANTART SEWER SERVICE
This Agreement made and entered into this day of the first of the firs
facilities for the premises located at Summer lake 10+ 109  9722 W Lantern 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 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.
<ol> <li>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.</li> </ol>
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.
Signature  APPLICANT Signature  Signature  Signature
STATE OF INDIANA )
) SS: COUNTY OF MADISON)
SUBSCRIBED and sworn to before me this A day of Wegust 2005.
My Commission Expires: Signature Lebolah S. Wilson
Printed Debotate L. Wilson  Notary Public
Resident of Madison County
INSPECTOR_SW DATE INSPECTED_8/25/05-APPROVED_ REJECTED_
REASON FOR REJECTION
DATE REINSPECTED APPROVED REJECTED
NOTES: SIZE PIPE 4" TYPE PIPE 35
BASEMENT YES NO
SUMP PUMP YES NO
SUMP PUMP YES NO
SUMP PUMP YES NO  DOWNSPOUT TO GROUND YES NO  709
SUMP PUMP YES NO  DOWNSPOUT TO GROUND YES NO  SEPTIC TANK PUMPED & FILLED YES NO
SUMP PUMP YES NO  DOWNSPOUT TO GROUND YES NO  SEPTIC TANK PUMPED & FILLED YES NO  CONTRACTOR Butty

## C.P. MORGAN COMMUNITIES, LP CONSTRUCTION ACCOUNT

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

8/18/2005

NEW CONSTRUCTION

Q1-08920.0

N٥

5525

## FALL CREEK REGIONAL WASTE DISTRICT

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

AGREEMENT FOR SANITARY SEWER SERVICE

200 5, between FALL CREEK This Agreement made and entered into this rgan REGIONAL WASTE DISTRICT ("District") and regarding the provision of sanitary sewer service, and the assignment facilities for the premises located at Summer lake and connection to, the District's Tala NOW THEREFORE, the parties, in consideration of the mutual promises set out in this Agreement, the receip 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 APPLICANT Signature STATE OF INDIANA COUNTY OF MADISON) SUBSCRIBED and sworn to before me this 2 My Commission Expires: Signature / Notary Public Resident of Madison County DATE INSPECTED APPROVED\_ INSPECTOR REJECTED REASON FOR REJECTION APPROVED DATE REINSPECTED REJECTED NOTES: SIZE PIPE TYPE PIPE BASEMENT YES NO SUMP PUMP YES NO DOWNSPOUT TO GROUND YES SEPTIC TANK PUMPED & FILLED YES NO CONTRACTOR SPECIAL CONDITIONS **EXISTING HOME** 

C.P. MORGAN COMMUNITIES, LP

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

4/12/05

PAY TO THE Fall Creek legenal Waste Dist. \$5,270.00

Live Showsand Live hundred seventy + 00/00 DOLLARS

MEMO 84 679 +709

"036889" ::0740000 lo:

05001367194