

Agreement for Sanitary Sewer Service

This Agreement made and entered into this 14 day of Feb., 2021, between Fall Creek Regional Waste District ("District") and Davis Homes ("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 lot # 295 Prairie Hollow.

Street Address: 10933 Spirit Dr.

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.

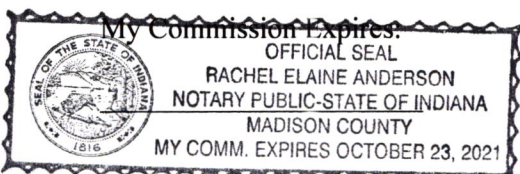
The parties hereto have read and fully understand the above provisions and agree to comply with said provisions.

FALL CREEK REGIONAL WASTE DISTRICT
Signature

APPLICANT _____
Signature

[illegible]

SUBSCRIBED and sworn to before me this 24 day of Feb., 2021

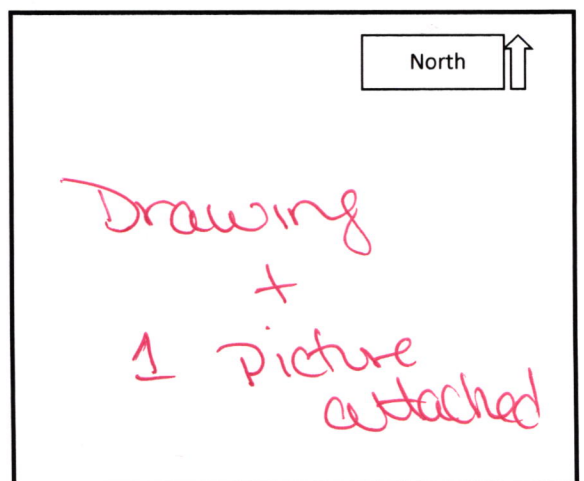


Signature Rachel Anderson
Printed Rachel Anderson
Notary Public
Resident of Medina County

Inspector Dor Date Inspected 5/10-21 Approved ✓ Rejected _____
Reason for Rejection _____

Date Reinspected	Approved	Rejected
------------------	----------	----------

Notes: _____
 Size Pipe 6" Type Pipe PVC 35
 Basement Yes No
 Sump Pump Yes No
 Downspout to Ground Yes No
 Septic Tank Pumped & Filled Yes No
 Contractor STATEMENT EX.
 Special Conditions _____
 Existing Home _____
 New Construction ✓





STOEPPELWERTH

ALWAYS ON

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

JOB ID PHOLLOW3.295

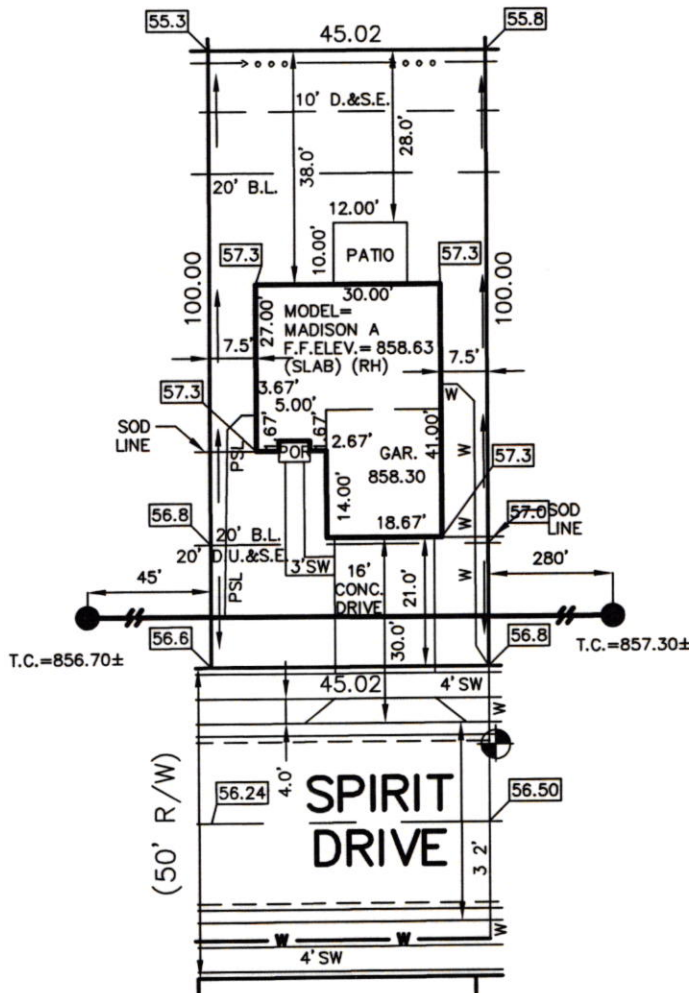
CONTROL# 96215 DAV

10933 SPIRIT DRIVE
INGALLS, IN 46048



1" = 30'

LOT AREA: 4,502 Sq. Ft.



