21-31920.00

#7684

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>A</u> day of <u>Sept</u>, 20 <u>M</u>, between Fall Creek Regional Waste District ("District") and Lennar Homes ("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 265

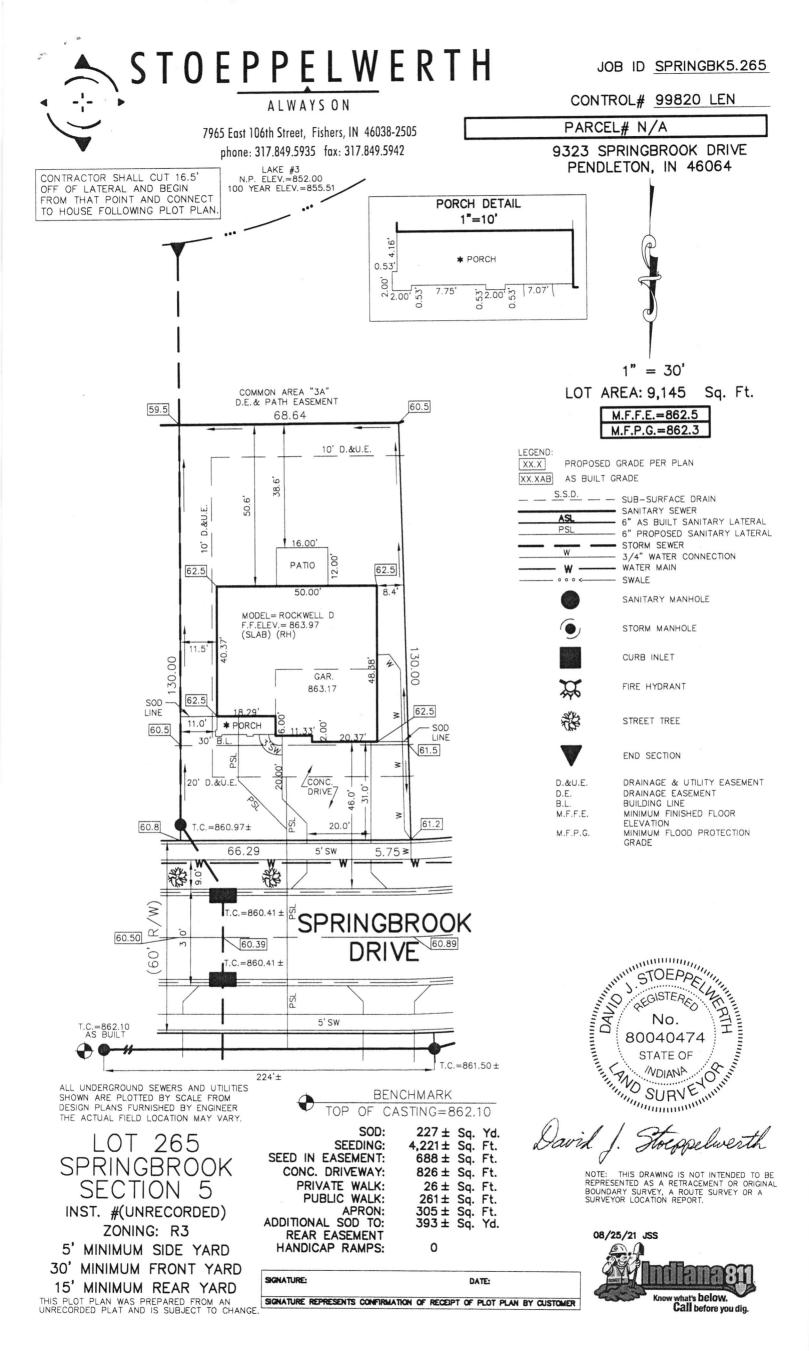
4323 Springbrook Dr. Street Address:

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.
- The District shall have the right to enter upon the Applicant's premises at all reasonable times to 2. 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.
- The Applicant and District agree that the provision of sanitary sewer service touches and 6. 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.

FADL CREEK REGIONAL WASTE DISTRICT	APPLICANT
Signature	Signature
STATE OF INDIANA)	
) SS: COUNTY OF MADISON)	
SUBSCRIBED and sworn to before me this _	2 day of Sept, 2031
My Commission Expires: OFFICIAL SEAL RACHEL ELAINE ANDERSON NOTARY PUBLIC STATE OF INDIANA	Signature Rachel E. An Printed Reichil E. Applercon
MADISON COUNTY MY COMM. EXPIRES OCTOBER 23, 2021	Notary Public Resident of Meduse County
Inspector $/// / / / / / / / / / / / / / / / / /$	_ Approved Rejected Approved Rejected
Basement <u>Yes</u> <u>No</u> Sump Pump <u>Yes</u> <u>No</u> Downspout to Ground <u>Yes</u> (No	North
Septic Tank Pumped & Filled <u>Yes</u> No Contractor <u>Baldwin</u> Exu. Special Conditions	Drawing
Existing Home New Construction	1 picture
	attached



Springbrook Lot # 265 11/19/21 15 Baldwin Exr. 9323 Springbrook Dr. . C to



Lennar Corporation Lennar Homes of Indiana, Inc. Indianapolis Division 11555 N Meridian St Ste 400 Carmel, IN 46032	CHECK NUMBER 16730 August 30, 2021	70-2322 719
PAY FALL CREEK REGIONAL WASTE DISTRICT TO THE PO BOX 59 ORDER OF: PENDLETON, IN 46064	*** VOID AFTER 180 DAYS *	
EXACTLY *******760 DOLLAR JPMorgan Chase Bank, N.A. Chicago, IL	S AND 00 CENTS	- Bustle

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Authorized Signature

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