

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

#6471

This Agreement made and entered into this 9<sup>th</sup> day of SEPTEMBER, 2013, between Fall Creek Regional Waste District ("District") and TYLER MARTIN ("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 HICKORY HILLS EAST, LOT 149.

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.

A hand-drawn map of the study area. At the top, a horizontal line represents a road, with the word "woodchuck" written below it. To the right of the road is a box labeled "North" with an upward-pointing arrow. Below the road is a large, irregular shape representing a building, labeled "149" in the center. On the top edge of the building, there is a small circle labeled "G" and a small square labeled "CO". A line connects the "woodchuck" label to the "G" circle.

Commission Expires May 19, 2015  
Allison  
Michigan County of Ingham  
Ingham County, Michigan  
Ingham County, Michigan

STACY M MARTIN  
TYLER P MARTIN  
4000 N CR 800 W  
YORKTOWN, IN 47396

9/9/13

624  
70-2189/719  
059

Pay to the  
Order of

FCRWD

Date

\$ 475.00

Four-hundred Seventy-five and 00/100

Dollars



Security  
Features  
Details on  
Back

PNC BANK

PNC Bank, N.A. 071

For

Steve Permit

MP

⑆071921891⑆ 4805089223⑈ 0624

Harland Clarke

Permit # 6471  
lot # 149 H.H.E. (woodchuck)

Jay Weatherly  
765-744-6051  
11 AM on 5-23-14

Emailed  
Tim M.  
on 5-22-14 @ 12:57 pm

\* 6471 lot. 149  
H.H.E

Jay Weatherly  
765-744-6051

Called Steve  
on 6-2-14 @  
12:23 PM