

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

#7031

**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 8.

Street Address: 9194 Springbrook 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: \_\_\_\_\_

Signature \_\_\_\_\_

Printed \_\_\_\_\_

Notary Public

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

\*\*\*\*\*

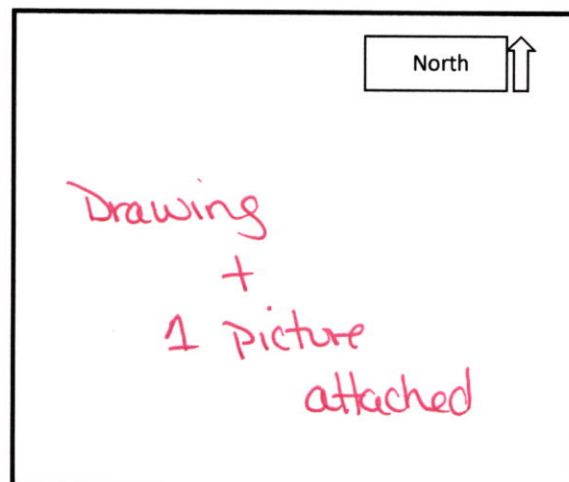
Inspector Dal Date Inspected 1-24-20 Approved ☒ Rejected \_\_\_\_\_

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

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

Notes:

Size Pipe 6" Type Pipe PVC 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 ☒



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

#7019

Agreement for Sanitary Sewer Service

This Agreement made and entered into this 2 day of Dec., 2019, between Fall Creek Regional Waste District ("District") and Dennac 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 #8.

Street Address: 9194 Springbrook Dr. 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.

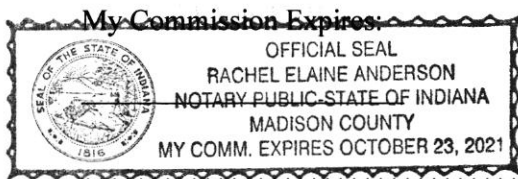
The parties hereto have read and fully understand the above provisions and agree to comply with said provisions.

FALL CREEK REGIONAL WASTE DISTRICT  
[Signature]  
Signature

APPLICANT [Signature]  
Signature

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MADISON )

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

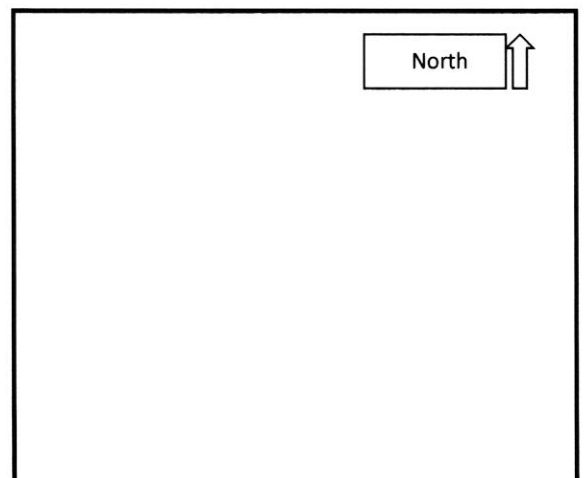


Signature [Signature]  
Printed Rachel E. Anderson  
Notary Public  
Resident of Madison County

Inspector \_\_\_\_\_ Date Inspected \_\_\_\_\_ Approved \_\_\_\_\_ Rejected \_\_\_\_\_  
Reason for Rejection \_\_\_\_\_  
Date Reinspected \_\_\_\_\_ Approved \_\_\_\_\_ Rejected \_\_\_\_\_

Notes:

Size Pipe \_\_\_\_\_ Type Pipe \_\_\_\_\_  
Basement Yes \_\_\_\_\_ No \_\_\_\_\_  
Sump Pump Yes \_\_\_\_\_ No \_\_\_\_\_  
Downspout to Ground Yes \_\_\_\_\_ No \_\_\_\_\_  
Septic Tank Pumped & Filled Yes \_\_\_\_\_ No \_\_\_\_\_  
Contractor \_\_\_\_\_  
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.8

