21-31745.00

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>S5</u>day of <u>OC+</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

		Springbrook Lot 230	
Street Address: _	8835 Spr	sigbrook or.	,

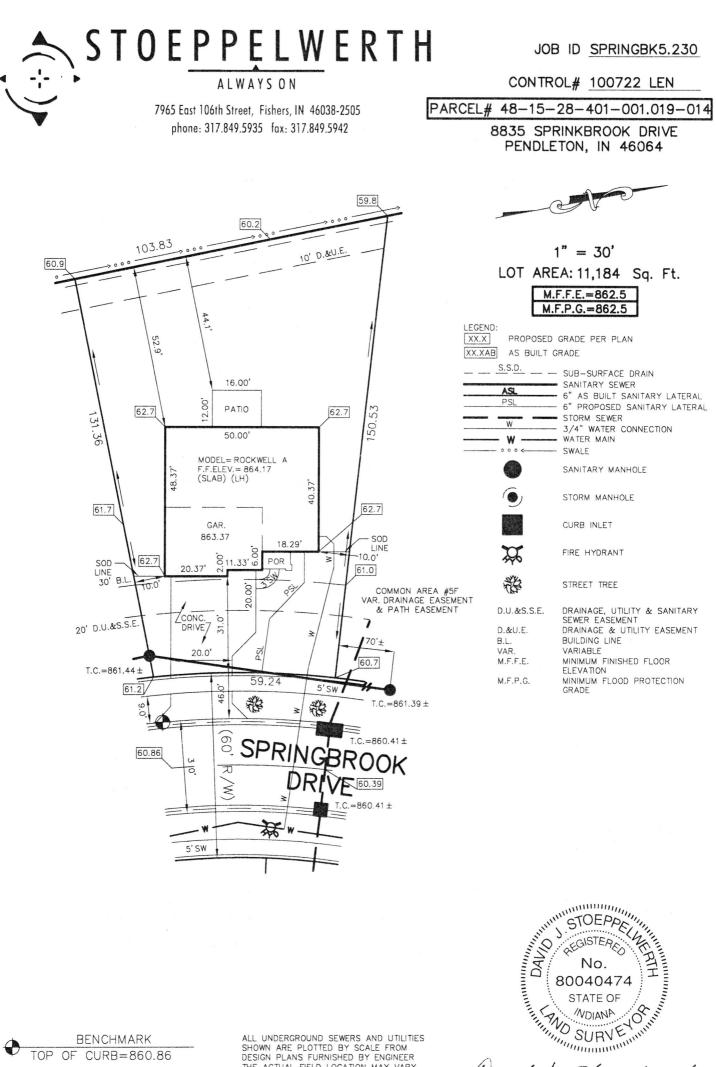
Now therefore, the parties, in consideration of the mutual promises set out in this Agreement, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

- 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 2	day of OCTOBER, 2021		
My Commission Expires OFFICIAL SEAL	<u>Signature</u> Mclintich		
REBECCA A. McCLINTICK NOTARY PUBLIC-STATE OF INDIANA MADISON COUNTY	Printed		
MY COMM. EXPIRES MAY 18, 2024	Notary Public Resident of County		
***************************************	******************		
Inspector k_{1} Date Inspected $\frac{1}{13}/22$	_ Approved Rejected		
	Resident of County ************************************		
Date Reinspected	Approved Rejected		
Notes:			
Sump Pump Yes No	North		
Downspout to Ground Yes No			
Septic Tank Pumped & Filled Yes No			
Contractor Baldwin CKU.	Imai no o		
Special Conditions	Ur awing		
Existing Home	+		
New Construction			
	2 Pictures		
	attached		

