

Fall Creek Regional Waste District
9378 S 650 W, P.O. Box 59, Pendleton, IN 46064
765-778-7544

#8080

Agreement for Sanitary Sewer Service

22-6402100

This Agreement made and entered into this 18 day of February, 2022, between Fall Creek Regional Waste District ("District") and Davis Blog Group ("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 Pendle Hill (no lot #).

Street Address: 1018 Pendle Hill Ave

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 Hunter
Signature

APPLICANT
Cindy Whelan
Signature

STATE OF INDIANA)
) SS:
COUNTY OF MADISON)

SUBSCRIBED and sworn to before me this ____ day of _____, 20__

My Commission Expires:

Signature _____

Printed _____

Notary Public

Resident of _____ County

Inspector Kyle Date Inspected 9/16/22 Approved ✓ Rejected _____

Reason for Rejection _____

Date Reinspected _____ Approved _____ Rejected _____

Notes:

Size Pipe 4" / 1 1/2" Type Pipe SDR 35 / Poly

Basement Yes No

Sump Pump Yes No

Downspout to Ground Yes No

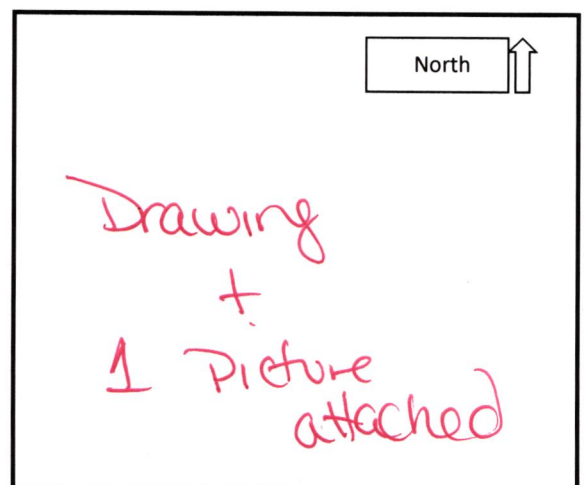
Septic Tank Pumped & Filled Yes No

Contractor D.R. Watson

Special Conditions _____

Existing Home _____

New Construction ✓



7965 East 106th Street, Fishers, IN 46038-2505
phone: 317.849.5935 fax: 317.849.5942

CONTROL# 99337 DAV

PARCEL#48-14-14-100-021.000-012

0 PENDLE HILL AVENUE
PENDLETON, IN 46064

$$1'' = 40'$$

LOT AREA: 37,438 Sq. Ft.

B.F.E.=863.50

LAND DESCRIPTION:

A PART OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 18 NORTH, RANGE 07 EAST OF THE SECOND PRINCIPAL MERIDIAN, FALL CREEK TOWNSHIP, MADISON COUNTY, INDIANA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 7 IN PENDLE HILL, SECTION 1, PER PLAT THEREOF RECORDED IN PLAT BOOK 13, PAGE 65 IN THE OFFICE OF THE RECORDER OF MADISON COUNTY, INDIANA, SAID POINT BEING ON A CURVE CONCAVE SOUTHERLY, THE RADIUS POINT OF WHICH BEARS SOUTH 03 DEGREES 26 MINUTES 02 SECONDS WEST, A DISTANCE OF 557.61 FEET; THENCE WESTERLY ALONG SAID CURVE AN ARC LENGTH OF 12.25 FEET TO A POINT ON SAID CURVE, SAID POINT BEARING NORTH 02 DEGREES 10 MINUTES 32 SECONDS EAST A DISTANCE OF 557.61 FEET FROM SAID RADIUS POINT, SAID POINT ALSO BEING THE POINT OF BEGINNING OF THIS DESCRIPTION; CONTINUING ALONG SAID CURVE, AND THE NORTH RIGHT-OF-WAY LINE OF PENDLE HILL AVENUE, AN ARC LENGTH OF 16.79 FEET TO A POINT BEARING NORTH 00 DEGREES 26 MINUTES 58 SECONDS A DISTANCE OF 557.61 FEET FROM THE RADIUS POINT OF SAID CURVE; THENCE NORTH 89 DEGREES 33 MINUTES 02 SECONDS WEST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 94.00 FEET TO THE SOUTHEAST CORNER OF THE LAND DESCRIBED IN INSTRUMENT NUMBER 95005405 IN SAID RECORDER'S OFFICE; THENCE NORTH 01 DEGREE 43 MINUTES 45 SECONDS EAST, ALONG THE RIGHT-OF-WAY LINE OF SAID LAND, A DISTANCE OF 415.85 FEET TO THE NORTHWEST CORNER THEREOF; THENCE SOUTH 31 DEGREES 26 MINUTES 03 SECONDS EAST A DISTANCE OF 256.96 FEET; THENCE NORTH 89 DEGREES 41 MINUTES 57 SECONDS EAST A DISTANCE OF 0.52 FEET TO THE NORTHWEST CORNER OF THE AFOREMENTIONED LOT 7; THENCE SOUTH 03 DEGREES 14 MINUTES 46 SECONDS WEST, ALONG THE WEST LINE OF THE LAND DESCRIBED IN INSTRUMENT NUMBER 2018R005765 IN SAID RECORDER'S OFFICE, A DISTANCE OF 197.66 FEET TO THE POINT OF BEGINNING, CONTAINING 0.859 ACRES, MORE OR LESS.

