

26-68380.00

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

#6774

Agreement for Sanitary Sewer Service

Kyle Smith
Todd Perry

This Agreement made and entered into this 16th day of NOVEMBER, 2018, between Fall Creek Regional Waste District ("District") and SMITH & PERRY ENT. LLC ("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 FOSTER BRANCH RIDGE, LOT 9.

Street Address: 6168 W. FOSTER RIDGE LN, PENDLETON

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 A. McClintick
Signature

APPLICANT

[Signature]
Signature

STATE OF INDIANA)
) SS:
COUNTY OF MADISON)

SUBSCRIBED and sworn to before me this 16th day of NOVEMBER, 2018

My Commission Expires:

Signature Rebecca A. McClintick



OFFICIAL SEAL
REBECCA A. MCCLINTICK
NOTARY PUBLIC-STATE OF INDIANA
MADISON COUNTY
MY COMM. EXPIRES MAY 18, 2024

Printed _____

Notary Public

Resident of _____ County

Inspector Kyle Date Inspected 6-5-19 Approved ✓ Rejected _____

Reason for Rejection _____

Date Reinspected _____ Approved _____ Rejected _____

Notes:

Size Pipe 4" / 1 1/2" Type Pipe SDR35 / IPS 160

Basement Yes (No)

Sump Pump Yes (No)

Downspout to Ground Yes (No)

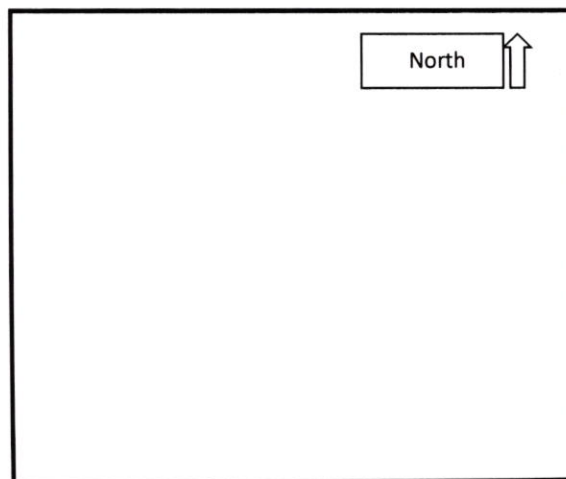
Septic Tank Pumped & Filled Yes (No)

