

16-60408.00 Jim  
FALL CREEK REGIONAL WASTE DISTRICT

No 6118

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 17th day of October, 2006, 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 Huntzinger Farms, Lot 24, 204 Elderberry Court.

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 Deborah H. Wilson

APPLICANT  
Signature Jim M. Guly, agent for A-1 Excavation

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MADISON )

SUBSCRIBED and sworn to before me this 17th day of October, 2006.

My Commission Expires: 2-20-2008

Signature Deborah H. Wilson  
Printed Deborah H. Wilson

Notary Public  
Resident of Madison County

\*\*\*\*\*  
INSPECTOR T DATE INSPECTED 11-10-06 APPROVED ✓ REJECTED       

REASON FOR REJECTION Holiday

DATE REINSPECTED        APPROVED        REJECTED       

NOTES:  
SIZE PIPE 6" TYPE PIPE SDR35

BASEMENT YES NO

SUMP PUMP YES NO

DOWNSPOUT TO GROUND YES NO

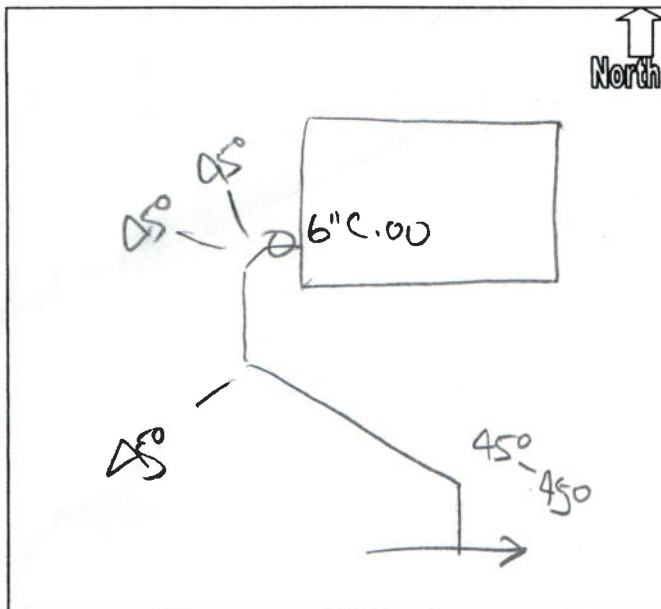
SEPTIC TANK PUMPED & FILLED YES NO

CONTRACTOR Fairland Excavation

SPECIAL CONDITIONS       

EXISTING HOME       

NEW CONSTRUCTION ✓



FALL CREEK REGIONAL WASTE DISTRICT

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

FALL CREEK REGIONAL WASTE DISTRICT  
Signature Deborah Wilson

APPLICANT  
Signature Jim Guly, agent for A-1 Expositions

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MADISON )

SUBSCRIBED and sworn to before me this 17th day of October, 2006.

My Commission Expires:  
2-20-2008

Signature Deborah L. Wilson

Printed Deborah L. Wilson

Notary Public  
Resident of Madison County

INSPECTOR \_\_\_\_\_ DATE INSPECTED \_\_\_\_\_ APPROVED \_\_\_\_\_ REJECTED \_\_\_\_\_

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

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

NOTES:  
SIZE PIPE \_\_\_\_\_ TYPE PIPE \_\_\_\_\_

BASEMENT YES \_\_\_\_\_ NO \_\_\_\_\_

SUMP PUMP YES \_\_\_\_\_ NO \_\_\_\_\_

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

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

CONTRACTOR \_\_\_\_\_

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

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

NEW CONSTRUCTION \_\_\_\_\_



#### BILLING DEPARTMENT HOURS

Monday – Friday 8:00 a.m. – 4:00 p.m.

#### PAYMENT OF SEWER BILLS

F.C.R.W.D. Administrative Office

Madison Community Bank

U.S. Postal Service

#### PENALTIES FOR LATE PAYMENT

If not paid by the due date, a 10% penalty will be added. Interest will accrue after 30 days at 1½% per month.

