2-31525.0

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>d</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 186</u>

8570 W; Non 1 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	APPLICANT
Signature	Signature
STATE OF INDIANA)	
) SS: COUNTY OF MADISON)	
SUBSCRIBED and sworn to before me this 2 day of	Sept, 20 H
My Commission Expires: OFFICIAL SEAL BACHEL ELAND	
MADISON COUNTY MY COMM. EXPIRES OCTOBER 23, 2021	Notary Public Resident of Madizon County

Inspector_Kyla Date Inspected <u>11/24/21</u> Approved Reason for Rejecton	Rejected
Date Reinspected Approved_	Rejected
Size Pipe 6 Type Pipe SDC 35	
basement <u>Yes</u> No	
Downspout to Ground Yes	North
Septic Tank Pumped & Filled Yes (No)	
Contractor Baldwin Exv.	Drawing
Existing Home	-;
New Construction	+
	2 Dictores
	o piciolo
	attached

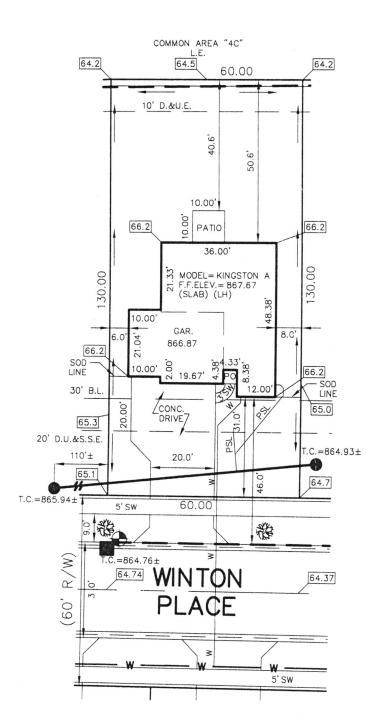
#7605

S S

TOE<u>PPELW</u>ERTH

7965 East 106th Street, Fishers, IN 46038-2505

phone: 317.849.5935 fax: 317.849.5942



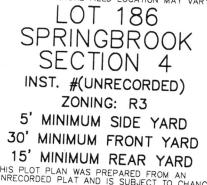
CONTROL# 99773 LEN				
PARCEL	_#N/A			
8570 WINTON PLACE PENDLETON, IN 46064				
C				
	1" = 30'			
LOT ARE	A: 7,800 Sq. Ft.			
M.I	F.F.E.=866.0 F.P.G.=866.0			
XX.XAB AS BUILT G	GRADE PER PLAN RADE			
<u>S.S.D.</u> PSL	SUB-SURFACE DRAIN SANITARY SEWER 6" AS BUILT SANITARY LATERAL			
	6" PROPOSED SANITARY LATERAL STORM SEWER 3/4" WATER CONNECTION WATER MAIN			
	SWALE SANITARY MANHOLE			
•	STORM MANHOLE			
	CURB INLET			
¥	FIRE HYDRANT			
發	STREET TREE			
D.U.&S.S.E. D.&U.E. L.E. B.L. M.F.F.E. M.F.P.G.	DRAINAGE, UTILITY & SANITARY SEWER EASEMENT DRAINAGE & UTILITY EASEMENT LANDSCAPE EASEMENT BUILDING LINE MINIMUM FINISHED FLOOR ELEVATION MINIMUM FLOOD PROTECTION GRADE			

GRADE

JOB ID SPRINGBK4.186

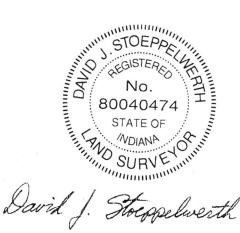
CONTRACTOR SHALL CUT 7' OFF	
OF LATERAL AND REGIN FROM	
THAT POINT AND CONNECT TO	
HOUSE FOLLOWING PLOT PLAN.	ł

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



SIGNATURE:	DATE:
HANDICAP RAMPS:	0
REAR EASEMENT	355 ± Sq. Yd.
ADDITIONAL SOD TO:	305 ± Sa. Ft.
PUBLIC WALK:	$200 \pm$ Sq. Ft.
PRIVATE WALK:	21± Sq. Ft.
CONC. DRIVEWAY:	872 ± Sq. Ft.
SEED IN EASEMENT:	600 ± Sq. Ft.
SEEDING:	3,792 ± Sq. Ft.
SOD:	173 ± Sq. Yd.
TOP OF (CURB = 864.74
	ENCHMARK

