21-32033.00

## **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>31</u> day of <u>August</u>, 20<u>2</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 <u>Springbrook Lot 362</u>.

9468 Edgertan Pend Leton RD. Street Address:

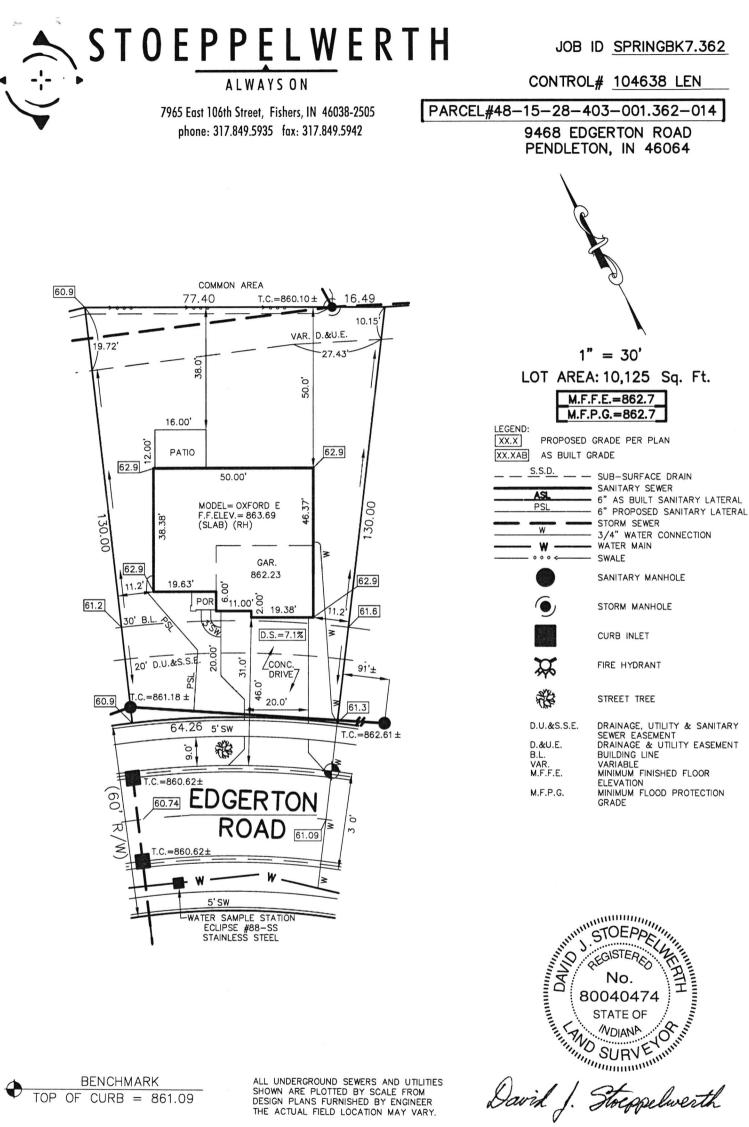
**Now therefore,** the parties, in consideration of the mutual promises set out in this Agreement, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

- 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 DISTR	ICT APPLICANT Signature
STATE OF INDIANA )	
) SS: COUNTY OF MADISON )	
SUBSCRIBED and sworn to before me the	his day of, 20
My Commission Expires:	Signature
	Printed
	Notary Public Resident of County
************	**************************************
Inspector $\underline{SN}$ Date Inspected $\underline{N/6/}$ Reason for Rejecton	22 Approved Rejected
	Approved Rejected
Notes:	· / / / · · · · · · · · · · · · ·
Size Pipe Type Pipe5	
Basement Yes No	
Sump Pump Yes No	North
Downspout to Ground Yes No	
Septic Tank Pumped & Filled Yes No	
Contractor Boldwin Ex	
Special Conditions	stawing
Existing Home	+ 0
Existing Home New ConstructionX	· · · · · · · · · · · · · · · · · · ·
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	J Piciers
	attiched

#8324



LOT 362 SPRINGBROOK SECTION / INST. #2022R013984 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.

SIGNATURE:

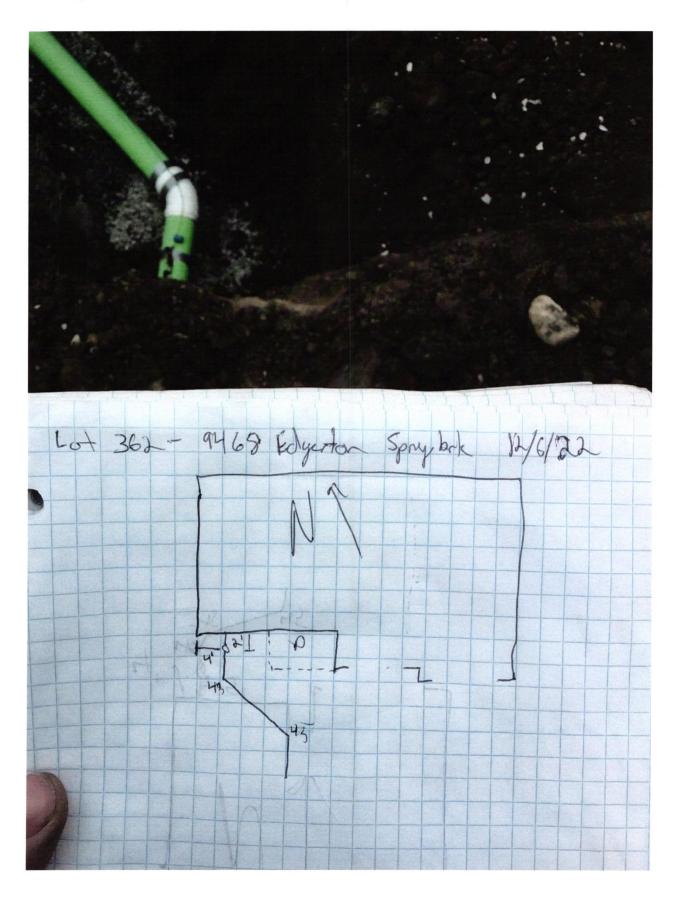
NOTE: THIS DRAWING IS FOR PERMITTING PURPOSES ONLY AND NOT INTENDED TO BE REPRESENTED AS A RETRACEMENT SURVEY, ORIGINAL SURVEY, ROUTE SURVEY, LOT SURVEY OR A SURVEYOR LOCATION REPORT OR ANY OTHER TYPE OF PROPERTY BOUNDARY ASSESSMENT. NO BOUNDARY CORNERS HAVE BEEN SET AND THEREFORE NO LIABILITY WILL BE ASSUMED FOR ANY USE OF THIS DATA FOR CONSTRUCTION OF NEW IMPROVEMENTS INCLUDING FENCES.

1ST REV ADD REC INFO 08/25/22 JDB

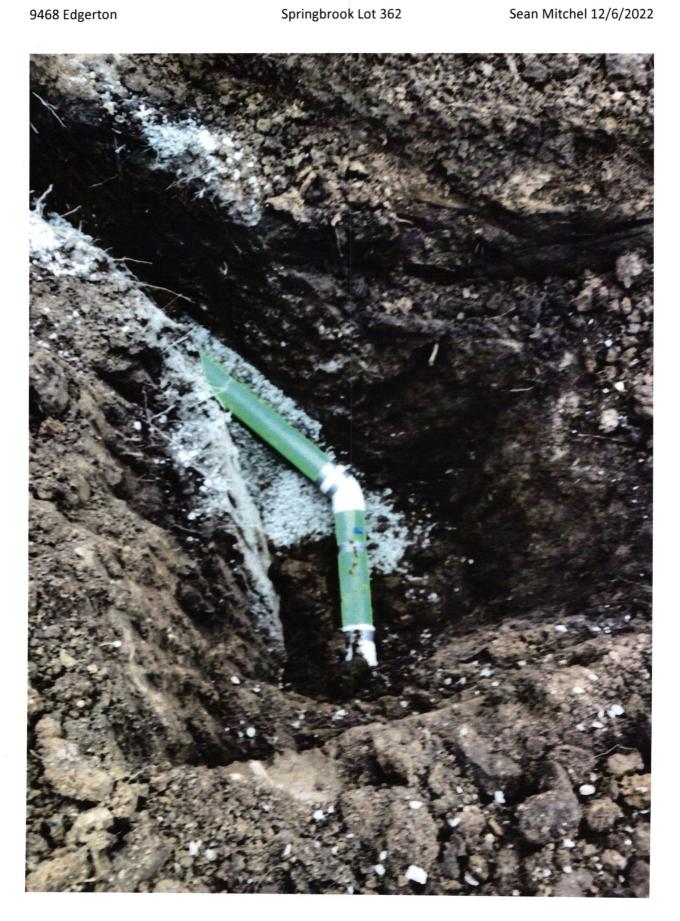


SIGNATURE REPRESENTS CONFIRMATION OF RECEIPT OF PLOT PLAN BY CUSTOMER

DATE









Lennar Corporation Lennar Homes of Indiana, LLC Indianapolis Division 11555 N Meridian St Ste 400 Carmle, IN 46032 C618537231853723

PAGE: 1 of 1

DATE: August 1, 2022 CHECK NUMBER: 1853723 AMOUNT PAID: \$760.00

00003 7063 CKS SD 22213 - 0001853723 NNNNNNN 2135100004203 XIP3C6 C FALL CREEK REGIONAL WASTE DISTRICT PO BOX 59 PENDLETON IN 46064

Vendor No: 12975753

Date	CO. #	Invoice Number	Payment Advice	Gross Amount	Discount	Net Amount
07/22/22	69372	69372710362 WS	MV-69372710362 WS	\$760.00	\$0.00	\$760.00
TOTALS		\$760.00	\$0.00	\$760.00		

COPY

PLEASE DETACH	H BEFORE DEPOSITING CHECK			
Lennar Corporation Lennar Homes of Indiana, LLC Indianapolis Division		CHECK NUMBER 1853723	70-2322 719	
11555 N Meridian St Ste 400 Carmle, IN 46032	leridian St Ste 400	August 1, 2022		
ournie, m	14002	*** VOID AFTER 180 DAYS ***		
PAY TO THE	FALL CREEK REGIONAL WASTE DISTRICT PO BOX 59			
ORDER OF:	PENDLETON, IN 46064		CHECK AMOUN	
			\$760.00	

## EXACTLY \*\*\*\*\*\*\*760 DOLLARS AND 00 CENTS

Security features included. Details on back.

Dene Brank

Authorized Signature

JPMorgan Chase Bank, N.A. Chicago, IL