21-31755.00

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 25 day of 20, 20, 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 232</u>

Springbrock Or. 0861 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:

- 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	
My Commission Expires:	Signature Rublecca f. McClintich
OFFICIAL SEAL REBECCA A. McCLINTICK NOTARY PUBLIC-STATE OF INDIANA MADISON COUNTY MY COMM. EXPIRES MAY 18, 2024	Printed Notary Public Resident of County
Inspector Dov Date Inspected 1-20-22 Reason for Rejecton	Approved Rejected
Date Reinspected	Approved Rejected
Notes: Size Pipe 6 Type Pipe 708 35	
Basement <u>Yes No</u>	North
Sump Pump Yes No	
Downspout to Ground <u>Yes No</u> Septic Tank Pymped & Filled Yes No	
ContractorKADWN	Drawing
Special Conditions	0
Existing Home	+
New Construction	4 Picture attached

#7651

STOEPPELWERTH

7965 East 106th Street, Fishers, IN 46038-2505

phone: 317.849.5935 fax: 317.849.5942

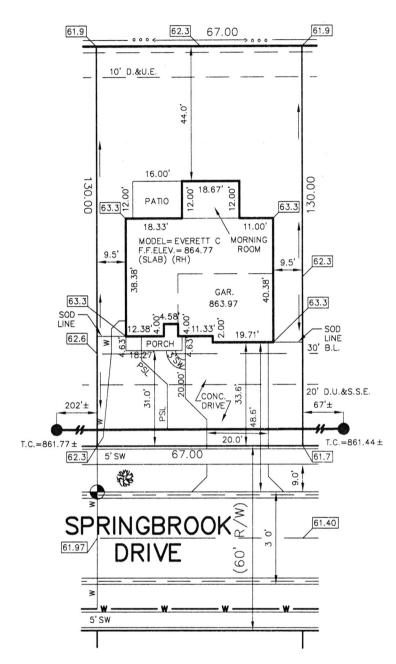
JOB ID SPRINGBK5.232

CONTROL# 100724 LEN

PARCEL# 48-15-28-401-001.019-014 8861 SPRINGBROOK DRIVE PENDLETON, IN 46064



	" = 30' A: 8,710 Sq. Ft. F.F.E.=863.1 F.P.G.=863.1
XX.XAB AS BUILT G	
ASL PSL W	SUB-SURFACE DRAIN SANITARY SEWER 6" AS BUILT SANITARY LATERAL 6" PROPOSED SANITARY LATERAL STORM SEWER 3/4" WATER CONNECTION WATER MAIN
• • • • •	SWALE SANITARY MANHOLE
	STORM MANHOLE
¥	FIRE HYDRANT
D.U.&S.S.E.	STREET TREE DRAINAGE, UTILITY & SANITARY
B. &U.E. B. &U.E. VAR. M.F.F.E. M.F.P.G.	SEWER EASEMENT DRAINAGE & UTILITY EASEMENT BUILDING LINE VARIABLE MINIMUM FINISHED FLOOR ELEVATION MINIMUM FLOOD PROTECTION GRADE



No. 80040474 STATE OF SURVENING Declistered T 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.



BENCHMARK € TOP OF CURB=861.97 LOT 232 SPRINGBROOK SECTION 5 INST. #2021R019149

ZONING: R3 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: SEED: CONC. DRIVEWAY: PRIVATE WALK: PUBLIC WALK: APRON: ADDITIONAL SOD: HANDICAP RAMPS:	203 ± Sq. Ya 4,084 ± Sq. Ft 861 ± Sq. Ft 22 ± Sq. Ft 235 ± Sq. Ft 305 ± Sq. Ft 454 ± Sq. Ya 0	
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SIGNATURE:			DATE:							
SIGNATURE	REPRESENTS	CONFIRMATION	OF	RECEIPT	OF	PLOT	PLAN	BY	CUSTOME	R

8861 Springbrook DR

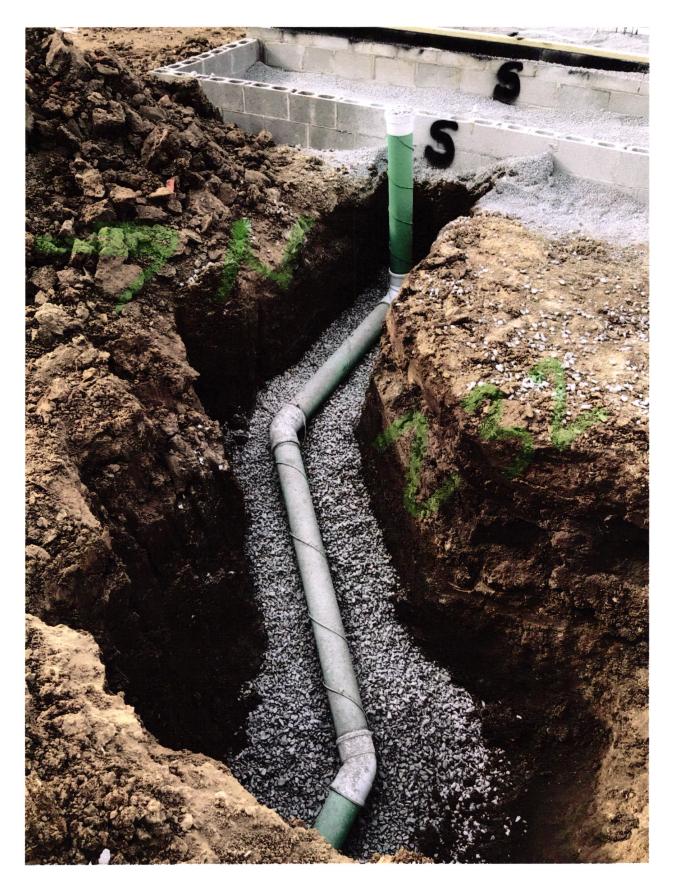
Springbrook Lot 232

Tim McCurdy 1/20/2022

1-20-22 SPRINTO BROOK Lot 232 BARDWIN EX. LOFSI : 0005 00033 8861 DR. Spence BROOK DR. GARAVE 211 87 45 Miveriay 45

Springbrook Lot 232





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

CHECK NUMBER 70-2322 719

11

October 18, 2021 *** VOID AFTER 180 DAYS ***

1698177

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

CHECK AMOUNT

Security features Included. Details on back.

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

JPMorgan Chase Bank, N.A. Chicago, IL

Some

Authorized Signature

Yee # 011897