Contractor Smith and Perry

Special Conditions _____

Existing Home _____

New Construction ✓



7 Pictures attached



STOEPPELWERTH

ALWAYS ON

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

JOB ID FOSTERBR.9

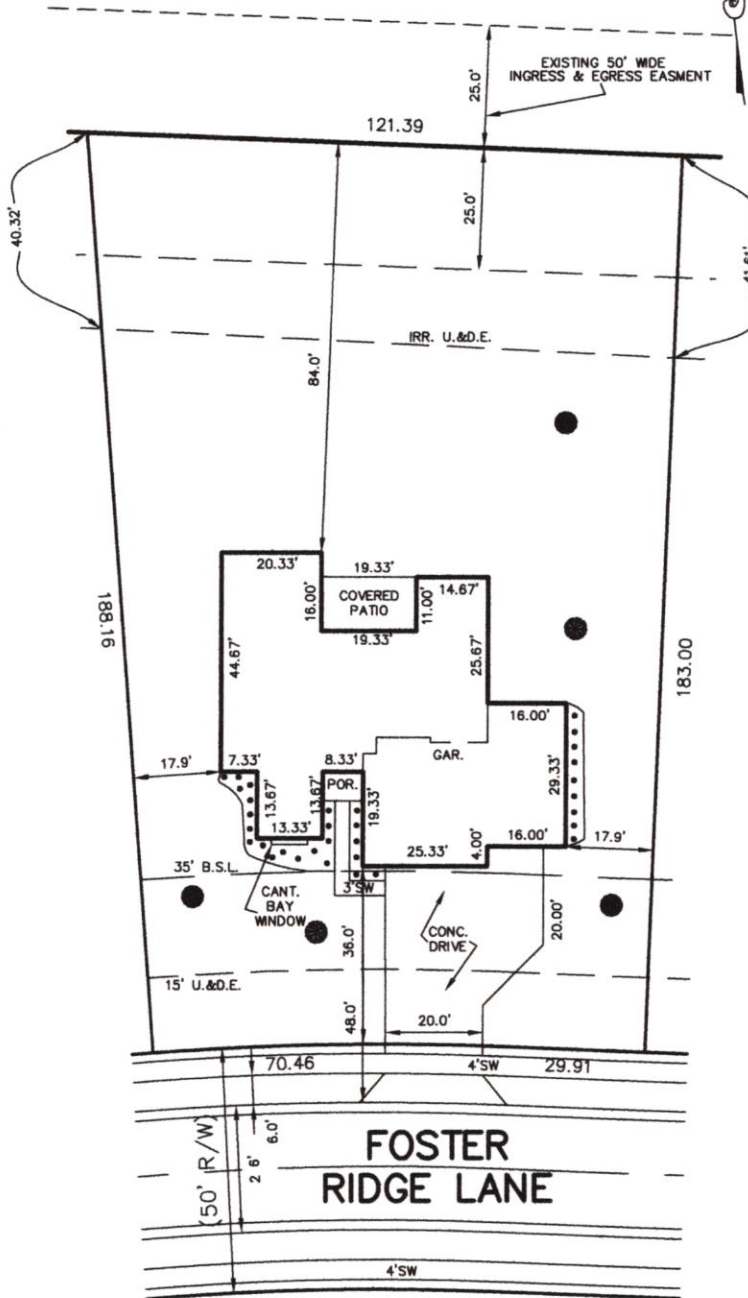
CONTROL# 85436 SPENT

6168 WEST FOSTER RIDGE LANE
PENDLETON, IN 46064

1" = 30'

LOT AREA: 20,413 Sq. Ft.

LOT COVERAGE=22.4%



LEGEND:

XX.X PROPOSED GRADE PER PLAN
XX.XAB AS BUILT GRADE

S.S.D. SUB-SURFACE DRAIN
SANITARY SEWER
STORM SEWER
W WATER MAIN
W 3/4" WATER CONNECTION
SWALE

- SANITARY MANHOLE
- STORM MANHOLE
- CURB INLET
- ⊕ FIRE HYDRANT
- 1.5' ORNAMENTAL TREE (2)
- 2.5' SHADE TREE (3)
- 3 GALLON MINIMUM SHRUB VARIETY: BLUE POINTE JUNIPER, VIBURNUM, BUTTERFLY BUSH

