

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

#7043

**Agreement for Sanitary Sewer Service**

This Agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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 20.

Street Address: 8765 Winton 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

APPLICANT

Signature \_\_\_\_\_

Signature \_\_\_\_\_

STATE OF INDIANA     )  
                                  ) SS:  
COUNTY OF MADISON )

SUBSCRIBED and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

My Commission Expires: \_\_\_\_\_

Signature \_\_\_\_\_

Printed \_\_\_\_\_

Notary Public

Resident of \_\_\_\_\_ County

\*\*\*\*\*

Inspector SN Date Inspected 1/28/20 Approved ✓ Rejected \_\_\_\_\_

Reason for Rejection \_\_\_\_\_

Date Reinspected \_\_\_\_\_ Approved \_\_\_\_\_ Rejected \_\_\_\_\_

## Notes:

Size Pipe 6" Type Pipe 35Basement Yes NoSump Pump Yes NoDownspout to Ground Yes NoSeptic Tank Pumped & Filled Yes NoContractor Baldwin ex

Special Conditions \_\_\_\_\_

Existing Home \_\_\_\_\_

New Construction ✓

North ↑

*Drawing +  
1 picture  
attached*

Fall Creek Regional Waste District

9378 S 650 W, P.O. Box 59, Pendleton, IN 46064

765-778-7544

Agreement for Sanitary Sewer Service

#7017

This Agreement made and entered into this 2 day of Dec, 2019, between Fall Creek Regional Waste District ("District") and Kennar 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 lot 20 Springbrook.

Street Address: 8765 Winton Place Pendleton IN 46064

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

Signature

APPLICANT

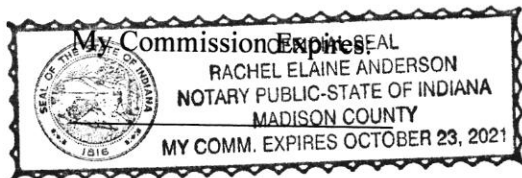
Signature

STATE OF INDIANA )

) SS:

COUNTY OF MADISON )

SUBSCRIBED and sworn to before me this 2 day of Dec, 2019



Signature

Printed

Notary Public

Resident of Madison County

Inspector SN Date Inspected 1/28/20 Approved ☒ 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 ☐

