

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

#7043

Agreement for Sanitary Sewer Service

This Agreement made and entered into this ___ day of ___, 20___, 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 20.

Street Address: 8765 Winton Place

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 ___ day of ___, 20___

My Commission Expires:

Signature

Printed

Notary Public
Resident of ___ County

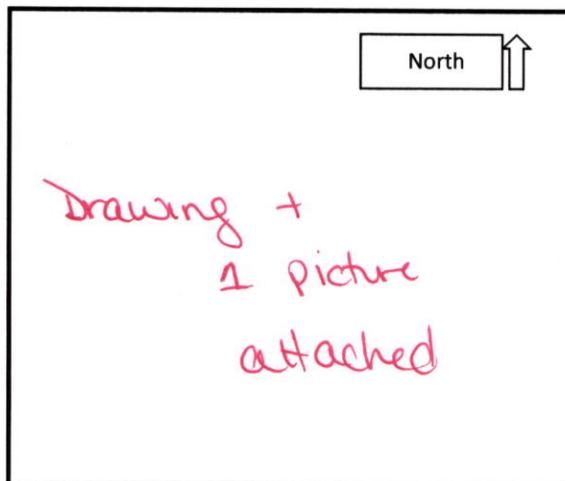
Inspector SN Date Inspected 1/28/20 Approved [check] Rejected

Reason for Rejection

Date Reinspected Approved Rejected

Notes:

Size Pipe 6" Type Pipe 35
Basement Yes No
Sump Pump Yes No
Downspout to Ground Yes No
Septic Tank Pumped & Filled Yes No
Contractor Baldwin ex
Special Conditions
Existing Home
New Construction [check]



Fall Creek Regional Waste District

#7017

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 2 day of Dec, 2019, between Fall Creek Regional Waste District ("District") and Lamar 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 lot 20 Springbrook.

Street Address: 8765 Winton Place Pendleton IN 46064

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.

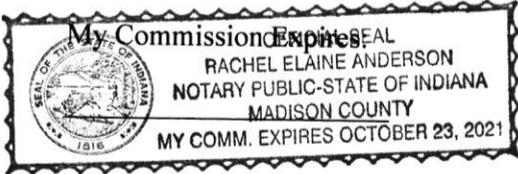
The parties hereto have read and fully understand the above provisions and agree to comply with said provisions.

FALL CREEK REGIONAL WASTE DISTRICT
Signature Rachel Lange

APPLICANT
Signature [Handwritten Signature]

STATE OF INDIANA)
) SS:
COUNTY OF MADISON)

SUBSCRIBED and sworn to before me this 2 day of Dec, 2019

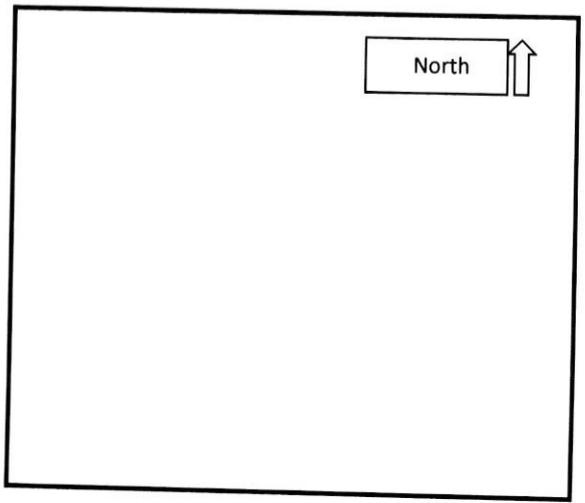


Signature Rachel E. Anderson
Printed Rachel E. Anderson
Notary Public
Resident of Madison County

Inspector SN Date Inspected 1/28/20 Approved [checked] Rejected
Reason for Rejection

Date Reinspected Approved Rejected

Notes:
Size Pipe 6" Type Pipe 35
Basement Yes No
Sump Pump Yes No
Downspout to Ground Yes No
Septic Tank Pumped & Filled Yes No
Contractor Baldwin
Special Conditions
Existing Home
New Construction [checked]





