## Fall Creek Regional Waste District

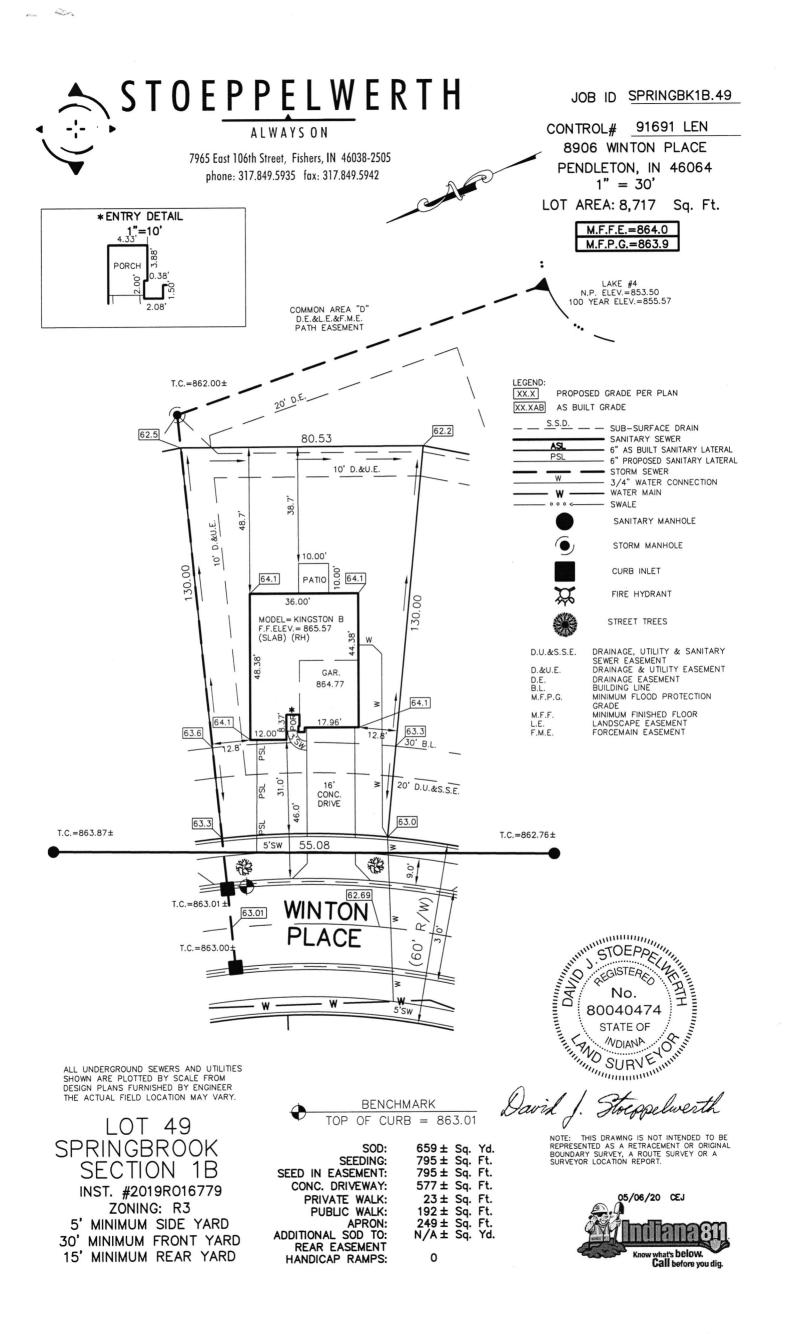
9378 S 650 W, P.O. Box 59, Pendleton, IN 46064 765-778-7544

## **Agreement for Sanitary Sewer Service**

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This Agreement made and entered into this <u>IAH</u> day of <u>MAY</u>, 20<u>20</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 **SPRINGBROOK LOT 49** 8906 WINTON Street Address: 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 Trelecca J. Millineich Signature Signature STATE OF INDIANA COUNTY OF MADISON) SUBSCRIBED and sworn to before me this 14th day of MA Signature My Commission Expires: OFFICIAL SEAL Printed REBECCA A. McCLINTICK
NOTARY PUBLIC-STATE OF INDIANA Notary Public MADISON COUNTY Resident of County MY COMM. EXPIRES MAY 18, 2024 Date Inspected 1-23-20 Approved . Dow Rejected Inspector Reason for Rejecton\_ Rejected\_ Date Reinspected Approved\_\_\_ Notes: Type Pipe\_[\VC Size Pipe Basement Yes No 🗸 Sump Pump Yes No / Downspout to Ground Yes Septic Tank Pumped & Filled Yes Contractor\_ Special Conditions Existing Home \_ New Construction \_\_\_

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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

01425142

Indianapolis, IN 46240

Void if over 180 days

70-2322 719

PAY

DATE

05/07/20

**AMOUNT** \$\*\*\*\*\*760.00

DOLLARS

TO THE

Fall Creek Regional Waste District

ORDER

PO Box 59

Pendleton IN 46064