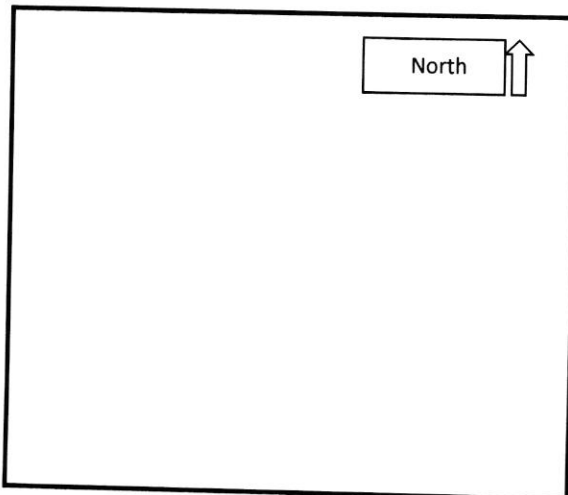
Septic Tank Pumped & Filled Yes ☐ No ☐

Contractor Baldwin

Special Conditions

Existing Home ☐

New Construction ☒







# STOEPPELWERTH

ALWAYS ON

7965 East 106th Street, Fishers, IN 46038-2505  
phone: 317.849.5935 fax: 317.849.5942

JOB ID SPRINGBK1A.20

CONTROL# 89715 LEN

8765 WINTON PLACE  
PENDLETON, IN 46064

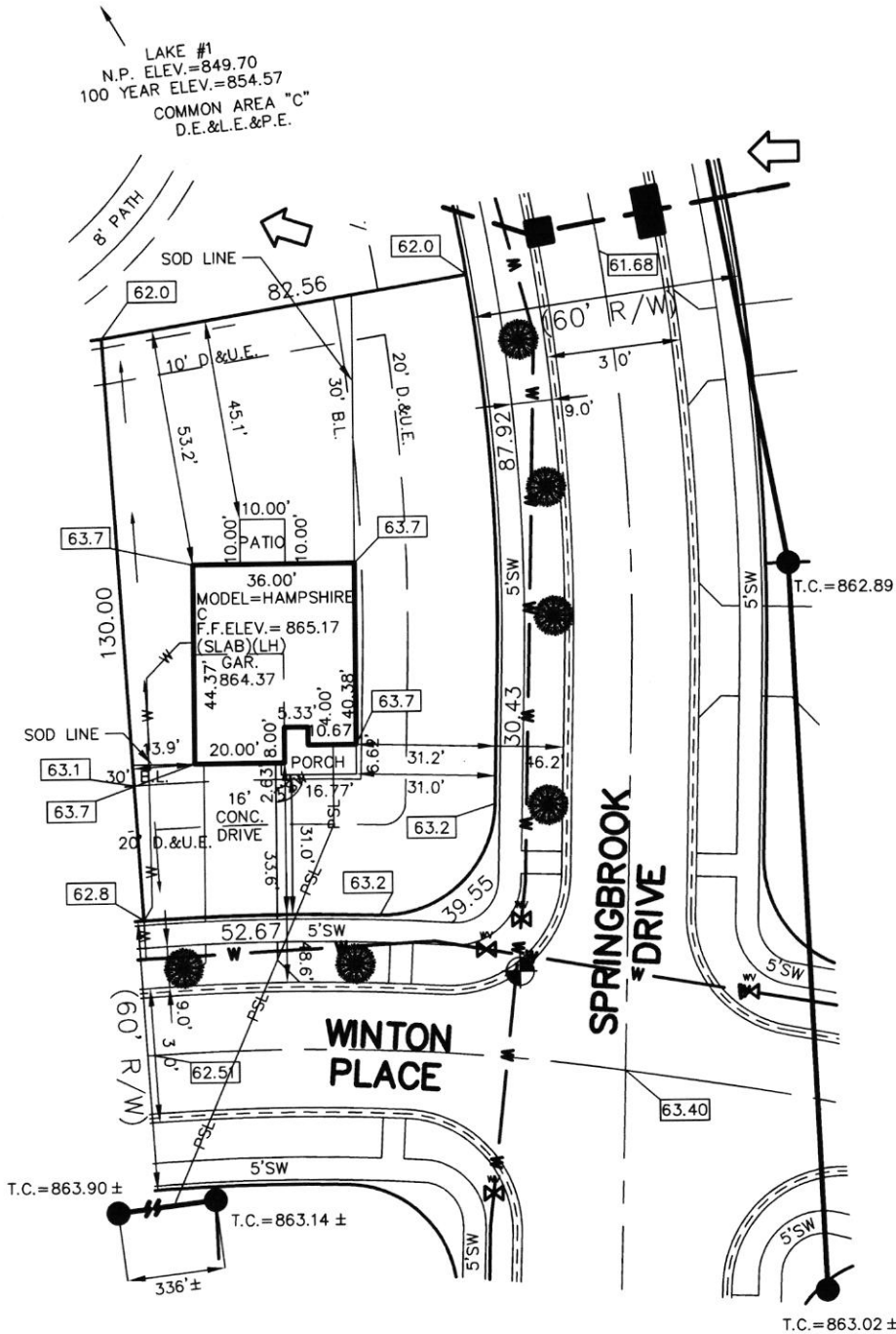


1" = 40'

LOT AREA: 11,076 Sq. Ft.

M.F.F.E.=864.1

M.F.P.G.=863.5



LEGEND:

XX.X PROPOSED GRADE PER PLAN  
XX.XAB AS BUILT GRADE

S.S.D. SUB-SURFACE DRAIN  
SANITARY SEWER  
6" AS BUILT SANITARY LATERAL  
6" PROPOSED SANITARY LATERAL  
STORM SEWER  
W WATER MAIN  
3/4" WATER CONNECTION  
SW SWALE

● SANITARY MANHOLE

○ STORM MANHOLE

■ CURB INLET

⊕ FIRE HYDRANT

● STREET TREES

⊕ WATER VALVE

➔ EMERGENCY FLOOD ROUTE

D.&U.E. DRAINAGE & UTILITY EASEMENT  
D.E. DRAINAGE EASEMENT  
L.E. LANDSCAPE EASEMENT  
P.E. PATH EASEMENT  
B.L. BUILDING LINE  
M.F.P.G. MINIMUM FLOOD PROTECTION GRADE  
M.F.F.E. MINIMUM FINISHED FLOOR ELEVATION

ALL UNDERGROUND SEWERS AND UTILITIES  
SHOWN ARE PLOTTED BY SCALE FROM  
DESIGN PLANS FURNISHED BY ENGINEER  
THE ACTUAL FIELD LOCATION MAY VARY.