U.&D.E. UTILITY & DRAINAGE EASEMENT
B.S.L. BUILDING SETBACK LINE
IRR. IRREGULAR

NOTE: TOPO TO BE DONE UPON STAKING OF LOT



David J. Stoepfelwerth

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

LOT 9
FOSTER BRANCH RIDGE

INST. #200020715

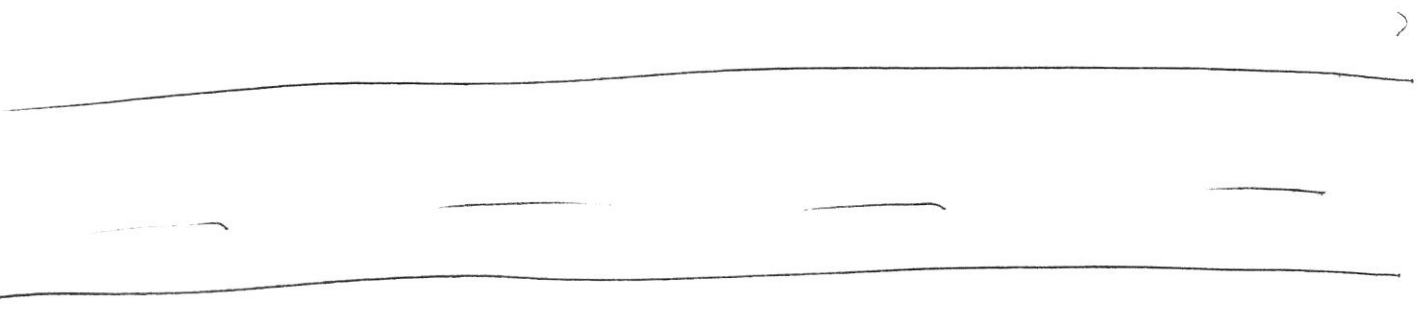
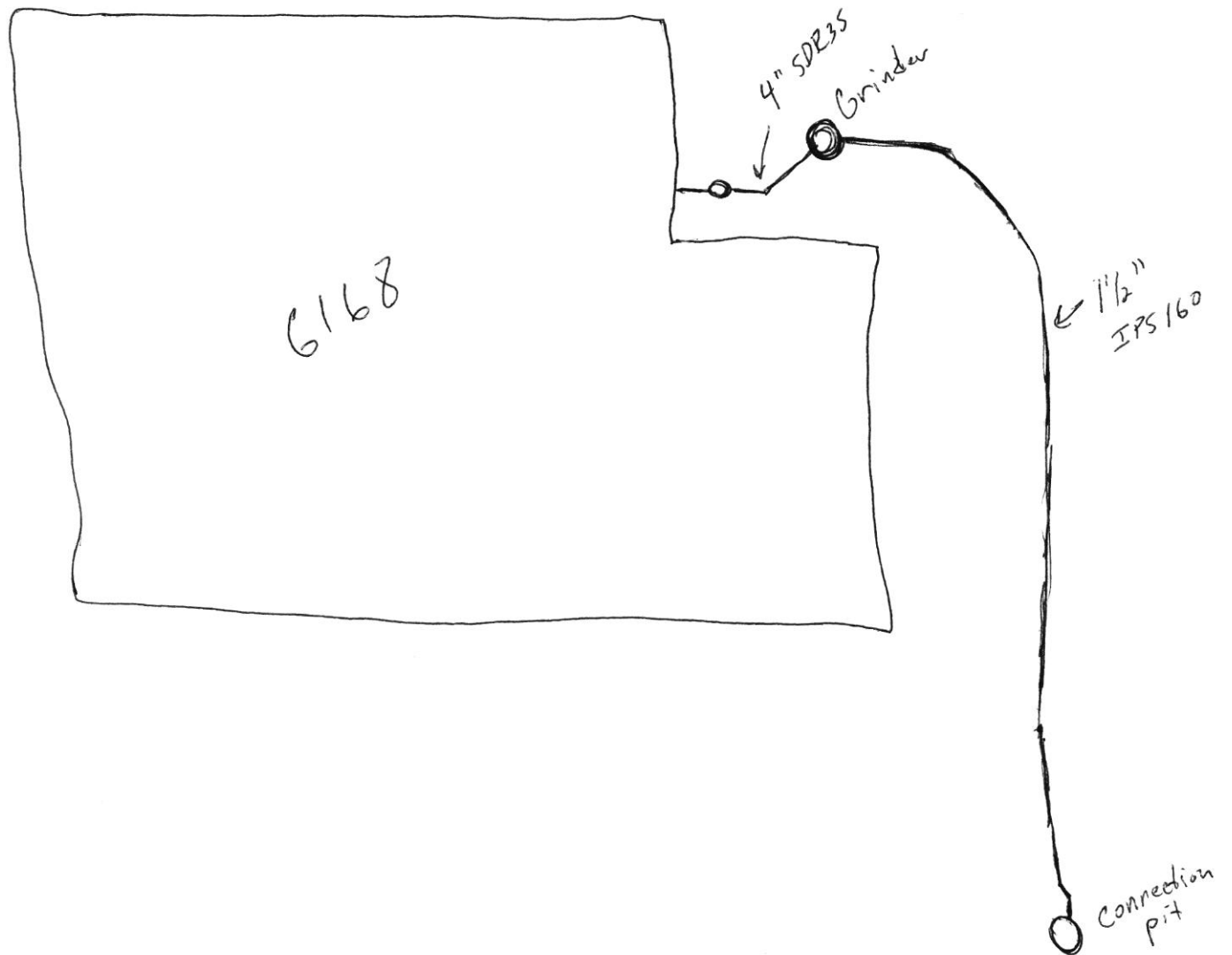
ZONING: R2

5' MINIMUM SIDE YARD
15' MINIMUM AGGREGATE
20' MINIMUM REAR YARD
30' MINIMUM FRONT YARD
45% MAXIMUM LOT COVERAGE



6168 W Foster Ridge^W

2
↑















SMITH & PERRY ENTERPRISE LLC
2301 CORSICAN CIRCLE
WESTFIELD, IN 46074

296
71-208/749

11/15/18
Date

Pay to the
Order of

FCRWD

Six thousand nine hundred ninety six

\$ 6,996.23

23/100

Dollars



Photo
Safe
Deposit®
Details on back



For

C. J. [Signature]

Harvest Circle

BLUE SHEPHERD