LEGEND:

- | | |
|-----------|------------------------------------|
| XX.X | PROPOSED GRADE PER PLAN |
| XX.XAB | AS BUILT GRADE |
| S.S.D. | SUB-SURFACE DRAIN |
| AS | SANITARY SEWER |
| PSL | 6" AS BUILT SANITARY LATERAL |
| PSL | 6" PROPOSED SANITARY LATERAL |
| W | STORM SEWER |
| W | 3/4" WATER CONNECTION |
| W | WATER MAIN |
| ... | SWALE |
| ● | SANITARY MANHOLE |
| ○ | STORM MANHOLE |
| ■ | CURB INLET |
| ⊕ | FIRE HYDRANT |
| D.U.&S.E. | DRAINAGE, UTILITY & SEWER EASEMENT |
| D.&S.E. | DRAINAGE & SEWER EASEMENT |
| B.L. | BUILDING LINE |



David J. Stoeppelwerth

NOTE: THIS DRAWING IS NOT INTENDED TO BE REPRESENTED AS A RETRACEMENT OR ORIGINAL BOUNDARY SURVEY, A ROUTE SURVEY OR A SURVEYOR LOCATION REPORT.

ALL UNDERGROUND SEWERS AND UTILITIES SHOWN ARE PLOTTED BY SCALE FROM DESIGN PLANS FURNISHED BY ENGINEER. THE ACTUAL FIELD LOCATION MAY VARY.

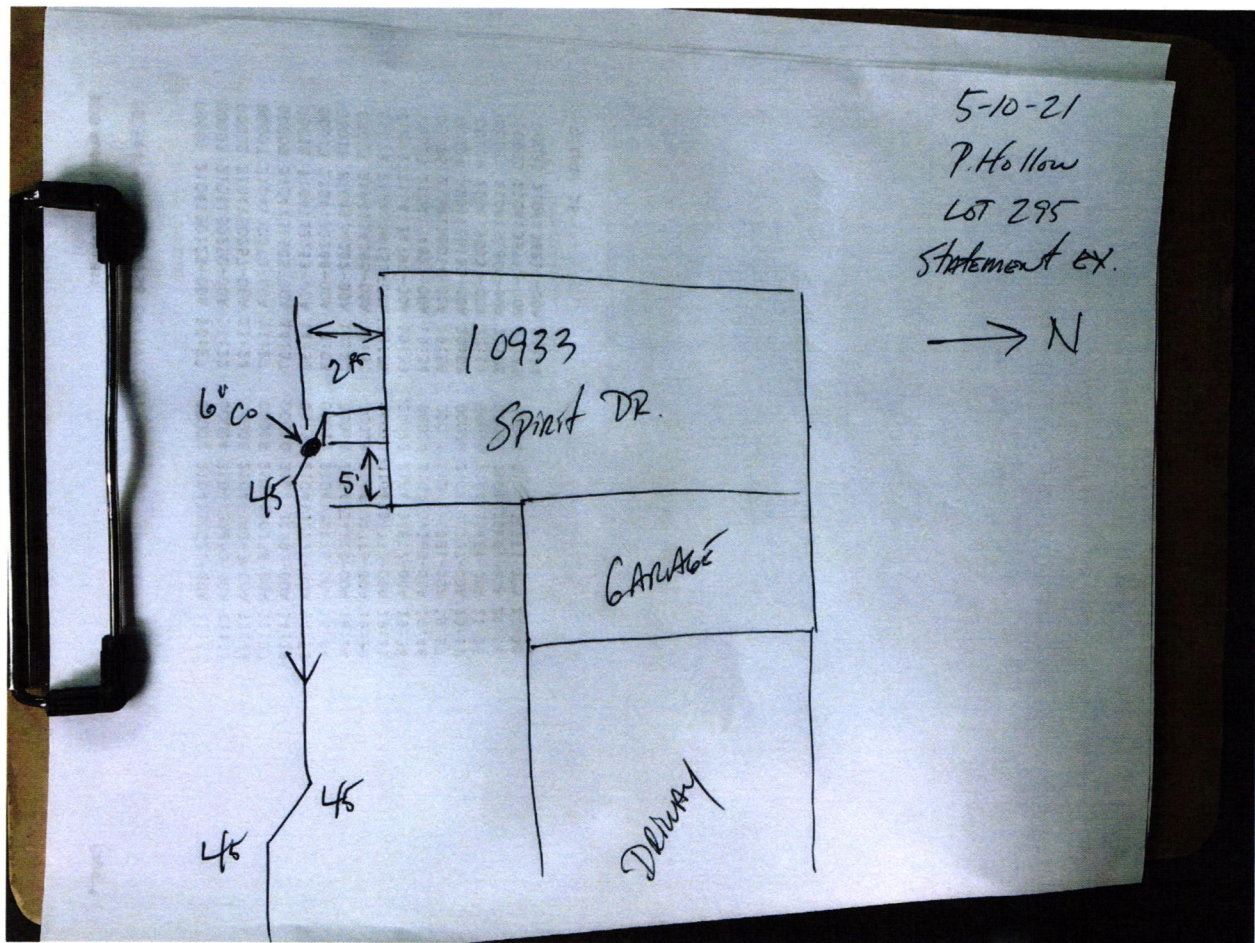
BENCHMARK
TOP OF CURB=856.50

LOT 295
PRAIRE HOLLOW
SECTION 3
INST. #2006008060
5' MINIMUM SIDE YARD
10' MINIMUM AGGREGATE
20' MINIMUM FRONT YARD
20' MINIMUM REAR YARD

SOD:	885 ± Sq. Ft.
SEEDING:	2,101 ± Sq. Ft.
CONC. DRIVEWAY:	341 ± Sq. Ft.
PRIVATE WALK:	70 ± Sq. Ft.
PUBLIC WALK:	115 ± Sq. Ft.

02/15/21 EMC







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

14778

02/24/2021

Fall Creek Regional Waste District

*****4,160.00

PAY TO THE
ORDER OF

*****FOUR THOUSAND ONE HUNDRED SIXTY 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

MEMO

Rec # 011573