#8081

Fall Creek Regional Waste District

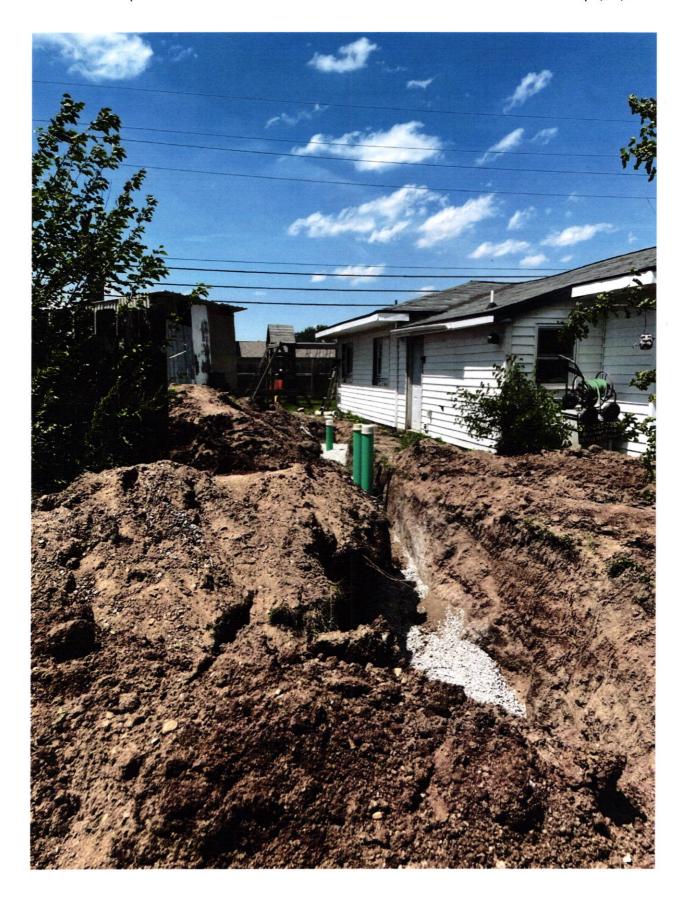
9378 S 650 W, P.O. Box 59, Pendleton, IN 46064 765-778-7544

Agreement for Sanitary Sewer Service

| This Agreement made and entered into this day of Regional Waste District ("District") and Tobest Merca provision of sanitary sewer service, and the assignment of cap facilities for the premises located at | ("Applicant") regarding the |
|--|---|
| Street Address: 1850 E. Broad way Fors | i//le |
| Now therefore, the parties, in consideration of the mutua receipt and sufficiency of which is hereby acknowledged, agr | al promises set out in this Agreement, the ee as follows: |
| The Applicant agrees that all workmanship and mater and the District's construction standards. District must before backfilling and final connection is made to the provision will cause all lines and appurtenances in vio Applicant's expense. The District shall have the right to enter upon the Applinspect, repair, or replace any equipment used in conn has an impact on said service. The Applicant shall be responsible for all monthly use failure to pay any rate charge or fee may result in a lie termination of service to the property, the cost of which but not limited to, all attorney's fees and collection contained. The District shall not be responsible for any damages unless said damages are due to default, neglect or culp fit there is an available sanitary sewer within three hur property owner shall be required to connect to the District Applicant and District agree that the provision of concerns the property and the terms of this Agreemen heirs, executors, administrators, personal representative designees, and transferees. | st accept and approve all work and materials sewer mains. Any violation of this plation to be removed and replaced at the plicant's premises at all reasonable times to nection with the District's service or which the property charges, and tap fees. The en against the property and/or the en will be borne by Applicant, including, posts. as a result of any failure to supply service pability on the part of the District. andred (300) feet of the property line, the strict's sanitary sewer system. I sanitary sewer service touches and the bind the District and Applicant and their |
| The parties hereto have read and fully understand the aborrovisions. | ve provisions and agree to comply with said |
| FALL CREEK REGIONAL WASTE DISTRICT Signature | APPLICANT Signature |
| STATE OF INDIANA)) SS: COUNTY OF MADISON) | |
| SUBSCRIBED and sworn to before me this \(\frac{\frac{1}{2} \psi}{2} \) day of _ | Alb , 20,22 |
| | Rachel Gluyer Rochel E. dawyer Rotary Public Resident of Madway County |
| nspector Date Inspected 5-30-22 Approved | Rejected |
| Date Reinspected Approved_ | Rejected |
| Notes: | a Pictures Atlach |
| ize Pipe 6 Type Pipe SDR 3S Basement Yes No | 2 11000 11000 |
| Sasement <u>Yes No /</u> Sump Pump <u>Yes No /</u> | North |
| Downspout to Ground Yes No | [C.o - pt "] |
| eptic Tank Pumped & Filled <u>Yes No</u> | House |
| ontractor SEIT | Co-P |
| pecial Conditions | |
| xisting Home | 1 1 |

New Construction ___

RACHEL E LAW FR
COMMISSION NUMBER - 20797233 /
SIE NOTARY SUBJUSSION IN DIAMA
MY COVINE - OV 02 2029





Dright 013102

FALL CREEK REGIONAL WASTE DISTRI 9378 S 650 W PO BOX 59 PENDLETON, IN 46064 765-778-7544

FALL CREEK REGIONAL WASTE DIST

Date: 02/24/2022

01:31:43 PM

CREDIT CARD SALE

VISA

CARD NUMBER:

*******5670 K

TOTAL AMOUNT:

\$760.00

APPROVAL CD:

ECI:

RECORD #:

000

CLERK ID:

Rachel

033113

CUST CODE:

meter

SALES TAX:

\$0.00

INVOICE #:

tap fee

robart mcfarland

I AGREE TO PAY THE ABOVE TOTAL AMOUNT ACCORDING TO THE CARD ISSUER AGREEMENT (MERCHANT AGREEMENT IF CREDIT VOUCHER)

Thank you for your payment!