THIS DESCRIPTION PREPARED BY: BRUCE E. STRACK, INDIANA LS 20200057,
WORKING FOR STOEPPELWERTH AND ASSOCIATES, INC. AS PART OF PROJECT
99337 CERTIFIED ON OCTOBER 14, 2021.

N89°41'57"E 0.52' (M)
N89°49'11"E 3.00' (R)

ZONING: R2
5' MINIMUM SIDE YARD
15' MINIMUM AGGREGATE
60' FROM C MINIMUM FRONT SETBACK
20" MINIMUM REAR YARD

SOD: 4,720 ± Sq. Ft.
SEEDING: 23,570 ± Sq. Ft.
CONC. DRIVEWAY: 1,125 ± Sq. Ft.
PRIVATE WALK: 145 ± Sq. Ft.
PUBLIC WALK: N/A ± Sq. Ft.

THIS LOT PARTIALLY LIES IN ZONE: AE
COMMUNITY PANEL: # 18095C0264 E
DATE: JUNE 9, 2014

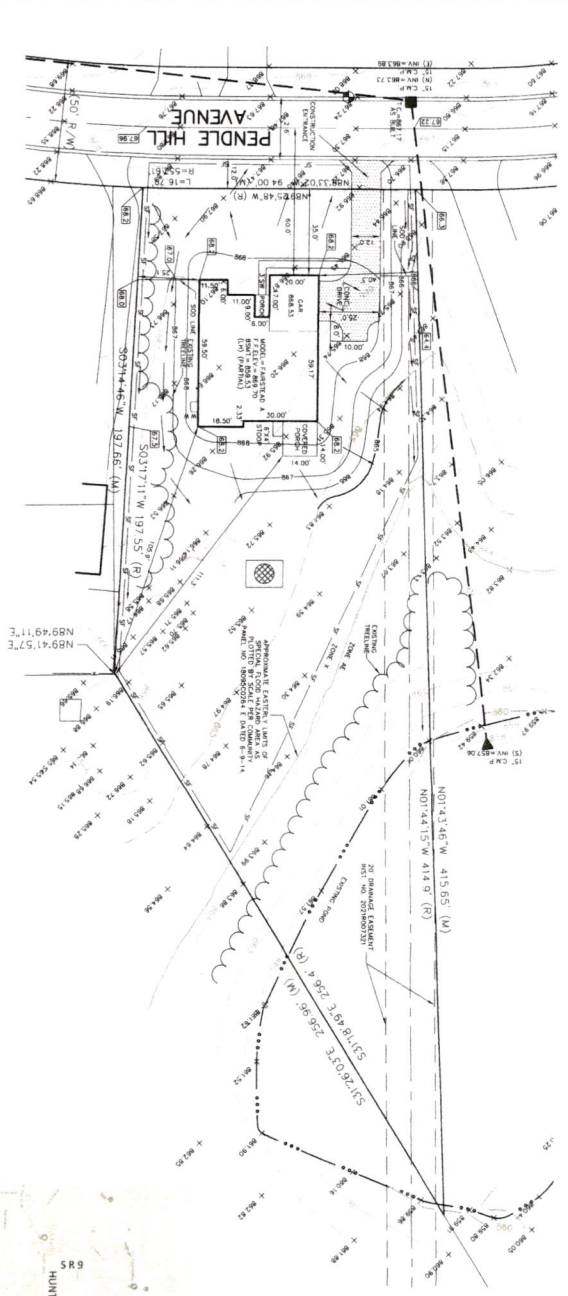
PENDLE HILL
AVENUE

FOR EXHIBIT PURPOSES ONLY



PARCEL# 14-14-100-021.000-012

0 PENDELE HILL AVENUE
PENDLETON, IN 46085
1" = 30'
LOT AREA: 37,458 Sq. Ft.



LOCATION MAP

NOT TO SCALE

RECORDING NOTE:
THIS SITE PLAN IS A PART OF THE CONVEYANCE INSTRUMENT, 14-14-100-021.000-012, RECORDED IN PUBLIC RECORDS OF MADISON COUNTY, INDIANA, BOOK 14, PAGE 100. THIS SITE PLAN IS A PART OF THE CONVEYANCE INSTRUMENT, 14-14-100-021.000-012, RECORDED IN PUBLIC RECORDS OF MADISON COUNTY, INDIANA, BOOK 14, PAGE 100. THIS SITE PLAN IS A PART OF THE CONVEYANCE INSTRUMENT, 14-14-100-021.000-012, RECORDED IN PUBLIC RECORDS OF MADISON COUNTY, INDIANA, BOOK 14, PAGE 100.



0 PENDELE HILL AVENUE, OYL 29
MADISON COUNTY
PENDLETON, INDIANA
PREPARED FOR:
DAVIS BUILDING GROUP

STOEPPELWIRTH
ALTIMA'S OIL
7765 East 100th Street, Fishers, IN 46038-2905
Phone: 317.849.9925 Fax: 317.849.9942