STOEPPELWERTH

ALWAYS ON

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

JOB ID SPRINGBK1A.20

CONTROL# 89715 LEN

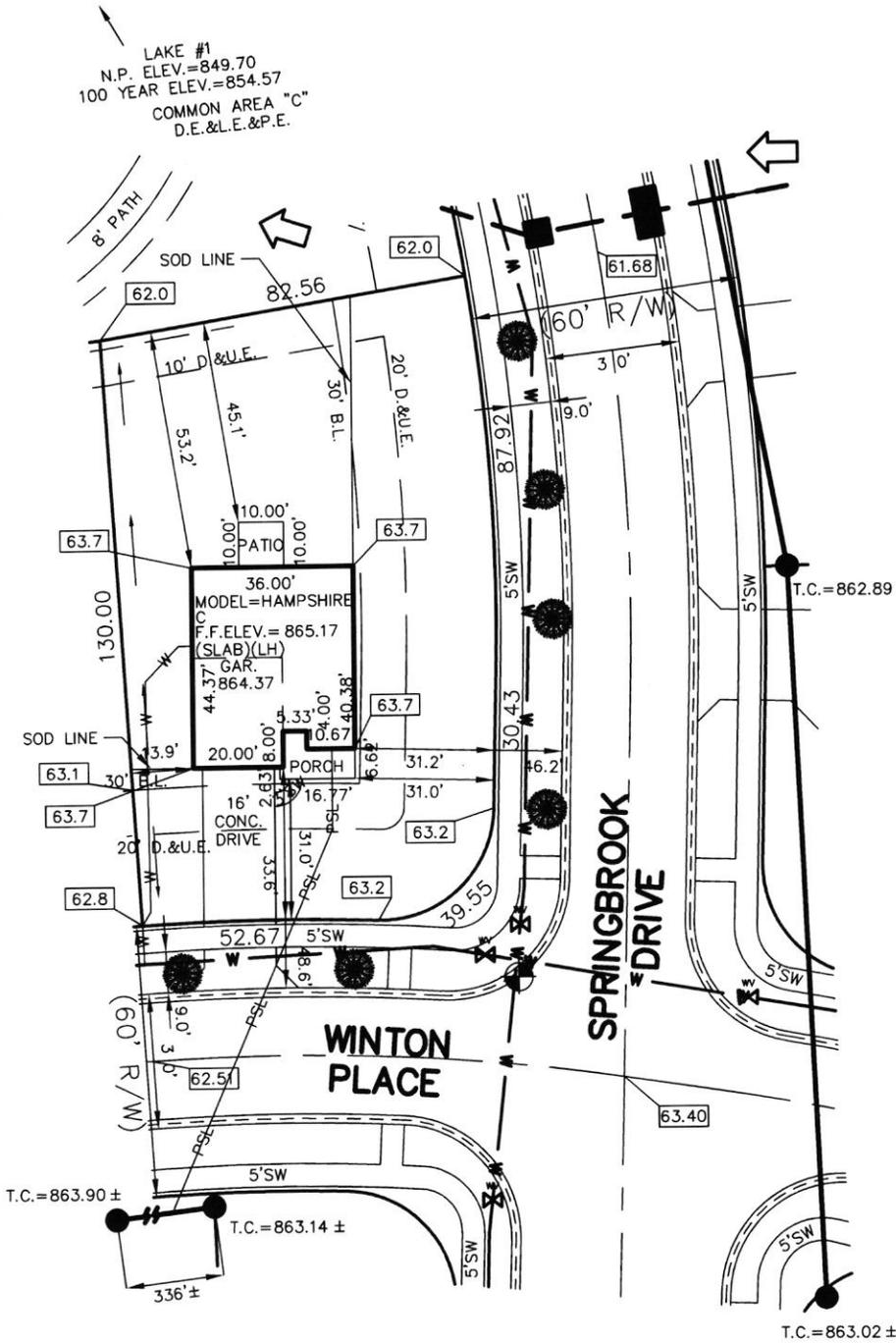
8765 WINTON PLACE
PENDLETON, IN 46064



1" = 40'

LOT AREA: 11,076 Sq. Ft.

M.F.F.E. = 864.1
M.F.P.G. = 863.5



- LEGEND:
- XX.X PROPOSED GRADE PER PLAN
 - XX.XAB AS BUILT GRADE
 - S.S.D. --- SUB-SURFACE DRAIN
 - SANITARY SEWER
 - ASL 6" AS BUILT SANITARY LATERAL
 - PSL 6" PROPOSED SANITARY LATERAL
 - STORM SEWER
 - W WATER MAIN
 - W 3/4" WATER CONNECTION
 - o o o ← SWALE
 - SANITARY MANHOLE
 - STORM MANHOLE
 - CURB INLET
 - ⊕ FIRE HYDRANT
 - ⊙ STREET TREES
 - ⊗ WATER VALVE
 - ← EMERGENCY FLOOD ROUTE
 - D.&U.E. DRAINAGE & UTILITY EASEMENT
 - D.E. DRAINAGE EASEMENT
 - L.E. LANDSCAPE EASEMENT
 - P.E. PATH EASEMENT
 - B.L. BUILDING LINE
 - M.F.P.G. MINIMUM FLOOD PROTECTION GRADE
 - M.F.F.E. MINIMUM FINISHED FLOOR ELEVATION

