

22-23008.00

# FALL CREEK REGIONAL WASTE DISTRICT

4615

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

765-778-7544

Esche Subdivision  
10+5

## AGREEMENT FOR SANITARY SEWER SERVICE

This Agreement made and entered into this 29<sup>th</sup> day of July, 2002, between FALL CREEK REGIONAL WASTE DISTRICT ("District") and Countryside Village ("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 104 W 0536.

Robert Ferrandez 8/27

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

APPLICANT

Signature

STATE OF INDIANA )

) SS:

COUNTY OF MADISON )

SUBSCRIBED and sworn to before me this 29<sup>th</sup> day of July, 2002.

My Commission Expires:

4-29-09

Signature

Printed

Jan E. Carey  
Notary Public  
Resident of Madison County

\*\*\*\*\*  
INSPECTOR Don DATE INSPECTED 8-1-02 APPROVED \_\_\_\_\_ REJECTED \_\_\_\_\_

REASON FOR REJECTION \_\_\_\_\_

DATE REINSPECTED \_\_\_\_\_ APPROVED \_\_\_\_\_ REJECTED \_\_\_\_\_

NOTES:

SIZE PIPE 4" CAT 1 1/2" PM TYPE PIPE 35/160

BASEMENT YES \_\_\_\_\_ NO ☒

SUMP PUMP YES \_\_\_\_\_ NO ☒

DOWNSPOUT TO GROUND YES ☒ NO \_\_\_\_\_

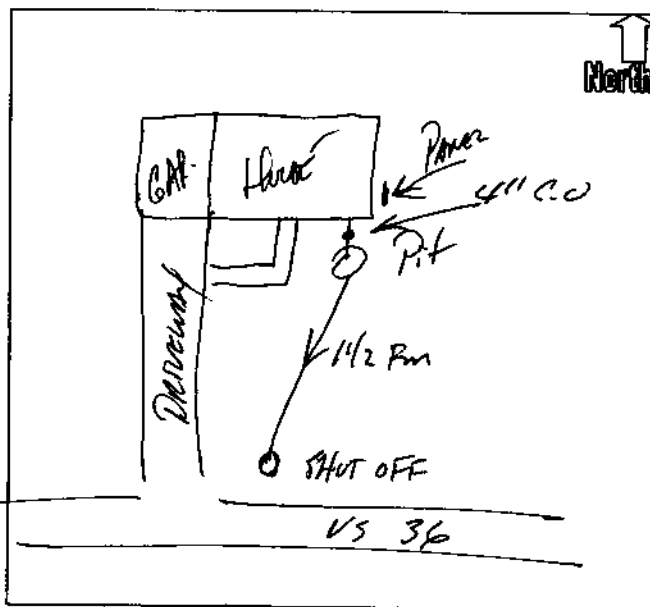
SEPTIC TANK PUMPED & FILLED YES \_\_\_\_\_ NO NA

CONTRACTOR TJA EXC (Countryside)

SPECIAL CONDITIONS \_\_\_\_\_

EXISTING HOME \_\_\_\_\_

NEW CONSTRUCTION ☒



12076

COUNTRYSIDE VILLAGE SALES INC.

6302 PENDLETON AVE.  
ANDERSON, IN 46013

649-0271

OLD NATIONAL BANK  
ANDERSON, INDIANA  
71-1-863

PAY Three Thousand Six Hundred + Fifty Nine  $\frac{80}{100}$

TO THE  
ORDER OF

Fall Creek Regional Water District

DATE

7-29-02

AMOUNT

3659.80

*J. W. Cox*

⑈012076⑈ ⑆086300012⑆

# Final Plat Esche Subdivision

Part of the Southeast 1/4  
Section 13, T18N, R7E, 2nd P.M.  
Fall Creek Township,  
Madison County, Indiana

I, Stephen E. Bourquein, hereby certify that I am a Registered Land Surveyor (#S0441), licensed in compliance with the laws of the State of Indiana and that this plat correctly represents a subdivision of a parcel represented by an Indiana Land Title Survey prepared by Pendleton Consulting dated November 7, 1996, being part of the Southeast 1/4 of Section 13, Township 18 North, Range 7 East of the Second Principal Meridian, Fall Creek Township, Madison County, Indiana, more particularly described as follows:

Commencing at the Southeast Corner of said Southeast 1/4, said point as established by an Indiana Land title survey of the parent tract dated November 7, 1996, prepared by Stephen E. Bourquein, Indiana Registered Land Surveyor #S0441; thence North 01 degrees, 04 minutes, 36 seconds West, (assumed bearing) along the East line of said Southeast 1/4, 106.80 feet to a point on the northerly right-of-way line of Indiana State Road #36 per plans for Pendleton to Mt. Summit Road, T57 Project No.119(1), (1946), said point also being the POINT OF BEGINNING, said point also being on a non-tangent curve to the left from which the radius point bears South 04 degrees, 21 minutes, 24 seconds East, 9589.20 feet; thence westerly along said curve and northerly right-of-way line, 163.48 feet to a point from which the radius point bears South 05 degrees, 20 minutes, 00 seconds East, 9589.20 feet; thence South 84 degrees, 40 minutes, 00 seconds West, tangent to last said curve and along said northerly right-of-way line, 37.96 feet, to a point on a tangent curve to the right from which the radius point bears North 05 degrees, 20 minutes, 00 seconds West, 11420.90 feet, thence westerly along said curve and northerly right-of-way line, 799.80 feet to a point from which the radius point bears North 01 degrees, 49 minutes, 15 seconds West, 11420.90 feet; thence North 01 degrees, 04 minutes, 36 seconds West, 210.00 feet, thence North 88 degrees, 03 minutes, 07 seconds East, 250.03 feet; thence North 86 degrees, 47 minutes, 50 seconds East, 250.17 feet; thence North 85 degrees, 32 minutes, 29 seconds East, 250.44 feet; thence North 85 degrees, 00 minutes, 34 seconds East, 250.58 feet to a point on said East line of said Southeast 1/4; thence South 01 degrees, 04 minutes, 36 seconds East, along said East line 210.00 feet to the POINT OF BEGINNING, containing 4.8268 acres, more or less, subject to all easements, highways, rights-of-way and restrictions of record.

This subdivision contains 8 lots, numbered 1 through 8 inclusive, together with the streets, easements, and other public ways as shown on the plat.

The size of lots and widths of streets and easements are shown in figures denoting feet and decimal parts thereof.

Witness my Seal this 8th day of November, 1996.