CONTROL# 89711 LEN

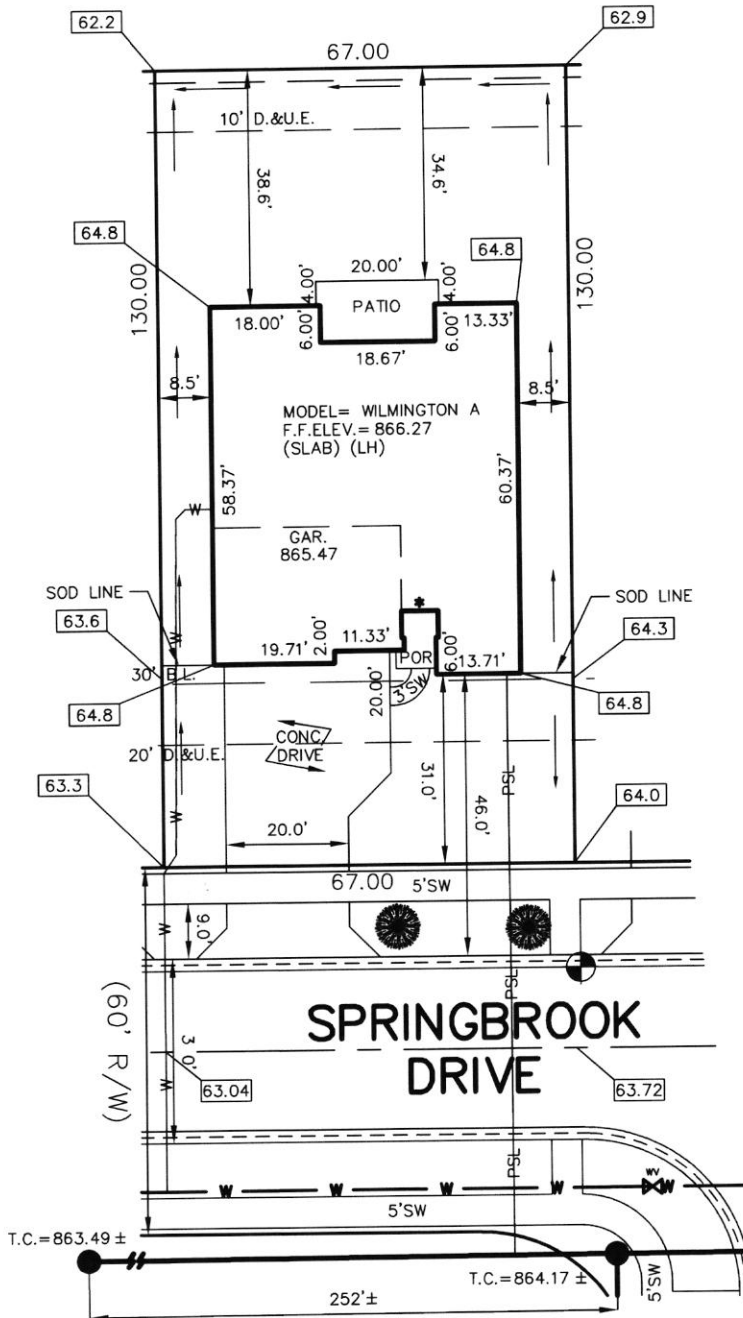
9194 SPRINGBROOK DRIVE  
PENDLETON, IN 46064

1" = 30'

LOT AREA: 8,710 Sq. Ft.

M.F.F.E.=864.6

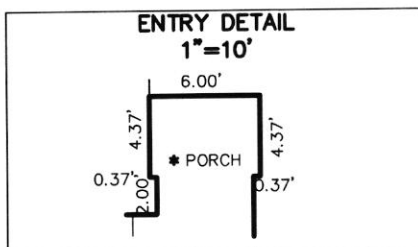
M.F.P.G.=864.2



#### LEGEND:

XX.X	PROPOSED GRADE PER PLAN
XX.XAB	AS BUILT GRADE
S.S.D.	SUB-SURFACE DRAIN
ASL	SANITARY SEWER
6\"	6\" AS BUILT SANITARY LATERAL
PSL	6\" PROPOSED SANITARY LATERAL
SS	STORM SEWER
W	WATER MAIN
3/4\"	3/4\" WATER CONNECTION
SW	SWALE
●	SANITARY MANHOLE
○	STORM MANHOLE
■	CURB INLET
⊕	FIRE HYDRANT
⊗	STREET TREES
WV	WATER VALVE
D.&U.E.	DRAINAGE & UTILITY 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 8  
SPRINGBROOK  
SECTION 1A  
INST. #2019R014444

ZONING: R3  
5' MINIMUM SIDE YARD  
30' MINIMUM FRONT YARD  
15' MINIMUM REAR YARD

BENCHMARK	TOP OF CURB = 863.72
SOD:	193 ± Sq. Yd.
SEEDING:	3,517 ± Sq. Ft.
SEED IN EASEMENT:	670 ± Sq. Ft.
CONC. DRIVEWAY:	848 ± Sq. Ft.
PRIVATE WALK:	23 ± Sq. Ft.
PUBLIC WALK:	273 ± Sq. Ft.
APRON:	305 ± Sq. Ft.
ADDITIONAL SOD TO:	316 ± Sq. Yd.
REAR EASEMENT	
HANDICAP RAMPS:	





