

21-90016-00

FALL CREEK REGIONAL WASTE DISTRICT

No 6237

9378 S 650 WEST, P.O. BOX 59, PENDLETON, IN 46064

765-778-7544

AGREEMENT FOR SANITARY SEWER SERVICE

This Agreement made and entered into this 29th day of May, 200 7, between FALL CREEK REGIONAL WASTE DISTRICT ("District") and Waffle House ("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 SR 13 + I 69 Pendleton

7810 S SR 13

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

APPLICANT

Signature

STATE OF INDIANA)
) SS:
COUNTY OF MADISON)

SUBSCRIBED and sworn to before me this _____ day of _____, 200 ____.

My Commission Expires:

Signature

Printed

Notary Public
Resident of Madison County

INSPECTOR Tim DATE INSPECTED 9-26-07 APPROVED ☒ REJECTED _____

REASON FOR REJECTION _____

DATE REINSPECTED _____ APPROVED _____ REJECTED _____

NOTES:

SIZE PIPE 2" TYPE PIPE FR 160

BASEMENT YES _____ NO —

SUMP PUMP YES _____ NO —

DOWNSPOUT TO GROUND YES _____ NO _____

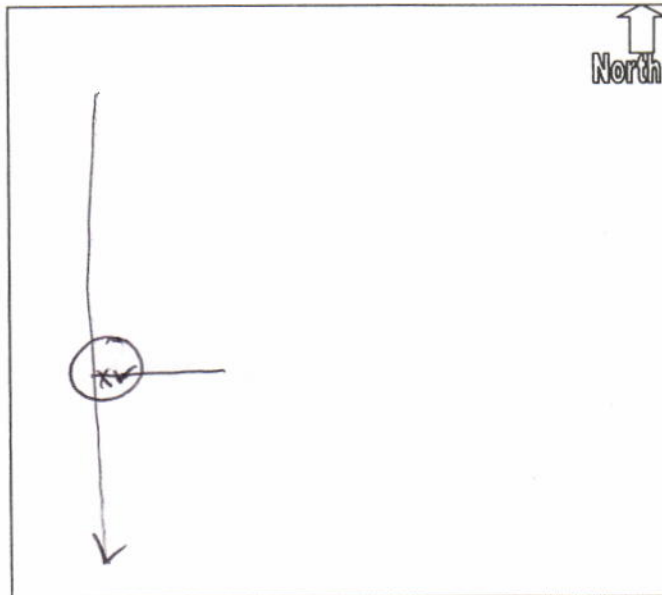
SEPTIC TANK PUMPED & FILLED YES _____ NO _____

CONTRACTOR _____

SPECIAL CONDITIONS _____

EXISTING HOME _____

NEW CONSTRUCTION ☒



FALL CREEK REGIONAL WASTE DISTRICT

No 6237

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765-778-7544

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FALL CREEK REGIONAL WASTE DISTRICT
Jeresa A. Shetter
 Signature

Georgia
 STATE OF INDIANA)
Gwinnett SS:
 COUNTY OF MADISON)

APPLICANT

Signature

E. J. Sam
Waffle House Inc.

SUBSCRIBED and sworn to before me this 29 day of May, 2007.

My Commission Expires:
 Notary Public, Gwinnett County, Georgia
 My Commission Expires June 3, 2007

Signature

Printed

Anita M Martinez
 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

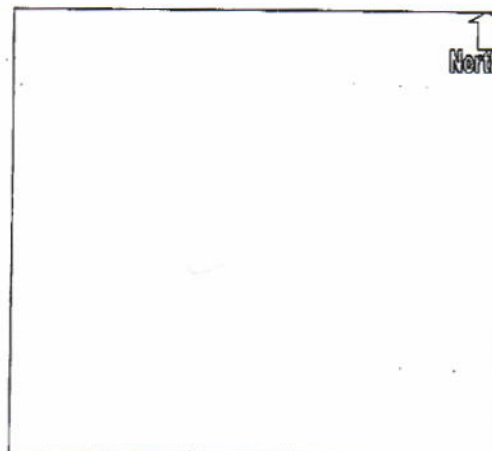
SEPTIC TANK PUMPED & FILLED YES NO

CONTRACTOR _____

SPECIAL CONDITIONS _____

EXISTING HOME _____

NEW CONSTRUCTION _____





CHECK NO.01242558
DATE 05/25/07
Address Bk# 12308418

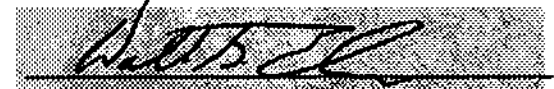
VOID AFTER 90 DAYS.
BANK OF AMERICA, N.A.
NORCROSS GA

64-1278/611

Pay NINE THOUSAND ONE HUNDRED FIFTEEN AND 00/100 ***** \$****9,115.00

Checks in excess of \$25,000.00 require two signatures.
Waffle House, Inc.

TO THE ORDER OF
FALL CREEK REGIONAL WASTE DISTRICT
9378 SOUTH 650 WEST
PENDLETON IN 46064


Treasurer

⑈1242558⑈ ⑆061112788⑆ 010 110 3183⑈



CHECK NO.01242558
DATE: 05/25/07
Stub 1 of 1

THE ATTACHED CHECK IS IN PAYMENT OF ITEMS DESCRIBED BELOW. IF NOT CORRECT PLEASE NOTIFY US PROMPTLY.

Invoice Nbr	Inv Date	Comments	Gross Amt	Discount	Check Amt
TAP FEE	5/23/07		9,115.00		9,115.00
			-----		-----
			9,115.00		9,115.00