DATE	BY	REVISIONS
10/27/21	CEJ	
	CR	
	HRC	
	SCD	
	T	
	DATE	MARK
	BY	

5' MINIMUM SETBACK
15' MINIMUM SETBACK
60' MINIMUM SETBACK
20' MINIMUM SETBACK

STONE CONSTRUCTION EXTERIOR
STONE STICKLE

RECORDED
MADISON COUNTY, INDIANA
BOOK 14, PAGE 100
OYL 29, 2021

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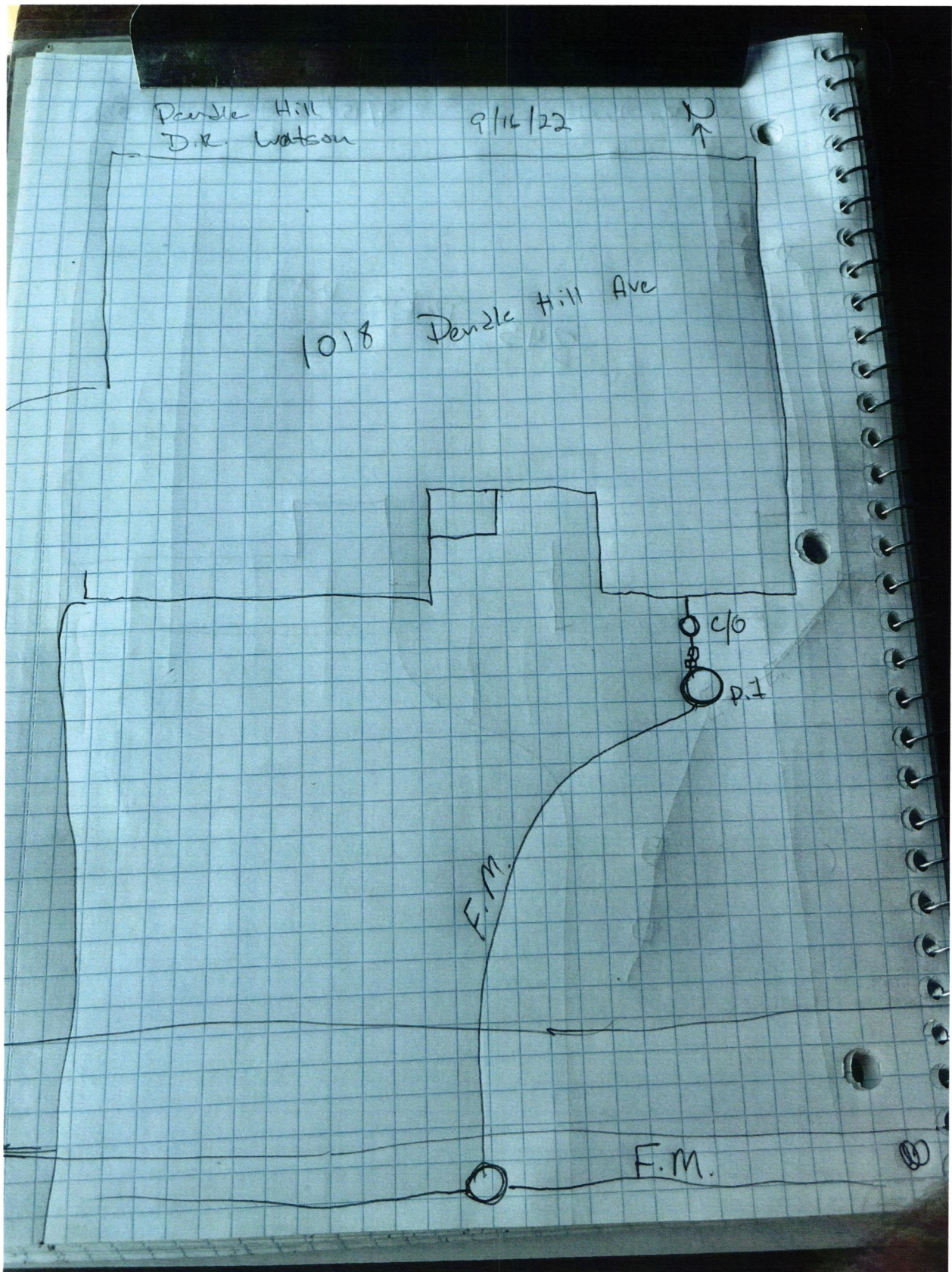
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Davis Building Group, LLC3950 Priority Way S. Dr. Ste 210
Indianapolis, IN 46240
317-663-8340**Greenfield Banking Company**
Greenfield, IN 46140
71-367/749

17532

02/10/2022

PAY TO THE
ORDER OF

Fall Creek Regional Waste District

\$ *****4,160.00

*****FOUR THOUSAND ONE HUNDRED SIXTY AND 00/100 DOLLARS*****

DOLLARS

A PROTECTED AGAINST FRAUD A

Fall Creek Regional Waste District
9378 S. 650 W
P.O. Box 59
Pendleton, IN 46064-0059

MEMO

Davis Building Group, LLC

02/10/22

17532

