21-31730.00

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>a</u> day of <u>extimine</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 225</u>

pringbroot 8775 DR, Pendletor 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.

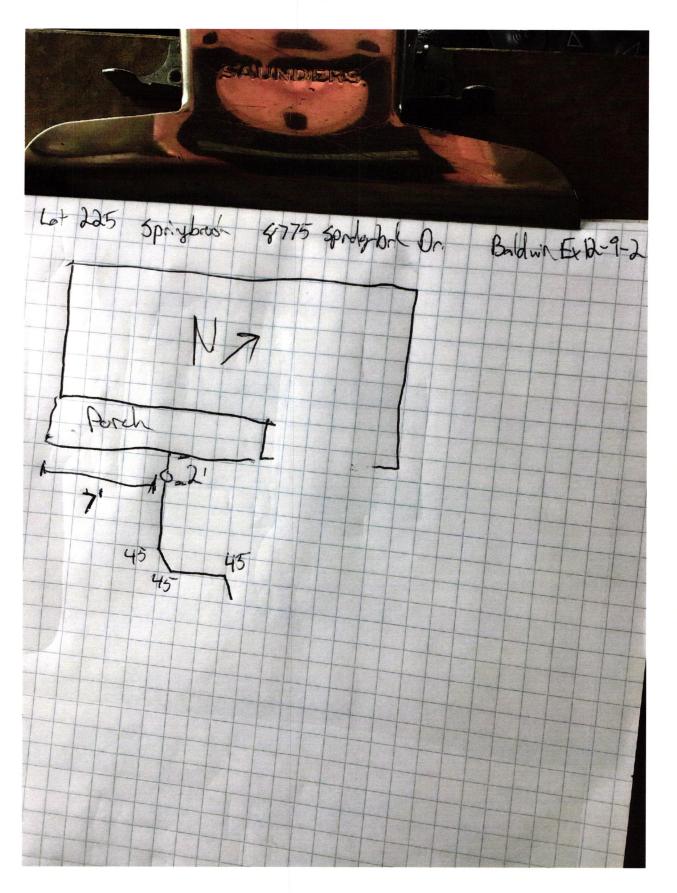
FALL CREEN REGIONAL WASIFE DISTRICT APPLICANT Signature Signature	
STATE OF INDIANA)	
) SS: COUNTY OF MADISON)	
SUBSCRIBED and sworn to before me this 22 day of September 2021	
My Commission Expires OFFICIAL SEAL REBECCA LYNN HUNTER NOTARY PUBLIC-STATE OF INDIANA HAMILTON COUNTY MY COMM. EXPIRES NOV 19, 2023 MY COMM. EXPIRES NOV 19, 2023	inter
Inspector Sem Date Inspected $12-9-21$ Approved X Rejected	
Reason for Rejecton	
Date Reinspected Approved Rejected	
Notes:	
Size Pipe Type Pipe <u>35</u>	
	North
Sump Pump <u>Yes No</u>	
Septic Tank Pumped & Filled <u>Yes No</u>	
Contractor Baldwin Ex	
Special Conditions	
Existing Home	
New Construction <u>b</u>	
2 pictures atta	ched

