

Fall Creek Regional Waste District
9378 S 650 W, P.O. Box 59, Pendleton, IN 46064
765-778-7544

#7955

Agreement for Sanitary Sewer Service

This Agreement made and entered into this 2 day of Aug, 2021, between Fall Creek Regional Waste District ("District") and Lynn Howes ("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 lot #70 Oakmont.

Street Address: 9784 Hutton Rd.

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:

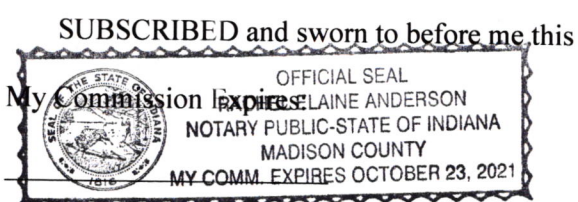
1. The Applicant agrees that all workmanship and materials shall conform to all District ordinances and the District's construction standards. District must accept and approve all work and materials before backfilling and final connection is made to the sewer mains. Any violation of this provision will 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
Rachel E. Anderson
Signature

APPLICANT [Signature]
Signature

STATE OF INDIANA)
) SS:
COUNTY OF MADISON)



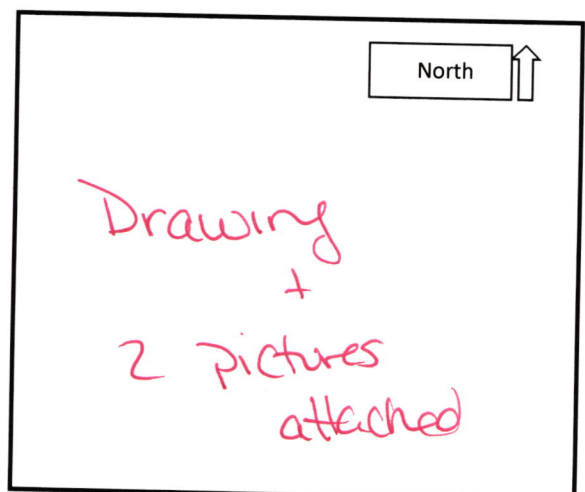
Signature Rachel E. Anderson
Printed Rachel E. Anderson
Notary Public
Resident of Madison County

Inspector SM Date Inspected 10/2/21 Approved X Rejected _____
Reason for Rejection _____

Date Reinspected _____ Approved _____ Rejected _____

Notes:

Size Pipe 6 Type Pipe 35
Basement Yes No
Sump Pump Yes No
Downspout to Ground Yes No
Septic Tank Pumped & Filled Yes No
Contractor Wills Ex.
Special Conditions _____
Existing Home _____
New Construction ✓



INSTRUMENT: _____
ADDRESS: 9786 Hulton Road
Pendleton, IN 46064
LOT AREA: 7,877 Sq. Ft.
ZONING: Residential
SIDE YARD: 5 Ft. (MIN.)
FRONT YARD: 30 Ft. (MIN.)
REAR YARD: 15 Ft. (MIN.)

OAKMONT
SECTION TWO
LOT 70

JOB ID: IND-OM-0070
CONTROL #: _____
DATE: 07/23/2021
REV DATE: _____
REV DATE: _____



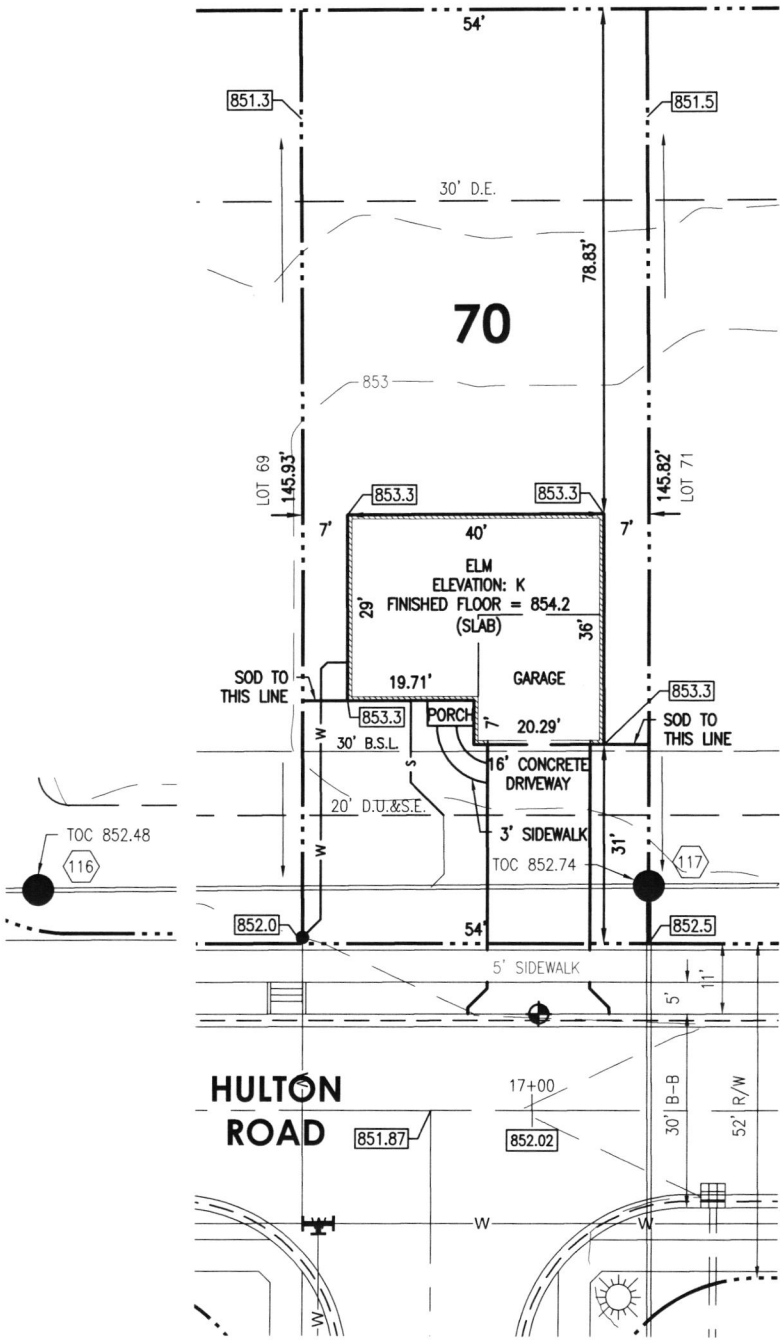
Know what's below.
Call before you dig.



