

#6775

This Agreement made and entered into this 16<sup>th</sup> day of NOVEMBER, 2018, between Fall Creek Regional Waste District ("District") and SCOTT & STEPHANIE STINEBAKER (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

5 pictures attached



11-16-18

# Untitled Map

Write a description for your map.

## Legend

- Feature 1
- Feature 2



Google Earth

© 2018 Google

200 ft

N



216 n Huston

Tim McCurdy

11-16-18





216 N Houston St

Tim McMurdy

11.16.18





216 n Huston

Tim McClurdy

11-16-18





2116 N Huston

Tim McElurdy

11.16.18





**STEPHANIE STUDEBAKER**  
**SCOTT STUDEBAKER**

317-485-5874  
10024 S 750 W  
FORTVILLE, IN 46040

12156

20-7387/2740

Nov 16, 18 Date

 CHECK ARMOR  
FRAUD PROTECTION

Pay to the Order of FCRWD

Five hundred seventy & 00/100 \$ 570.00  
Dollars

 Photo  
Safe  
Deposit®  
Details on back

**financial center**

Financial Center First Credit Union  
PO Box 26501, Indianapolis, IN 46226

For Tax fee for Allen N. Huston

Stephanie Studenaker

Michael D. Baker



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

THIS AGREEMENT, made and entered into this 16 day of November, 2018, is between FALL CREEK REGIONAL WASTE DISTRICT ("District") and Stephanie Studebaker ("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 2615 N. Huston Ingalls, TN 37048 ("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 12 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 \$2800.00 in 12 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. \$2800 capacity fee + \$140.00 administrative fee = \$2940.00
4. The Applicant shall pay a total of \$245.00 per month for 12 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-judgment 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  
\_\_\_\_\_ 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 16 day of November 2018

Rebecca A. McClintick

Notary Public

\_\_\_\_\_  
(Printed Signature)

My Commission Expires:

My County of Residence:



OFFICIAL SEAL  
REBECCA A. MCCLINTICK  
NOTARY PUBLIC-STATE OF INDIANA  
MADISON COUNTY  
MY COMM. EXPIRES MAY 18, 2024

APPLICANT:

Stephanie Studenaker

STATE OF INDIANA )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public in and for said County and State, personally appeared  
STEPHANIE STUDEBAKER, 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 16<sup>th</sup> day of NOVEMBER, 2018

Rebecca A. McClintick

Notary Public

\_\_\_\_\_  
(Printed Signature)

My Commission Expires:

My County of Residence:



OFFICIAL SEAL  
REBECCA A. MCCLINTICK  
NOTARY PUBLIC-STATE OF INDIANA  
MADISON COUNTY  
MY COMM. EXPIRES MAY 18, 2024

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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