*David J. Stoeppelwerth*

NOTE: THIS DRAWING IS NOT INTENDED TO BE  
REPRESENTED AS A RETRACEMENT OR ORIGINAL  
BOUNDARY SURVEY, A ROUTE SURVEY OR A  
SURVEYOR LOCATION REPORT.

LOT 20  
SPRINGBROOK  
SECTION 1A

INST. #2019RO14444

ZONING: R3

5' MINIMUM SIDE YARD

30' MINIMUM FRONT YARD

15' MINIMUM REAR YARD

BENCHMARK  
TOP OF CURB = 863.40

SOD:	817 ± Sq. Yd.
SEEDING:	3,590 ± Sq. Ft.
SEED IN EASEMENT:	563 ± Sq. Ft.
CONC. DRIVEWAY:	556 ± Sq. Ft.
PRIVATE WALK:	22 ± Sq. Ft.
PUBLIC WALK:	1,130 ± Sq. Ft.
APRON:	249 ± Sq. Ft.
ADDITIONAL SOD TO:	336 ± Sq. Yd.
REAR EASEMENT	
HANDICAP RAMPS:	2





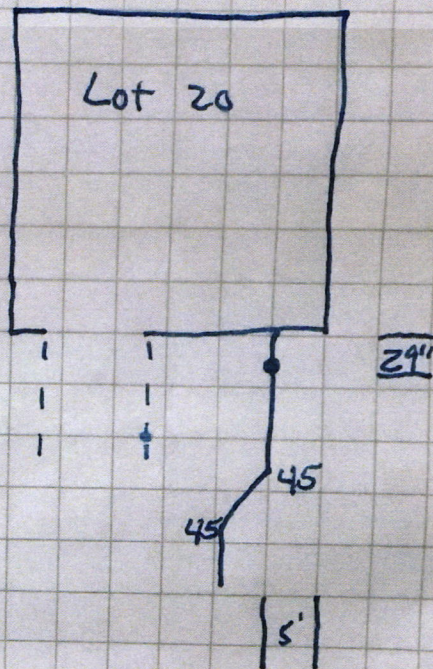
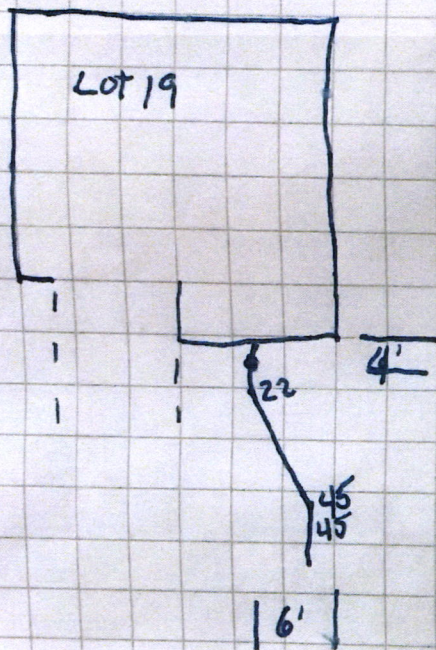
SPRINGbrook

Lot 19

Lot 20

8773 Winton Place

8765 Winton Place



N →



87105 Winton PL Springbrook Lot 20

1-28-2020





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

**01336106**

Indianapolis, IN 46240

*Void if over 180 days*

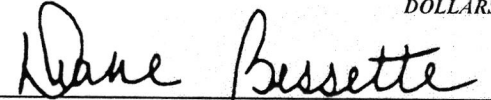
70-2322  
719

DATE	AMOUNT
11/18/19	\$*****570.00

**PAY**

FIVE HUNDRED SEVENTY AND 00/100 \*\*\*\*\*

*DOLLARS*



Authorized Signatory

TO  
THE  
ORDER  
OF  
Fall Creek Regional Waste District  
PO Box 59  
Pendleton IN 46064

Authorized Signatory  
Two Signatures Required on Amounts Over \$100,000.00

THE FACE OF THIS CHECK HAS A BLUE AND GREEN BACKGROUND - ANY OTHER COLORS MAY BE EVIDENCE OF CHEMICAL ALTERATION OR ERASURE - SEE REVERSE SIDE FOR MORE SAFETY FEATURES. 

Rec # 011070