21-30630.00

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 ______day of ______, 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 ______SPRINGBROOK LOT 7______.

Street Address: 9182 Spnnpbnok Dr.

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	_ day of, 20
My Commission Expires: Si	ignature
Р	Printed
	Notary Public Resident of County
Inspector <u>Yn</u> Date Inspected <u>-24-20</u> Reason for Rejecton Date Reinspected Ap Notes: Size Pipe <u>/</u> Type Pipe <u>PIC 35</u>	opproved Rejected
Basement Yes No Sump Pump Yes No Downspout to Ground Yes No Septic Tank Pumped & Filled Yes No Contractor JALDWIN Special Conditions Existing Home New Construction	North Drawing + 1 picture attached

#7030

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 2 day of 0c, 20, 9, between Fall Creek Regional Waste District ("District") and <u>ALNAC</u> <u>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>AN</u> <u>HOMES</u>.

Street Address: 9187 Tu Springbrook nulton Uledier W

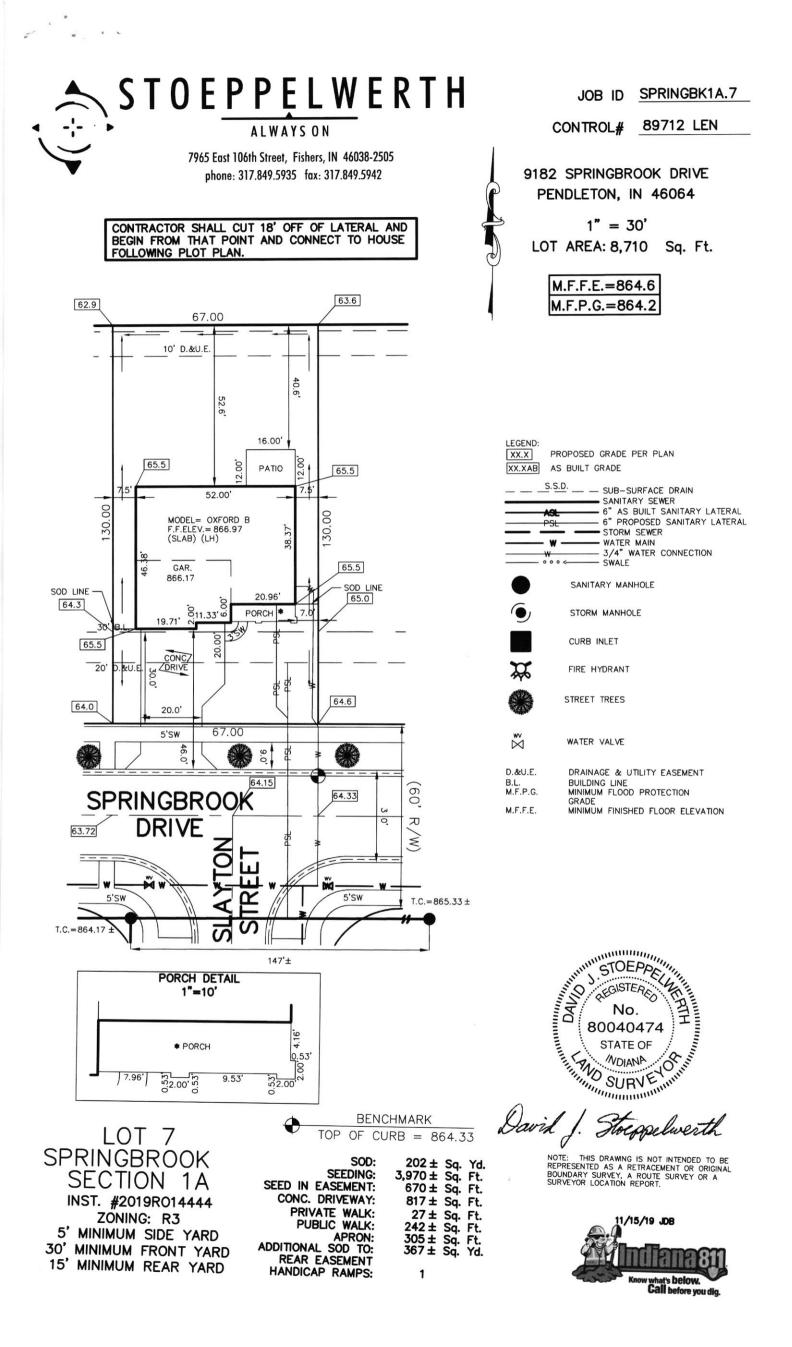
Now therefore, the parties, in consideration of the mutual promises set out in this Agreement, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

- 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.

FAUL CREEK REGIONAL WASTE DISTRICT	APPLICANT
Signature	Signature
STATE OF INDIANA)) SS:	
COUNTY OF MADISON)	
SUBSCRIBED and sworn to before me this	2 day of <u>lec</u> , 20/9
My Commission Expires: OFFICIAL SEAL RACHEL ELAINE ANDERSON NOTARY PLIBLIC-STATE OF INDIANA MADISON COUNTY MY COMM. EXPIRES OCTOBER 23, 2021	Signature <u>Perklex</u> Printed <u>Pachel E. Huderson</u> Notary Public
*****	Resident of <u>Madiko</u> County
Inspector Date Inspected Reason for Rejecton	
Size Pipe Type Pipe	Approved Rejected
Basement <u>Yes No</u> Sump Pump <u>Yes No</u> Downspout to Ground <u>Yes</u> No	North
Septic Tank Pumped & Filled <u>Yes No</u> Contractor	
Special Conditions Existing Home	
New Construction	

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COPY

Lennar	Homes of Indiana Inc	RUE WATERMARK THAT APPEARS AS A CHAIN LINK PATTERN WHEN HELD TO THE LIGHT.
9025 N	River Rd Ste 100	Chicago, IL 01336102
Indianaj	polis, IN 46240	Void if over 180 days 719
PAY		DATE AMOUNT
FAI		11/18/19 \$*****570.00
TO THE ORDER OF	Fall Creek Regional Waste District PO Box 59 Pendleton IN 46064	Lane Bessette Authorized Signatory
		Authorized Signatory Two Signatures Required on Amounts Over \$100,000.00 MAY BE EVIDENCE OF CHEMICAL ALTERATION OR ERASURE - SEE REVERSE SIDE FOR MORE SAFETY FEATURES.

Lec # 011073