#7649





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

$\begin{array}{cccc} \text{SEED:} & 6,466 \pm \text{ Sq. Ft.} \\ \text{CONC. DRIVEWAY:} & 833 \pm \text{ Sq. Ft.} \\ \text{PRIVATE WALK:} & 27 \pm \text{ Sq. Ft.} \\ \text{PUBLIC WALK:} & 191 \pm \text{ Sq. Ft.} \\ \text{PUBLIC WALK:} & 303 \pm \text{ Sq. Ft.} \\ \text{APRON:} & 303 \pm \text{ Sq. Ft.} \\ \text{ADDITIONAL SOD:} & 719 \pm \text{ Sq. Yd.} \\ \text{HANDICAP RAMPS:} & 0 \end{array}$
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SIGNATURE:

	10/14/21 MDK
	A . 1
TOMER	Know what's below.

David J. Stoeppelwerth

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

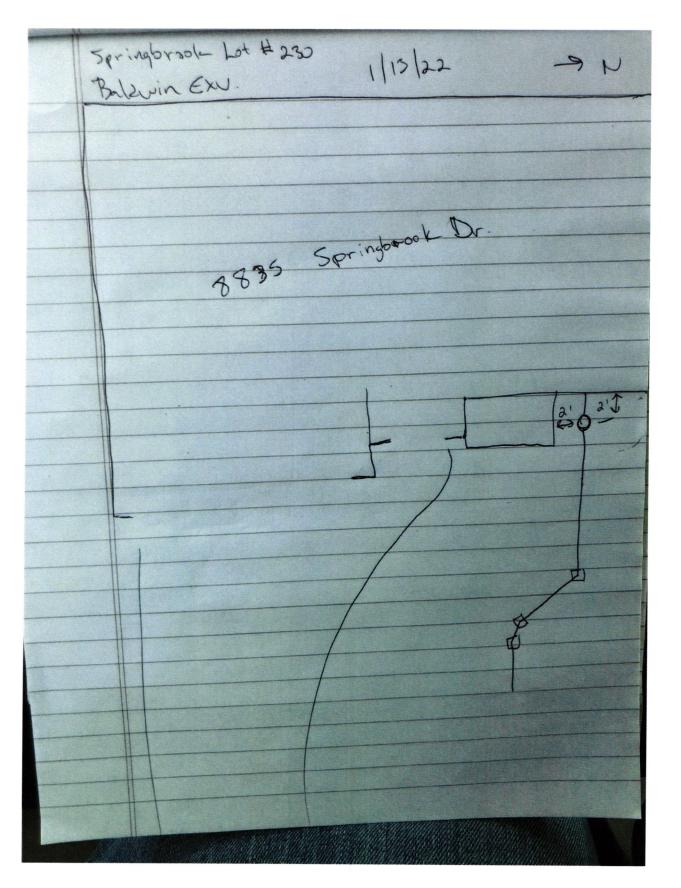
SIGNATURE REPRESENTS CONFIRMATION OF RECEIPT OF PLOT PLAN BY CUST

DATE:

8835 Springbrook DR

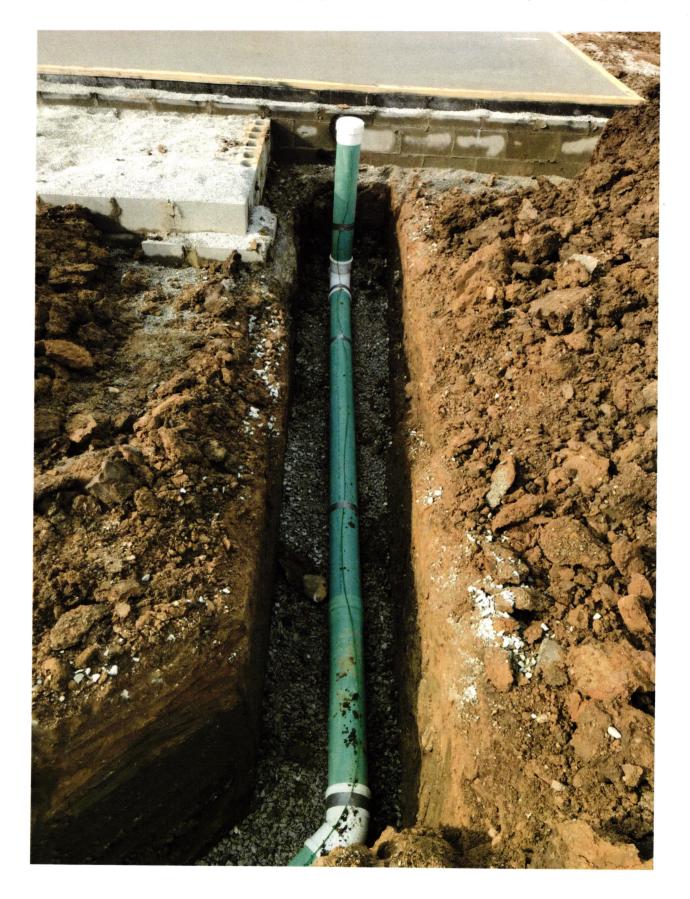
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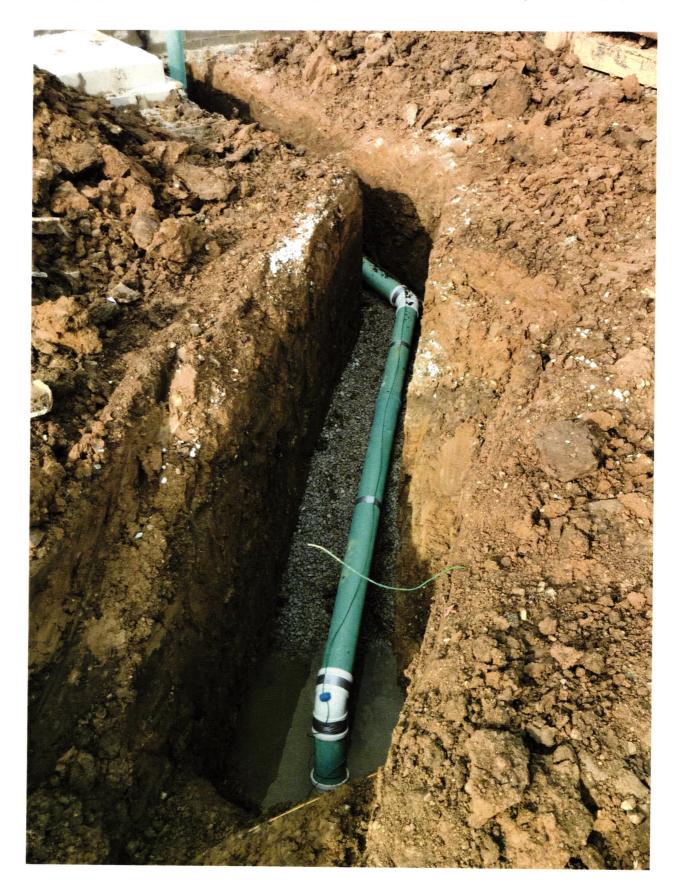
Kyle Cravens 1/13/2022



Springbrook Lot 230

Kyle Cravens 1/13/2022





Lennar Corporation Lennar Homes of Indiana, Inc.		70-2322 1694528 719		
Indianapolis Division 11555 N Meridian St Ste 400 Carmel, IN 46032		October 12, 2021		
	*** VOID AFTER 18	0 DAYS ***		
PAY FALL CREEK REGIONAL WASTE D TO THE PO BOX 59	ISTRICT			
ORDER OF: PENDLETON, IN 46064		CHECK AMOUNT		
		\$760.00		
EXACTLY	********760 DOLLARS AND 00 CENTS	Security feetures Included. Details on back.		
JPMorgan Chase Bank, N.A.				
Chicago, IL		Dene Branch		
		Authorized Signature		

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Rec# 011890

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