#### DISCONNECTION OF SERVICE FOR NON-PAYMENT

Occasionally, customers become delinquent in making payments. When this happens, we will offer the customer a Pay Agreement to allow the delinquent payments to be made over time.

It is very important for customers who have a delinquent account to communicate with us and let us know when we can expect payment. On

the rare occasions where a customer fails to pay and does not maintain a Pay Agreement:

F.C.R.W.D. can record a lien against the customers real property, foreclose on the recorded lien, and sell the property to satisfy the debt.

Additionally, we can discontinue sewer service from the customer's property by digging up the service line and plugging off the line.

Upon disconnection of the service, the Madison County Health Department will be notified of our actions and may condemn the property.

All costs incurred by F.C.R.W.D. in pursuing remedies will be charged to the occupant and/or homeowner of the property.

#### RECONNECTION CHARGES

Reconnection charges, after service is terminated, will be \$100.00 plus all other costs incurred to collect delinquent balance. This fee must be paid prior to reconnection.

#### RETURNED CHECK CHARGES

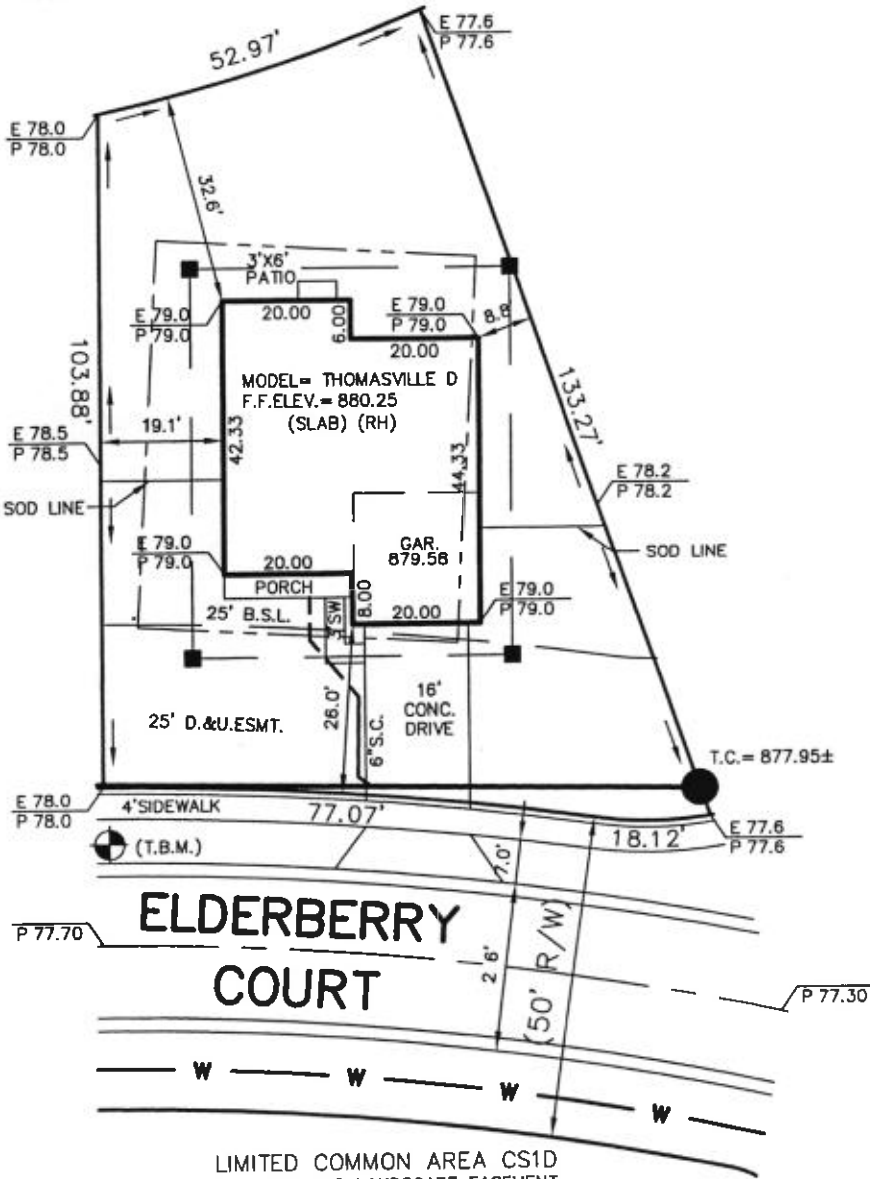
When a check is returned unpaid by the bank for any reason, the customer shall be assessed a bad check charge of \$20.00.