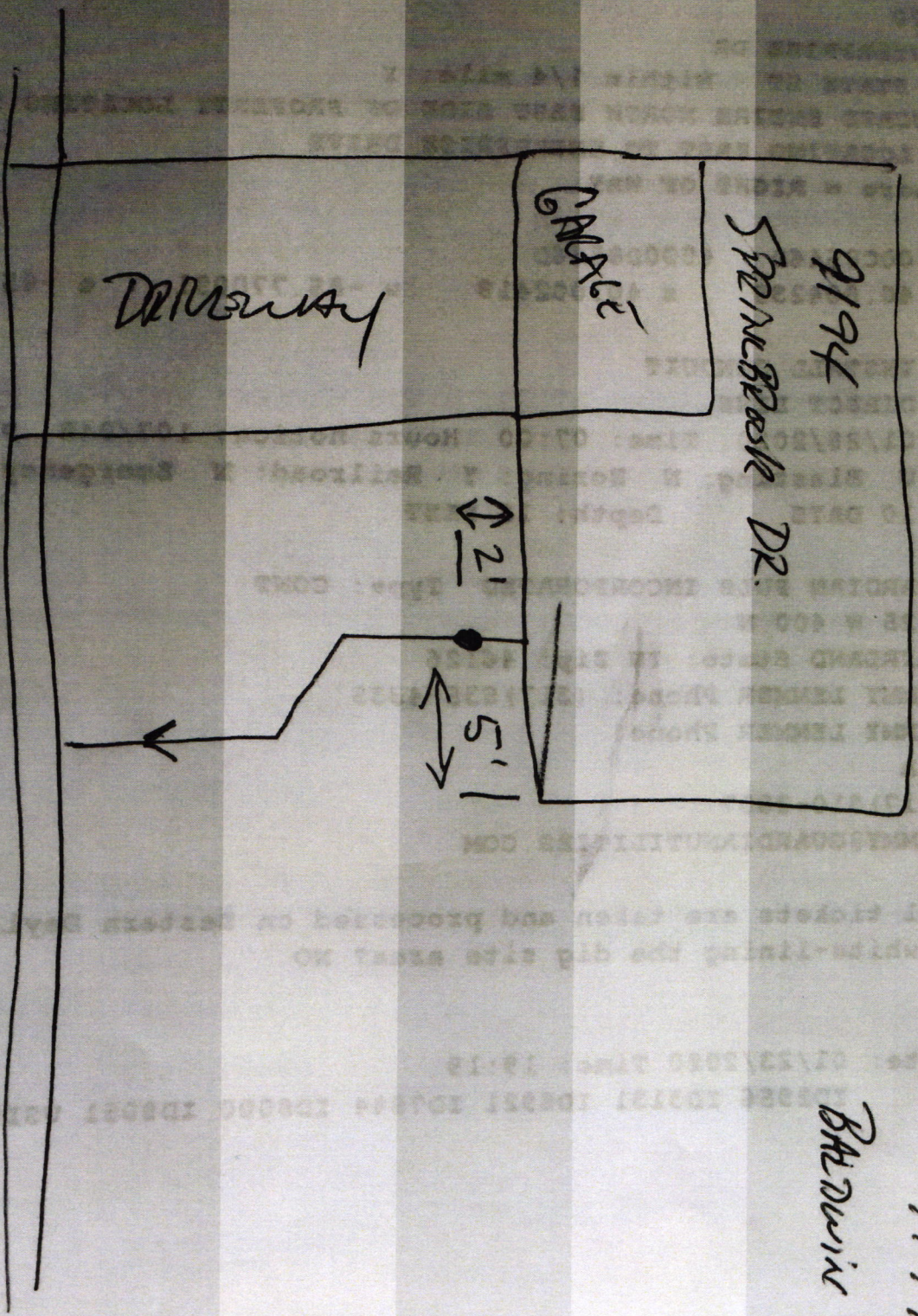
1-24-20

SPRING BROOK

LOT 8

9194 SPRING BROOK DR

BHADWIN EX.









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

**01336103**

Indianapolis, IN 46240

Void if over 180 days

70-2322  
719

**PAY**

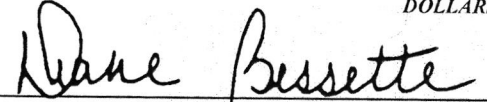
DATE	AMOUNT
11/18/19	\$*****570.00

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

DOLLARS

TO  
THE  
ORDER  
OF

Fall Creek Regional Waste District  
PO Box 59  
Pendleton IN 46064

  
Authorized Signatory

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 011072