Merchant Copy

1/2

AGREEMENT FOR PAYMENT OF CAPACITY FEES IN MONTHLY INSTALLMENTS

| THIS AGREEMENT, made and entered into this day of |
|---|
| , 20 22, is between FALL CREEK REGIONAL WASTE DISTRICT |
| ("District") and Rober + WEFOR land ("Applicant") and is regarding the |
| provision of sanitary sewer service, and the assignment of capacity in, and connection to, the |
| District's facilities for the property located at 1850 F. Broadway |
| ("Property"). δ |
| WHEREAS, the District operates a wastewater collection and treatment system; and |
| WHEREAS, the District requires payment of the appropriate capacity fee from all customers connecting to its system; and |
| WHEREAS, the District desires to grant the Applicant the option to pay the applicable capacity fee in equal monthly installments for a period ofmonths; and |
| NOW, THEREFORE , the parties, in consideration of the mutual promises set out in this Agreement, the receipt and sufficiency of which are hereby acknowledged, agree as follows: |
| The Applicant will connect to the District's sewer system within ninety (90) days of receiving notice that the District's system is within three hundred (300) feet of the Property |
| 2. The Applicant will pay the applicable capacity fee in the amount of \$3400.00 in monthly installments which will be added to the Applicant's monthly service bill. |
| 3. The Applicant agrees to pay an additional five percent (5%) fee to cover the cost of |
| administering this payment plan. $$3400$ capacity fee + $$170.00$ administrative |
| fee = \$ 3570.00 |
| 4. The Applicant shall pay a total of \$ 99.17 per month for 36 months which |
| only includes the monthly payment for the five percent (5%) administrative fee and |
| capacity fee. The Applicant is also responsible for the monthly service fee and any other |
| fees duly enacted by the District. |
| 5. All other fees, including, but not limited to, the tap fees and monthly service fees, mus |
| be timely paid by the Applicant. |
| 6. In the event the Applicant defaults in the performance or observance of any of the |
| terms, conditions, or obligations contained in this Agreement, the District shall be |
| entitled to recover a ten percent (10%) penalty on the unpaid balance, interest at |
| eighteen percent (18%), and all attorneys' fees and costs incurred in connection with |
| enforcing this Agreement, including the cost of any and all litigation, post-judgement |

7. In the event the Applicant sells or transfers the Property, the remaining balance on this Agreement shall become immediately due and owing.

proceedings, and appeals.

- 8. This instrument contains and embodies the entire agreement and understanding of the parties with respect to the subject matter of this Agreement, and supersedes all prior agreements and understandings, oral or written, between them, relating to the subject matter of this Agreement. No modification or waiver of the terms and conditions contained herein shall be of any force and effect unless such modification or waiver shall be in writing and signed by the parties.
- 9. Attached hereto as <u>Exhibit A</u> is the legal description for the Property and the parties hereby agree that this Agreement touches and concerns the land and shall be binding upon the Applicant's successors and assigns.

| | By: Lach Lange | |
|--|--|--|
| | Its: | |
| STATE OF INDIANA) SS: COUNTY OF (Masson) Before me, a Notary Public in and for said County and State, personally appeared by me known and by me known to be the Assistant of Fall Creek Regional Waste District, who acknowledged the execution of the foregoing "Agreement for Payment of Capacity Fees in Monthly Installments" on behalf of Fall Creek Regional Waste District. WITNESS my hand and Notarial Seal this day of the county and State, personally appeared County of the county and State, personally appeared Particles of the county and State, personally appeared County of the county and State, personally appeared Particles of the county and State, personally appeared County of the county appeared Assistant of the county and State, personally appeared County of the county appeared Assistant of the county and State, personally appeared Assistant of the county appeare | | |
| OFFICIAL SEAL REBECCA LYNN HUNTER COMMISSION NUMBER NP0737272 NOTARY PUBLIC-STATE OF INDIANA HAMILTON COUNTY MY COMM EXPIRES NOV 4, 2029 | Rebecca Lynn Honter (Printed Signature) | |
| My Commission Expires: | | |
| My County of Residence: | | |
| | APPLICANT: | |
| | NA A | |
| | Robert McFarland | |
| STATE OF INDIANA) SS: COUNTY OF | | |
| WITNESS my hand and Notarial Seal this <u>24</u> | day of Flb. 2022 | |
| | Notary Public Yawyer (Printed Signature) | |
| My Commission Expires: OFFICIAL SEAL RACHEL E. LAWYE COMMISSION NUMBER NF NOTARY PUBLIC-STATE OF MADISON COUNTY | P0737234 FINDIANA | |
| MY COMM EXPIRES NOV. 03, 2029 This Instrument prepared by J. Christopher Janak, Attorney at Law, Bose McKinney & Evans LLP, 135 | | |
| North Pennsylvania Street, Suite 2700, Indianapolis, Indiana 46204. | | |

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FALL CREEK REGIONAL WASTE