#### AFTER-HOUR EMERGENCIES

Problems which are discovered during normal business hours may be reported directly to our Administrative Office at (765)778-7544. After hours, a maintenance employee can be reached by voice pager at (765)641-9348. Just dial the number and at the sound of the beep, state your name and telephone number where you can be reached. Our maintenance employee will return your call at the first opportunity.

# 204 ELDERBERRY COURT

LIMITED COMMON AREA CS1E  
DRAINAGE AND LANDSCAPE EASEMENT



LIMITED COMMON AREA CS1D  
DRAINAGE AND LANDSCAPE EASEMENT



1" = 30'

LOT AREA: 8,395 Sq. Ft.

LEGEND:  
E 99.99 EXISTING GRADE (BEFORE CONST.)  
P 99.99 PROPOSED GRADE (AFTER CONST.)  
--- S.S.D. --- SUB-SURFACE DRAIN  
--- SANITARY SEWER  
--- STORM SEWER  
W --- WATER MAIN  
W --- 3/4" WATER CONNECTION  
--- SWALE  
SF --- SILT FENCE  
--- MAXIMUM BUILDING AREA  
--- EXISTING BLDG. PAD PER PLANS

- SEWER MANHOLE
- STORM MANHOLE
- CURB INLET
- ⊗ FIRE HYDRANT
- 5'X5' OFFSET STAKE
- D.&U.E. DRAINAGE & UTILITY EASEMENT
- L.E. LANDSCAPING EASEMENT
- S.L.E. SIGN LANDSCAPE EASEMENT

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

## LOT 24 COLD SPRINGS AT HUNTZINGER FARMS SECTION 1

INST. #2005024535

ZONING: P.U.D.

5' MINIMUM SIDE YARD

10' MINIMUM AGGREGATE

15' MINIMUM REAR YARD

SOD:	385 ± Sq. Yds.
GRADED ONLY:	3,282 ± Sq. Ft.
CONC. DRIVEWAY:	669 ± Sq. Ft.
PRIVATE WALK:	40 ± Sq. Ft.
PUBLIC WALK:	319 ± Sq. Ft.
PATIO:	18 ± Sq. Ft.



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



10/10/08 J.R.  
"HOLEY MOLEY SEZ"  
"DON'T DIG BLIND"  
CALL TWO WORKING DAYS BEFORE YOU DIG.  
IT'S THE LAW  
1-800-382-5544

PAY TO:  
Fall Creek Reg Waste Dis  
9378 South 650 West  
Pendleton, IN 46064

Davis Homes, LLC

Page 1 of 1

VENDOR NO.	CHECK DATE	CHECK NO	CHECK TOTAL
fal93	10/17/2006	272193	\$2,635.00

Invoice	Date	Description	Gross Amt	Adjusts	Net Amount
hfc24	10/17/06	Sewer Permit	2635.00	0.00	2635.00
hfc24	204 Elderberry Court	hfc01 Huntzinger Farms-Cold Springs			
Check Subtotal ----->>			2635.00	0.00	2635.00

Davis Homes, LLC  
3755 East 82nd Street  
Suite 120  
Indianapolis, IN 46240

First Indiana Bank  
Indianapolis, IN 46204

20-7043  
2749

CHECK NO.  
**272193**  
10/17/2006

PAY \*\*\*Two Thousand Six Hundred And Thirty Five Dollars Only\*\*\*\*\*

\*\*\*\$2,635.00\*

To  
The  
Order  
Of  
Fall Creek Reg Waste Dis  
9378 South 650 West  
Pendleton, IN 46064

5 - De

⑈00272193⑈ ⑆274070439⑆ 010080104⑈