Scale: 1" = 30'

LEGEND

- PROPERTY LINE
- SETBACK LINE
- EASEMENT
- CENTERLINE
- 799 - INTERMEDIATE CONTOUR
- 800 - INDEX CONTOUR
- W WATER SERVICE
- FO FIRE HYDRANT
- W WATER SERVICE LATERAL
- WATER METER
- SANITARY SEWER
- SANITARY STRUCTURE
- LAT SANITARY SEWER LATERAL
- S SANITARY SEWER LATERAL
- SANITARY CLEANOUT
- STORM SEWER
- SUBSURFACE DRAIN
- STORM STRUCTURE
- D.U.&S.E. DRAINAGE, UTILITY, & SEWER EASEMENT
- D.E. DRAINAGE EASEMENT
- B.S.L. BUILDING SETBACK LINE
- C.O. CLEANOUT
- S.S.D. SUBSURFACE DRAIN
- T.O.C. TOP OF CASTING
- DRAINAGE ARROW



SOD: 167± Sq. Yd.
SEEDING: 3,094± Sq. Ft.
CONCRETE DRIVEWAY: 512± Sq. Ft.
PRIVATE WALK: 32± Sq. Ft.
PUBLIC WALK: 273± Sq. Ft.
APRON: 95± Sq. Ft.
HOUSE WIDTH: 40± Ft.
HOUSE DEPTH: 36± Ft.

HAMILTON
DESIGNS

A LIMITED LIABILITY COMPANY
11 Municipal Drive, Suite 300
Fishers, Indiana 46038
P. (317) 570-8800
www.hamilton-designs.com