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



BENCHMARK
TOP OF CURB = 863.40

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 20
SPRINGBROOK
SECTION 1A
INST. #2019R014444
ZONING: R3
5' MINIMUM SIDE YARD
30' MINIMUM FRONT YARD
15' MINIMUM REAR YARD

| | |
|--------------------|-----------------|
| SOD: | 817 ± Sq. Yd. |
| SEEDING: | 3,590 ± Sq. Ft. |
| SEED IN EASEMENT: | 563 ± Sq. Ft. |
| CONC. DRIVEWAY: | 556 ± Sq. Ft. |
| PRIVATE WALK: | 22 ± Sq. Ft. |
| PUBLIC WALK: | 1,130 ± Sq. Ft. |
| APRON: | 249 ± Sq. Ft. |
| ADDITIONAL SOD TO: | 336 ± Sq. Yd. |
| REAR EASEMENT | |
| HANDICAP RAMPS: | 2 |



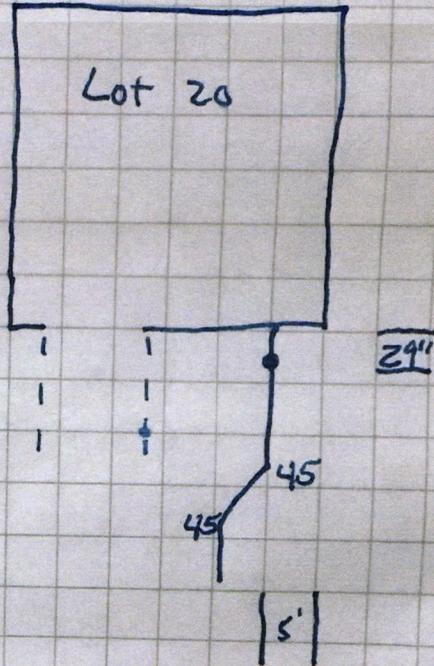
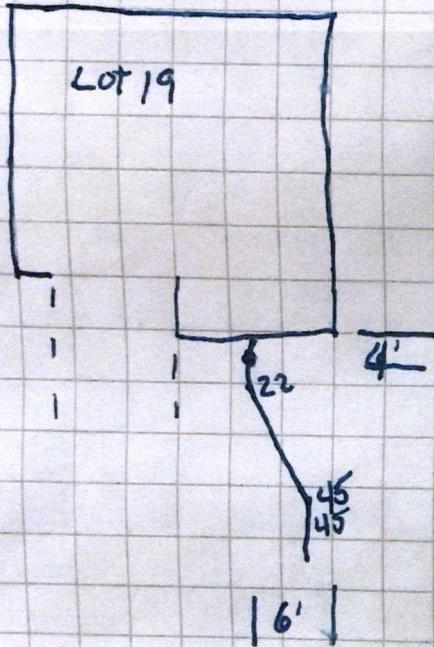
SPRINGbrook

Lot 19

Lot 20

8773 Winton Place

8765 Winton Place



N →

87605 Winton PL Springbrook Lot 20

1-28-2020



DO NOT ACCEPT THIS CHECK UNLESS YOU CAN SEE A DUAL-TONE TRUE WATERMARK THAT APPEARS AS A CHAIN LINK PATTERN WHEN HELD TO THE LIGHT.

Lennar Homes of Indiana Inc
9025 N River Rd Ste 100

JPMorgan Chase Bank N.A.
Chicago, IL

01336106

Indianapolis, IN 46240

Void if over 180 days

70-2322
719

PAY

| DATE | AMOUNT |
|----------|---------------|
| 11/18/19 | \$*****570.00 |

FIVE HUNDRED SEVENTY AND 00/100 *****

DOLLARS

Deane Bessette

Authorized Signatory

TO THE ORDER OF
Fall Creek Regional Waste District
PO Box 59
Pendleton IN 46064

Authorized Signatory
Two Signatures Required on Amounts Over \$100,000.00

THE FACE OF THIS CHECK HAS A BLUE AND GREEN BACKGROUND - ANY OTHER COLORS MAY BE EVIDENCE OF CHEMICAL ALTERATION OR ERASURE - SEE REVERSE SIDE FOR MORE SAFETY FEATURES.

Rec # 011070