

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

#8394

Agreement for Sanitary Sewer Service

This Agreement made and entered into this 30 day of June, 2023, between Fall Creek Regional Waste District ("District") and Lennar 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 Springbrook Lot 414.

Street Address: 8618 Jippe Rd.

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

APPLICANT

Signature

STATE OF INDIANA)

) SS:

COUNTY OF MADISON)

SUBSCRIBED and sworn to before me this ____ day of _____, 20__

My Commission Expires:

Signature _____

Printed _____

Notary Public

Resident of _____ County

Inspector Dow Date Inspected 7-10-23 Approved ☒ Rejected _____

Reason for Rejection _____

Date Reinspected _____ Approved _____ Rejected _____

Notes:

Size Pipe 6" Type Pipe MC35

Basement Yes _____ No _____

Sump Pump Yes _____ No _____

Downspout to Ground Yes _____ No _____

Septic Tank Pumped & Filled Yes _____ No _____

Contractor Dr. Purnell

Special Conditions _____

Existing Home ☒

New Construction ☒

North

Drawing
+
1 picture
attached



M.F.P.G. = 864.2

—

STREET TREE

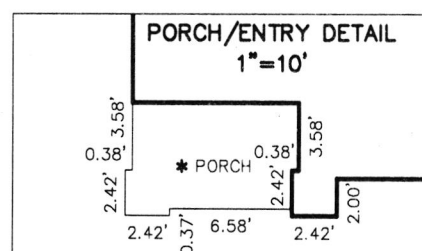
WATER METER

DRAINAGE & UTILITY EASEMENT

BUILDING LINE

MINIMUM F
ELEVATION

ELEVATION
MINIMUM FLOOD PROTECTION
GRADE



David J. Stoppelwerth

NOTE: THIS DRAWING IS FOR PERMITTING PURPOSES ONLY AND NOT INTENDED TO BE REPRESENTED AS A RETRACEMENT SURVEY, ORIGINAL SURVEY, ROUTE SURVEY, LOT SURVEY OR A SURVEYOR LOCATION REPORT OR ANY OTHER TYPE OF PROPERTY BOUNDARY ASSESSMENT. NO BOUNDARY CORNERS HAVE BEEN SET AND THEREFORE NO LIABILITY WILL BE ASSUMED FOR ANY USE OF THIS DATA FOR CONSTRUCTION OF NEW IMPROVEMENTS INCLUDING FENCES.