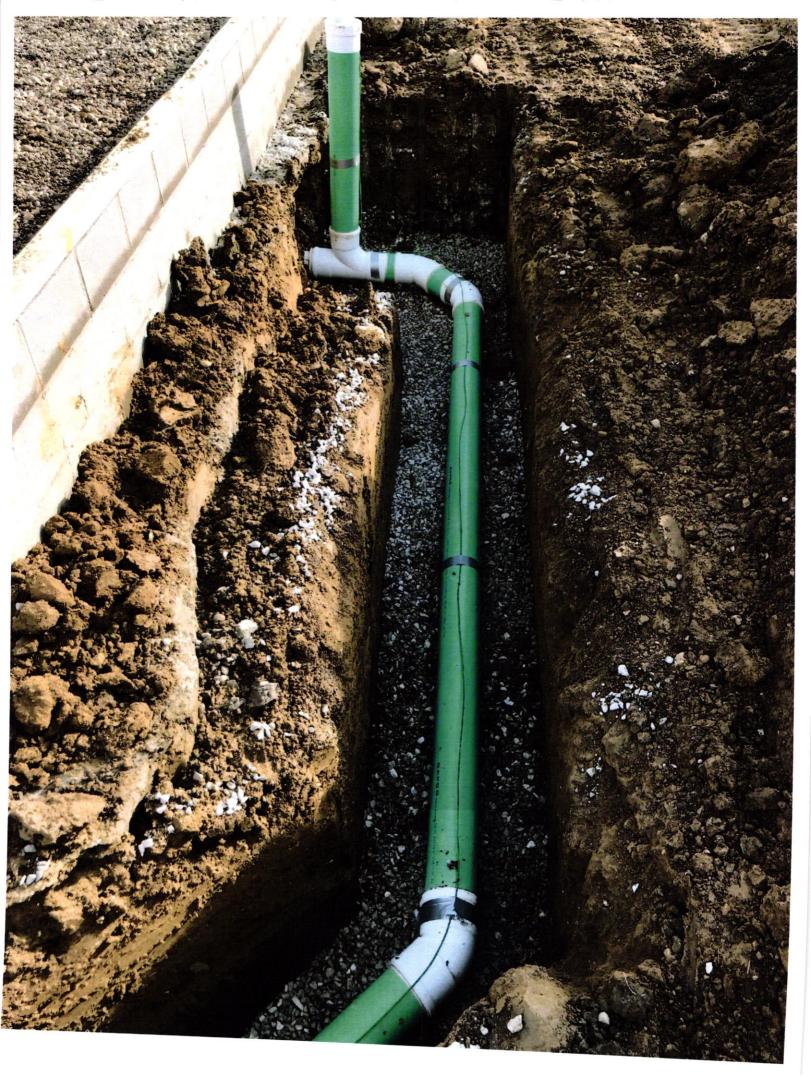




NOTE: THIS DRAWING IS NOT INTENDED TO BE REPRESENTED AS A RETRACEMENT OR ORIGINAL BOUNDARY SURVEY, A ROUTE SURVEY OR A SURVEYOR LOCATION REPORT.



Springbrook Lot # 186 Baldwin EXU. 11/24/21 NE 8570 Windon Pl. ~ O Las 9' J





Indianapolis	mes of Indiana, Inc. is Division	CHECK NUMBER 167305	2 70-2322 719	
Carmel, IN	leridian St Ste 400 I 46032	August 30, 2021		
TO THE	FALL CREEK REGIONAL WASTE DISTRICT PO BOX 59	*** VOID AFTER 180 DAYS ***		
ORDER OF:	PENDLETON, IN 46064		CHECK AMOUNT	
			\$760.00	
	EXACTLY *******760 DOLLARS	S AND 00 CENTS	Security feetures included. Details on back.	
JPMorgan Chase Bank Chicago, IL	ik, N.A.			
		She	Burth.	
		Authoriz	ed Signature	

Keck Oliozy

11

1