





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: 033113

ECI:

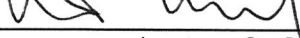
RECORD #: 000

CLERK ID: Rachel

CUST CODE: meter

SALES TAX: \$0.00

INVOICE #: tap fee

X 

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

Rec# 012102

**AGREEMENT FOR PAYMENT OF
CAPACITY FEES IN MONTHLY INSTALLMENTS**

THIS AGREEMENT, made and entered into this 24 day of February, 2022, is between FALL CREEK REGIONAL WASTE DISTRICT ("District") and Robert + VMC Farland ("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 E. Broadway ("Property").

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 of 36 months; 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:

1. 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 36 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, must 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 proceedings, and appeals.
7. In the event the Applicant sells or transfers the Property, the remaining balance on this Agreement shall become immediately due and owing.
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 Exhibit A 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.

FALL CREEK REGIONAL WASTE
DISTRICT

By: Rachel Lawyer

Its: _____

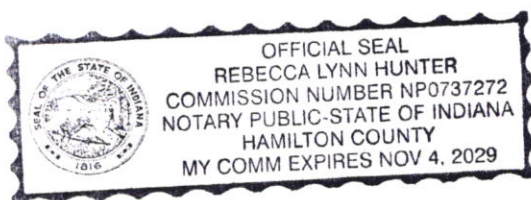
STATE OF INDIANA)

) SS:

COUNTY OF Madison)

Before me, a Notary Public in and for said County and State, personally appeared Rachel Lawyer, by me known and by me known to be the Admin 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 24 day of February, 2022



Rebecca Lynn Hunter
Notary Public
Rebecca Lynn Hunter
(Printed Signature)

My Commission Expires:

My County of Residence:

APPLICANT:

Robert McFarland
Robert McFarland

STATE OF INDIANA)

) SS:

COUNTY OF Madison)

Before me, a Notary Public in and for said County and State, personally appeared Robert McFarland, who acknowledged the execution of the foregoing "Agreement for Payment of Capacity Fees in Monthly Installments" as his voluntary act or deed.

WITNESS my hand and Notarial Seal this 24 day of Feb. 2022



My Commission Expires:

My County of Residence:

Rachel E. Lawyer
Notary Public
Rachel E. Lawyer
(Printed Signature)

This Instrument prepared by J. Christopher Janak, Attorney at Law, Bose McKinney & Evans LLP, 135 North Pennsylvania Street, Suite 2700, Indianapolis, Indiana 46204.
334278