21-31530.00

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

This Agreement made and entered into this <u>d</u> day of <u>Sept</u>, 20 <u>A</u>, between Fall Creek Regional Waste District ("District") and <u>Lennar Homes</u> ("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 <u>Springbrook Lot 187</u>

8558 Winton 4L Street Address:

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.

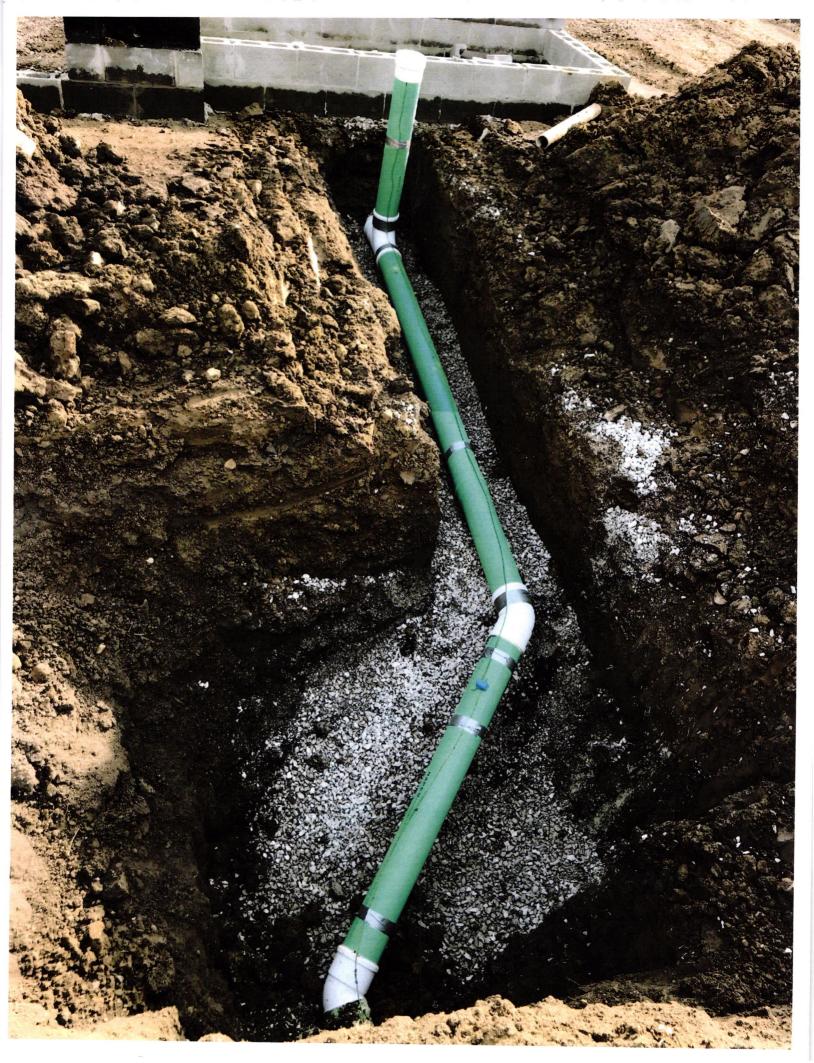
	FALL CREEK REGIONAL WASTE DISTRICT		APPLICAN
	Signature		Signature
	STATE OF INDIANA)) SS: COUNTY OF MADISON)		
	SUBSCRIBED and sworn to before me this _	day of	Sept., 20 21
- AND	My Commission Expires: OFFICIAL SEAL RACHEL ELAINE ANDERSON NOTARY PUBLIC STATE OF INDIANA MADISON COUNTY MY COMM. EXPIRES OCTOBER 23, 2021	Signature Printed No Re	Lachel E. Hoderson tary Public sident of Madure County
	Inspector <u>Kyle</u> Date Inspected <u>$11/24/21$</u> Reason for Rejecton Date Reinspected Notes:	_ Approved Approved	
	Size Pipe <u>5</u> Type Pipe <u>5</u> <u>7</u> Basement <u>Yes</u> <u>No</u> Sump Pump <u>Yes</u> <u>No</u> Downspout to Ground <u>Yes</u> <u>No</u> Septic Tank Pumped & Filled <u>Yes</u> <u>No</u>		North
	Contractor Baldwin Exv. Special Conditions Existing Home New Construction		Drawing + 1 Picture attached