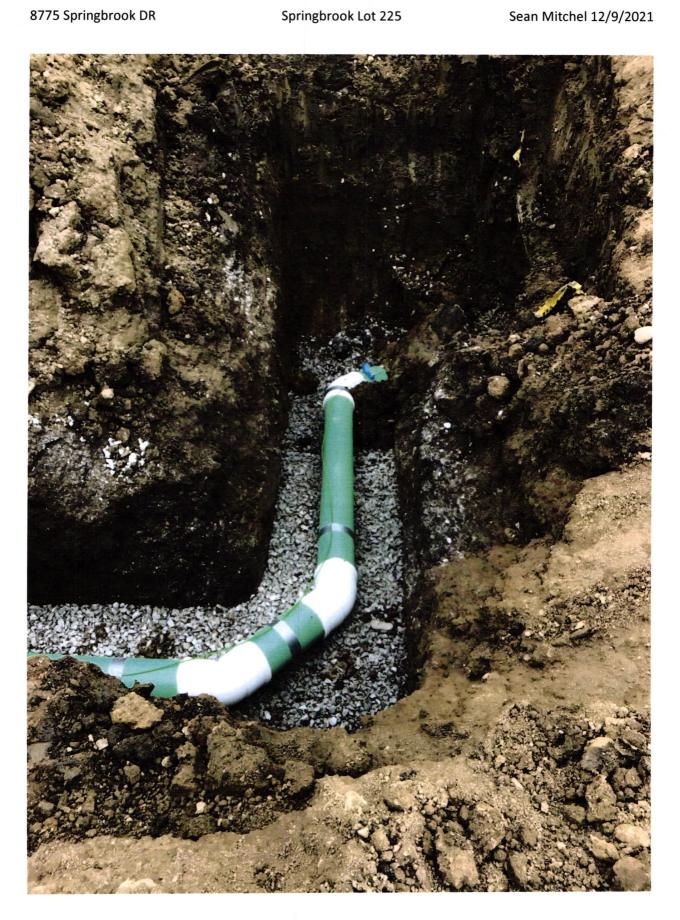
#7644

STOE <u>PPELW</u> ERTH	JOB ID SPRINGBK5.225
ALWAYS ON	CONTROL# <u>100171 LEN</u>
7965 East 106th Street, Fishers, IN 46038-2505 phone: 317.849.5935 fax: 317.849.5942	PARCEL# N/A 8775 SPRINGBROOK DRIVE PENDLETON, IN 46064
61.3	J ×
102.03.	1" = 30'
10' D. &UE	LÓT AREA: 13,066 Sq. Ft.
60.3	M.F.F.E.=862.6 M.F.P.G.=862.6
T.C.=860.10±	LEGEND: XX.X PROPOSED GRADE PER PLAN XX.XAB AS BUILT GRADE
	AS 6" AS BUILT SANITARY LATERAL PSL 6" PROPOSED SANITARY LATERAL
70.8 [']	W STORM SEWER 3/4" WATER CONNECTION W WATER MAIN
	SANITARY MANHOLE
	STORM MANHOLE
62.8 0 6 6 7 50.00'	CURB INLET
	FIRE HYDRANT
80 F.F.ELEV.= 864.27 ↔ 91 (SLAB) (RH) ↔	STREET TREE
GAR.	D.U.&S.S.E. DRAINAGE, UTILITY & SANITARY SEWER EASEMENT
62.8 SOD LINE 18.29' 8 50 ► 62.8	D.&U.E. DRAINAGE & UTILITY EASEMENT B.L. BUILDING LINE
61.4 30' B.L	M.F.F.E. MINIMUM FINISHED FLOOR ELEVATION M.F.P.G. MINIMUM FLOOD PROTECTION
20' D.U.&S.S.E.	GRADE
	PORCH DETAIL 1"=10'
61.1 4'sw 25.50 38.14	
9 0.13 ±	0.53 0.53 0.53 • PORCH
	· ·
	LINE STERES
4' SW	No. PH
	STATE OF
BENCHMARK ALL UNDERGROUND SEWERS AND UTILITIES	No. STATE OF SURVEY
TOP OF CURB = 861.20 SHOWN ARE PLOTTED BY SCALE FROM DESIGN PLANS FURNISHED BY ENGINEER THE ACTUAL FIELD LOCATION MAY VARY.	A. I CA A M
LOT 225 SEEDING: 8,322 ± Sq. Ft. SEEDING: 8,322 ± Sq. Ft.	David J. Stoeppelwerth
SPRINGBROOK SEED IN EASEMENT: 1,012 ± Sq. Ft. SECTION 5 PRIVATE WALK: 24 ± Sq. Ft.	NOTE: THIS DRAWING IS NOT INTENDED TO BE REPRESENTED AS A RETRACEMENT OR ORIGINAL BOUNDARY SURVEY, A ROUTE SURVEY OR A SURVEYOR LOCATION REPORT.
INST. #(UNRECORDED) PUBLIC WALK: 215 ± Sq. Ft. APRON: 306 ± Sq. Ft.	09/15/21 NSH
5' MINIMUM SIDE YARD REAR EASEMENT HANDICAP RAMPS: 0	
30' MINIMUM FRONT YARD SIGNATURE: DATE:	
15' MINIMUM REAR YARD THIS PLOT PLAN WAS PREPARED FROM AN SIGNATURE REPRESENTS CONFIRMATION OF RECEIPT OF PLOT PLAN	Know what's below.

- - 5

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

CHECK NUMBER 1682820 70-2322 719

September 20, 2021 *** VOID AFTER 180 DAYS ***

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

CHECK AMOUNT

\$760.00

Security features Included. Details on back.

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

JPMorgan Chase Bank, N.A. Chicago, IL

she built

Authorized Signature