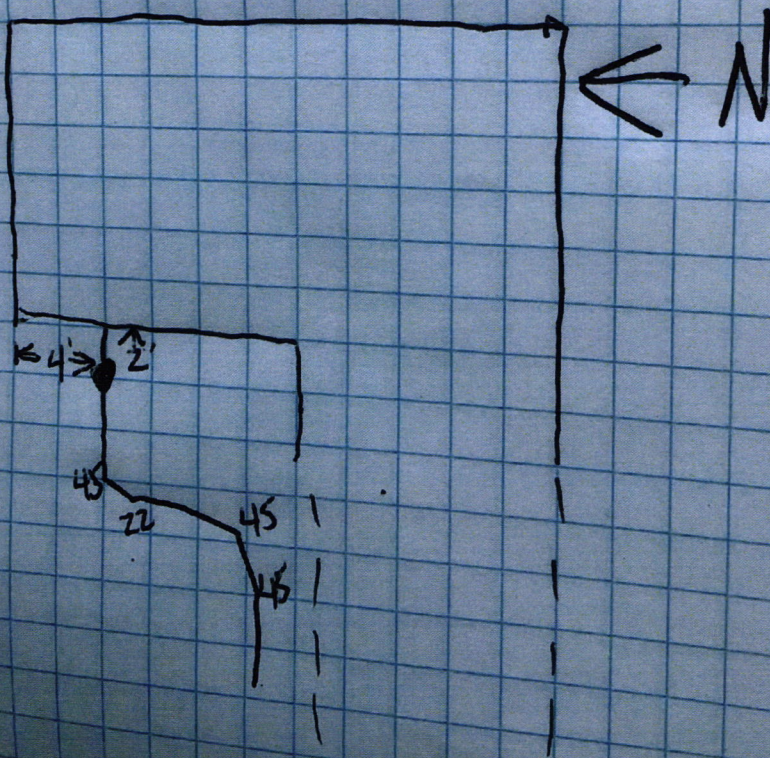
BENCHMARK
TOP OF CURB = 852.06

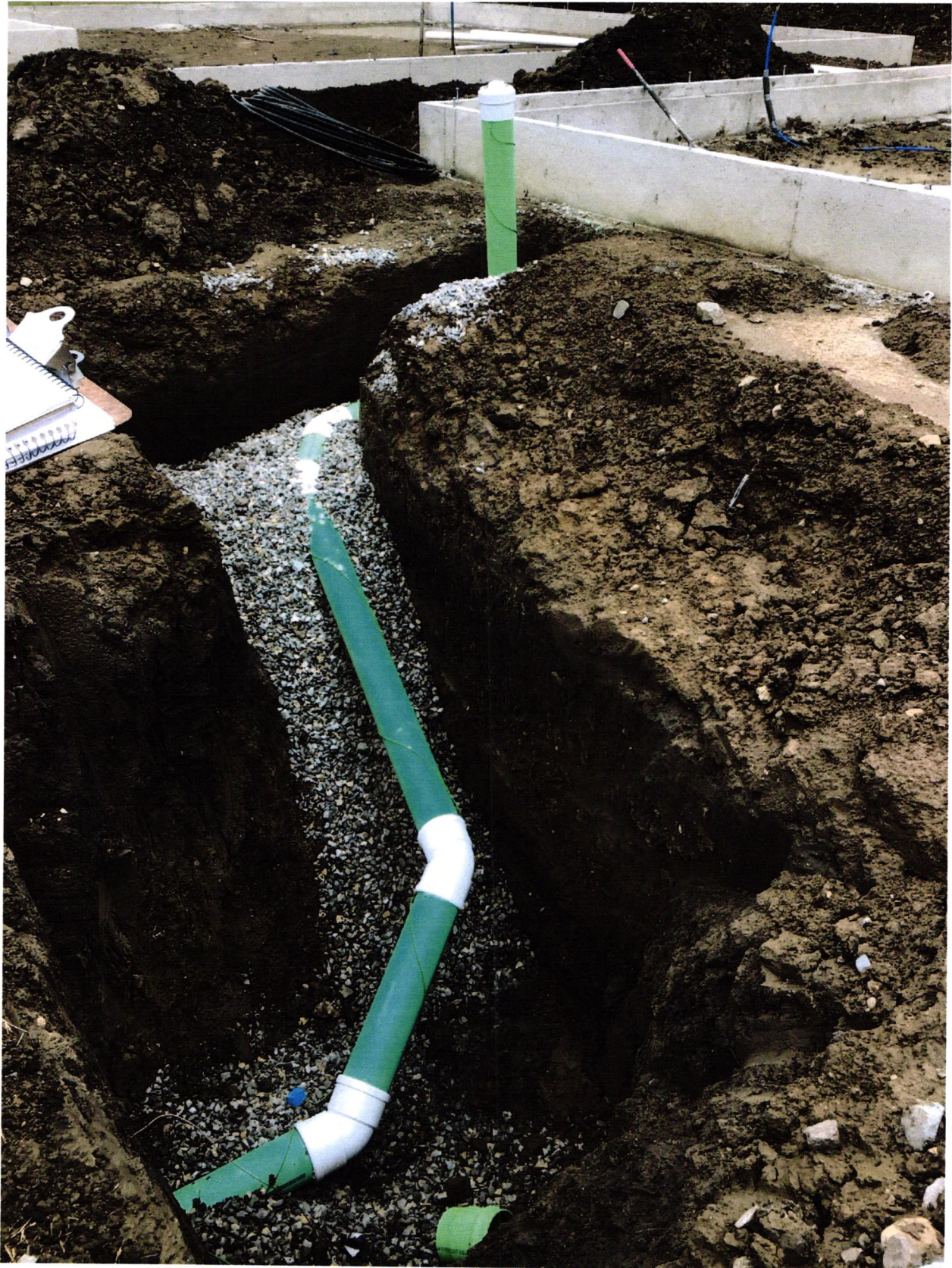
ALL UNDERGROUND SEWERS AND UTILITIES SHOWN ARE PLOTTED BY SCALE FROM DESIGN PLANS FURNISHED BY OWNER. THE ACTUAL FIELD LOCATIONS MAY VARY.
THIS DRAWING IS NOT INTENDED TO BE REPRESENTED AS A RETRACEMENT OR ORIGINAL BOUNDARY SURVEY, A ROUTE SURVEY, OR A SURVEY LOCATION REPORT.



Todd C. Wallace

Oakmont
Lot 70 9786 Hulton Rd.
10/12/21 with ex.







64-1278
611



449818

PAY

Print name
AUTHORIZED SIGNATURE

Rec # 101790