#7606

A PARTICIPAL CONTRACTOR OF A PARTICIPAL OF A P

STOEPPELWERTH	JOB ID SPRINGBK4.187
ALWAYS ON	CONTROL# 99774 LEN
7965 East 106th Street, Fishers, IN 46038-2505	PARCEL#N/A
phone: 317.849.5935 fax: 317.849.5942	8558 WINTON PLACE
	PENDLETON, IN 46064
	1" = 30'
	LOT AREA: 8,470 Sq. Ft.
COMMON AREA "4C" L.E.	M.F.F.E.=866.3 M.F.P.G.=866.0
T.C.=863.40± 74.86	LEGEND: XX.X PROPOSED GRADE PER PLAN
10' D. &U.E.	XX.XAB AS BUILT GRADE
37.4	ASL 6" AS RULL SANITARY LATER
40. 	
10.00'	
66.2 PATIO 66.2	SWALE SANITARY MANHOLE
30.00'	STORM MANHOLE
	CURB INLET
₩ (SLAB) (LH) ½ 54	
10.00	570
66.2 GAR. 866.87 500 SOD	STREET TREE
SOD LINE 10.00' % 20.00' G PORCH	D.U.&S.S.E. DRAINAGE, UTILITY & SANITAR SEWER EASEMENT D.&U.E. DRAINAGE & UTILITY EASEMEN
30' B.L. 10.6' 65.7 CONC.	L.E. LANDSCAPE EASEMENT B.L. BUILDING LINE M.F.F.E. MINIMUM FINISHED FLOOR
	ELEVATION M.F.P.G. MINIMUM FLOOD PROTECTION GRADE
20 0.01 55'± 20.0' 0 0 65'±	
65.4 1 25.60 30.85 5'SW T.C.=864.93±	
T.C.=865.94± 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.	
T.C. =864.76±	
65.05 WINTON	
PLACE	
×	
X S'SW	
3 SW	
	No. No. STOEPPE No. STOEPPE No. HIT No. STATE OF NDIANA SURVE
	LUND EGISTERES
	No. ATH
CONTRACTOR SHALL CUT 12' OFF OF LATERAL AND BEGIN FROM THAT POINT AND CONNECT TO	80040474
HOUSE FOLLOWING PLOT PLAN.	WDIANA OT IT
ALL UNDERGROUND SEWERS AND UTILITIES SHOWN ARE PLOTTED BY SCALE FROM DESIGN PLANS FURNISHED BY ENGINEER TOP OF CURB = 865.05	SURV E
THE ACTUAL FIELD LOCATION MAY VARY. SOD: 163 ± Sq. Yd.	David 1 Star no luce the
LOI 18/ SEEDING: 4,714 ± Sq. Ft. SPRINGBROOK SEED IN EASEMENT: 741 ± Sq. Ft. CONC. DRIVEWAY: 798 ± Sq. Ft.	NOTE. THE PRAMMA IS NOT INTERED
SECTION 4 PRIVATE WALK: 26 ± Sq. Ft. PUBLIC WALK: 180 ± Sq. Ft.	NOTE: THIS DRAWING IS NOT INTENDED TO REPRESENTED AS A RETRACEMENT OR ORIG BOUNDARY SURVEY, A ROUTE SURVEY OR / SURVEYOR LOCATION REPORT.
INST. #(UNRECORDED) APRON: 305 ± Sq. Ft.	
ZONING: R3 REAR EASEMENT 5' MINIMUM SIDE YARD HANDICAP RAMPS: 0	08/23/21 NSH
30' MINIMUM FRONT YARD	
15' MINIMUM REAR YARD	

Springbrook Lot #187 11/24/21 NE Baldwin Exu. 8558 Winton Pl. 212000 31 す



021 180 DAYS ***	el Dressertan
180 DAVS ***	
CHECK AMOUNT	International and a second
Security leatures included. Details on back.	NY LANG AND
	Dene Bisselle-

Authorized Signature

.

1

Ree * Ollogs

JPMo Chica

٤.

.