21-31905.00

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>lo</u> day of <u>september</u>, 20<u>3</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 262</u>

DR, fendleton 8796 Academina 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 ellecce Hunter	Signature
STATE OF INDIANA)	
) SS: COUNTY OF MADISON)	
SUBSCRIBED and sworn to before me this the day of	September, 2031
My Commission Expires: Signature	Rebecca Symmedunter
NOTARY PUBLIC-STATE OF INDIANA	Notary Public Resident of Hamitton County
Inspector $5cccc}$ Date Inspected $11-12-22$ Approved Reason for Rejecton	d Rejected
Date Reinspected Approved	Rejected
Size Pipe Type Pipe 35	
Basement Yes No	
buschieft <u>res</u> no	
Sump Pump <u>Yes No</u>	North
Sump Pump <u>Yes No</u> Downspout to Ground <u>Yes</u> No	North
Sump Pump <u>Yes No</u> Downspout to Ground <u>Yes No</u> Septic Tank Pumped & Filled Yes No	North
Sump Pump <u>Yes No</u> Downspout to Ground <u>Yes No</u> Septic Tank Pumped & Filled <u>Yes No</u> Contractor Davis FX	North
Sump Pump <u>Yes No</u> Downspout to Ground <u>Yes No</u> Septic Tank Pumped & Filled Yes No Contractor Declaria FX Special Conditions	North
Sump Pump Yes No Downspout to Ground Yes No Septic Tank Pumped & Filled Yes No Contractor Down for the forme Special Conditions Existing Home	North
Sump Pump <u>Yes No</u> Downspout to Ground <u>Yes No</u> Septic Tank Pumped & Filled Yes No Contractor Declaria FX Special Conditions	North J Drawing +
Sump Pump Yes No Downspout to Ground Yes No Septic Tank Pumped & Filled Yes No Contractor Down for the forme Special Conditions Existing Home	North Drawing + 1 picture
Sump Pump Yes No Downspout to Ground Yes No Septic Tank Pumped & Filled Yes No Contractor Down for the forme Special Conditions Existing Home	North Drawing + 1 picture attached

#7681







Lennar Corporation Lennar Homes of Indiana, Inc. Indianapolis Division 11555 N Meridian St Ste 400 Carmel, IN 46032 C616799111679911

PAGE: 1 of 1

DATE: September 13, 2021 CHECK NUMBER: 1679911 AMOUNT PAID: \$760.00

25651000012050000300190700000

00003 4846 CKS SF 21256 - 0001679111 NNNNNNNN 2565100004205 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
09/08/21	69372	69372710262 WS	MV-69372710262 WS	\$760.00	\$0.00	\$760.00
*			TOTALS	\$760.00	\$0.00	\$760.00

COPY

PLEASE DETACH BEFORE DEPOSITING CHECK	-		
		and the second second	
Lennar Corporation Lennar Homes of Indiana, Inc.	CHECK		70-2322
Indianapolis Division	NUMBER	1679911	719
11555 N Meridian St Ste 400 Carmel, IN 46032	September 13, 2021		
	*** VOID AFTER 180 DAYS **		
PAY FALL CREEK REGIONAL WASTE DISTRICT	VOID AFTE	R 180 DAYS ***	
TO THE PO BOX 59			
ORDER OF: PENDLETON, IN 46064			CHECK AMOUNT
			\$760.00
EXACTLY *******760 DOLLARS ANI	D 00 CENTS		Security features Included. Details on back.
JPMorgan Chase Bank, N.A.			
Chicago, IL		\Box ρ	
		Nene Bi	sill

Authorized Signature