21-31585:00

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>5</u>day of <u>0</u>(<u>1</u>, 20<u>1</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 198</u>.

Street Address: 8513 Holl Nor St.

-

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.

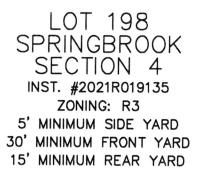
PAIL CREEK REGIONAL WASTE DISTRICT	APPLICANT
Signature	Signature
STATE OF INDIANA)	
) SS: COUNTY OF MADISON)	
SUBSCRIBED and sworn to before me this	
My Commission Expires:	Signature_ Relecca f. McClintich
OFFICIAL SEAL REBECCA A. McCLINTICK NOTARY PUBLIC-STATE OF INDIANA	Printed
MADISON COUNTY MY COMM. EXPIRES MAY 18, 2024	Notary Public Resident of County

Inspector SN Date Inspected $2/24/2^{\circ}$	ZApproved V Rejected
Reason for Rejecton	
	Approved Rejected
Notes: Size Pipe Type Pipe <u>35</u>	
Basement Yes No	
Sump Pump <u>Yes No</u>	North
Downspout to Ground Yes No	
Septic Tank Pumped & Filled Yes No	
Contractor Baldwin ex	Downing
Special Conditions	er allen i g
Existing Home	
New Construction	Ť
	1 Dictore

#7617

e	
STOEPPELWERTH	JOB ID SPRINGBK4.198
	CONTROL# 100719 LEN
7965 East 106th Street, Fishers, IN 46038-2505	¥48-15-28-401-001.048-014
phone: 317.849.5935 fax: 317.849.5942	8573 KELLNER STREET PENDLETON, IN 46064
LAKE #2 N.P. ELEV.=853.00 100 YEAR ELEV.=857.15	
COMMON AREA "4A" 60.00 63.0 63.0 63.0	1" = 30'
10' D.&U.E.	LOT AREA: 7,800 Sq. Ft. M.F.F.E.=865.1 M.F.P.G.=864.8
6 ⁵ 4.6 6 ⁶ 2	EGEND: XX.X PROPOSED GRADE PER PLAN XX.XAB AS BUILT GRADE
66.1 9 РАПО 38.00'	SUB-SURFACE DRAIN SANITARY SEWER 6" AS BUILT SANITARY LATERAL PSL 6" PROPOSED SANITARY LATERAL 6" PROPOSED SANITARY LATERAL
00 MODEL= VALENCIA C F.F.ELEV.= 867.57 M (SLAB) (RH) 9 11.0'	W STORM SEWER 3/4" WATER CONNECTION W WATER MAIN SWALE
	SANITARY MANHOLE
GAR.	CURB INLET
SODS.67	FIRE HYDRANT
LINE 12.33 W 01 300 B.L. 65.6 0 65.2	STREET TREE
65.3	D.&U.E. DRAINAGE & UTILITY EASEMENT D.E. DRAINAGE EASEMENT M.F.F.E. MINIMUM FINISHED FLOOR ELEVATION M.F.P.G. MINIMUM FLOOD PROTECTION
5'SW 60.00	GRADE
5' SW	
T.C.=865.52± 120'± T.C.=864.73±	
	NO. 80040474 STATE OF

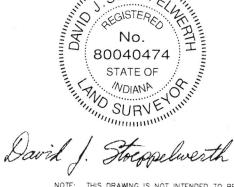
ALL UNDERGROUND SEWERS AND UTILITIES SHOWN ARE PLOTTED BY SCALE FROM DESIGN PLANS FURNISHED BY ENGINEER THE ACTUAL FIELD LOCATION MAY VARY.



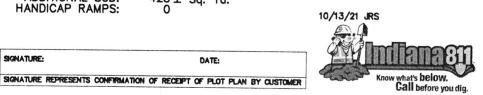
V	TOP	OF	CURE	3 =	8	64.9	95
	DRIV /ATE BLIC Al IONAL	WALI WALI PRON SOI): 3, Y: <: <: N:):	828 544 24 220	****	Sq. Sq. Sq.	Ft. Ft. Ft. Ft.

DATE:

SIGNATURE:



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



8573 Kellner ST

Springhrock 2/24/22 Baldwin ey Lot 198 8573 Kellner



Lennar Corporation Lennar Homes of Indiana, Inc. Indianapolis Division 11555 N Meridian St Ste 400 Carmel, IN 46032

PAY FALL CREEK REGIONAL WASTE DISTRICT TO THE PO BOX 59 ORDER OF: PENDLETON, IN 46064

118

CHECK NUMBER	169	9452	25	
October 12,	2021			

*** VOID AFTER 180 DAYS ***

CHECK AMOUNT

Security Included. Details o

70-2322

719

EXACTLY ********760 DOLLARS AND 00 CENTS

JPMorgan Chase Bank, N.A. Chicago, IL

Authorized Signature

Rect ON893