VENDOR: 160050 Fall Creek Regional Waste District

INVOICE	DATE	DESCRIPTION	GROSS AMT	DISCOUNT	NET PAID
Perratore	02/09/22	Tap&CapacityFee	4,160.00	.00	4,160.00

Receipt # 16097

4,160.00	.00	4,160.00
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Tap \$760
Capacity \$3400

COPY

Davis Building Group, LLC
3950 Priority Way S. Dr. Ste 210
Indianapolis, IN 46240
317-663-8340

Greenfield Banking Company
Greenfield, IN 46140
71-367/749

17636

02/22/2022

PAY TO THE
ORDER OF

Fall Creek Regional Waste District

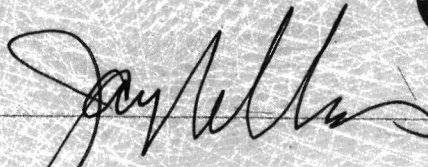
\$ *****3,852.00

*****THREE THOUSAND EIGHT HUNDRED FIFTY-TWO AND 00/100 DOLLARS*****

DOLLARS

PROTECTED AGAINST FRAUD

Fall Creek Regional Waste District
9378 S. 650 W
P.O. Box 59
Pendleton, IN 46064-0059



MP

MEMO

Details on Back
Intuit® CheckLock™ Secure Check

~~Rec'd~~
Rec. # 012126

grinder

Unit \$3600.00

Tax \$252.00