06/12/23 NSH



5' MINIMUM SIDE YARD
30' MINIMUM FRONT YARD
15' MINIMUM REAR YARD

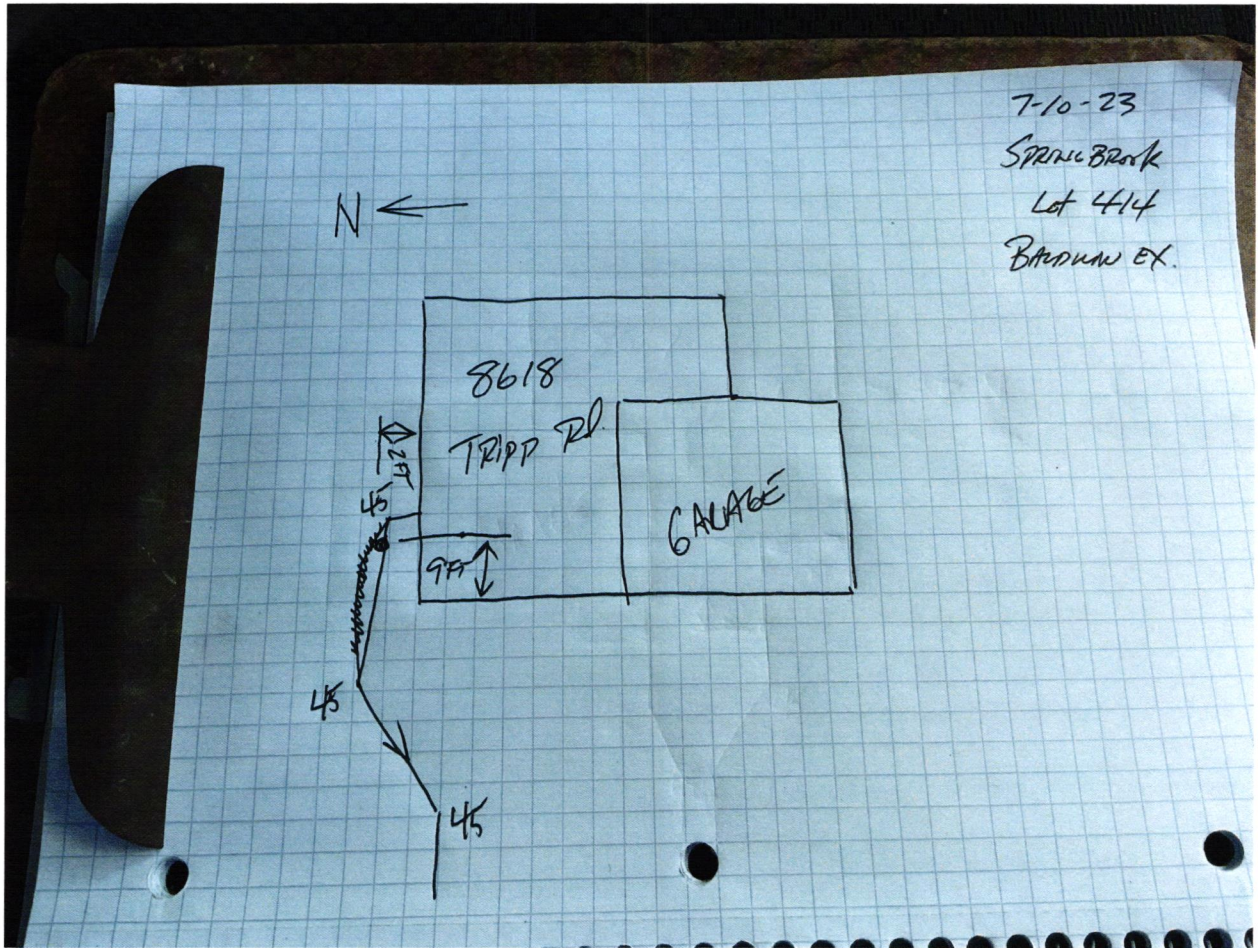
ALL UNDERGROUND SEWERS AND UTILITIES
SHOWN ARE PLOTTED BY SCALE FROM
DESIGN PLANS FURNISHED BY ENGINEER
THE ACTUAL FIELD LOCATION MAY VARY.

| | | | |
|-----------------|-------|-----|-----|
| SOD: | 643 ± | Sq. | Yd. |
| SEED: | N/A ± | Sq. | Ft. |
| CONC. DRIVEWAY: | 861 ± | Sq. | Ft. |
| PRIVATE WALK: | 23 ± | Sq. | Ft. |
| PUBLIC WALK: | 200 ± | Sq. | Ft. |
| APRON: | 345 ± | Sq. | Ft. |
| ADDITIONAL SOD: | N/A ± | Sq. | Yd. |
| HANDICAP RAMPS: | 0 | | |

SIGNATURE:

DATE: _____

SIGNATURE REPRESENTS CONFIRMATION OF RECEIPT OF PLOT PLAN BY CUSTOMER





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

C620426992042699

PAGE: 1 of 1

DATE: June 12, 2023
CHECK NUMBER: 2042699
AMOUNT PAID: \$760.00

00006 6546 CKS SD 23163 - 0002042699 NNNNNNNNNN 1635100004203 XIP3C6 C
FALL CREEK REGIONAL WASTE DISTRICT
PO BOX 59
PENDLETON IN 46064



Vendor No: 12975753

| Date | CO. # | Invoice Number | Payment Advice | Gross Amount | Discount | Net Amount |
|----------|-------|----------------|-------------------|--------------|----------|------------|
| 06/05/23 | 69365 | 69365710414 WS | MV-69365710414 WS | \$760.00 | \$0.00 | \$760.00 |
| TOTALS | | | | \$760.00 | \$0.00 | \$760.00 |

Rec# 00530

PLEASE DETACH BEFORE DEPOSITING CHECK

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

CHECK
NUMBER 2042699

70-2322
719

June 12, 2023

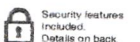
*** VOID AFTER 180 DAYS ***

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

CHECK AMOUNT

\$760.00

EXACTLY *****760 DOLLARS AND 00 CENTS



JPMorgan Chase Bank, N.A.
Chicago, IL

Dene B...

Authorized Signature