

Fall Creek Regional Waste District
9378 S 650 W, P.O. Box 59, Pendleton, IN 46064
765-778-7544
Agreement for Sanitary Sewer Service

#6803

21-90001.00

This Agreement made and entered into this 1 day of April, 2019, between Fall Creek Regional Waste District ("District") and Campbell Homes ("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 _____.

Street Address: 8748-9098 (9051) S 650 W, Pendleton

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.

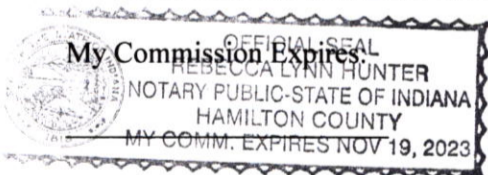
The parties hereto have read and fully understand the above provisions and agree to comply with said provisions.

FALL CREEK REGIONAL WASTE DISTRICT
Rebecca Hunter
Signature

APPLICANT
[Signature]
Signature

STATE OF INDIANA)
) SS:
COUNTY OF MADISON)

SUBSCRIBED and sworn to before me this 1 day of April, 2019



Signature Rebecca Lynn Hunter
Printed Rebecca Lynn Hunter
Notary Public
Resident of Hamilton 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

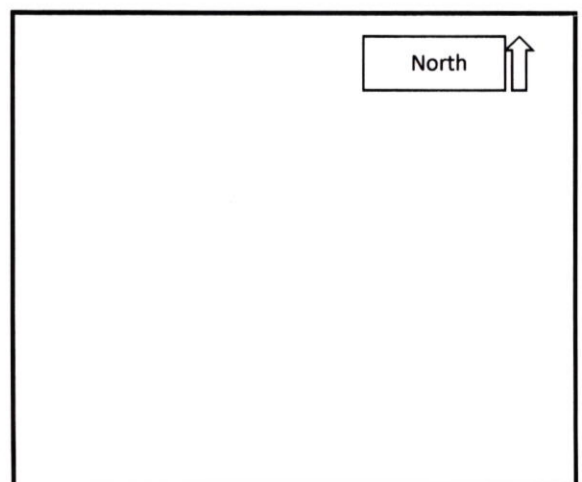
Septic Tank Pumped & Filled Yes No

Contractor _____

Special Conditions _____

Existing Home _____

New Construction _____



SCOTT B. CAMPBELL

CUSTOM HOMES

6302 WEST FOSTER BRANCH DRIVE
PENDLETON, IN 46064-8827

2-2566/710

4207

DATE

4/1/18

PAY TO THE
ORDER OF

FCRWD

THIRTY-THREE HUNDRED SEVENTY DOLLARS

\$3370.40

DOLLARS



Security Features
Included
Details on Back

BMO Harris Bank



BMO Harris Bank N.A.
Chicago, Illinois

MEMO

RIKKE

[Signature]

MP

⑆07102566⑆

46535269 04207

Tap Installation Quinn Rucker new property S 650 W T.M. 4-2019



discretion, first to any penalties and delinquency fees, and second towards monthly rates or charges for sewer service and/or then to the payment of the Unit/Pump.

4. General Terms of Payments. Payments owed to the District by Customer pursuant to this Agreement, whether lump-sum or installment, and any other charges or late charges, shall be subject to all rights of the District related thereto, including, but not limited to the following: (a) shall constitute a lien against the lot, parcel of land, or building located at the Property; (b) shall be subject to the same payment deadlines, penalties (10%), and interest as other monthly user rates of the District as may be amended from time to time; (c) the District shall be entitled to recover its costs associated with collecting delinquent payments, other charges, and late charges, including, but not limited to, any and all attorneys' fees, court costs, and other expenses incurred by the District in the collection process; and (d) the District may disconnect Customer's service for failure to timely make payments, others charges, and late charges.

5. Acceptable Use. Customer agrees that all Units and Pumps acquired under the Program shall be used only for new or existing connections to the District's sewer system and within the District. Customer further agrees that any Unit or Pump obtained under the Program must be installed at the Property. All Units or Pumps obtained under the Program or installed within the District may be inspected for installation by District personnel.

6. Installation, Operation, and Maintenance Responsibilities. Customer and/or the property owner (or successor property owner) shall be responsible for the installation, operation, and maintenance of all Units and Pumps, and related equipment. Under no circumstances shall the District be responsible for either (a) the installation, operation, or maintenance of any Units, Pumps, or related facilities; or (b) the costs of the installation, operation, or maintenance of any Units, Pumps, or related facilities; or (c) any damages arising from the installation, operation, or maintenance of any Units, Pumps, or related facilities.

7. Return of Replaced Equipment. If Customer is acquiring a replacement Unit or Pump, Customer agrees to turn the Customer/Property's old Pump into the District within thirty (30) days of obtaining a new Unit or Pump for recycling or scrapping by the District.

8. Disclaimer of Warranties. THE CUSTOMERS, ANY CONTRACTORS, AND ANYONE ACQUIRING UNITS, PUMPS, OR EQUIPMENT (COLLECTIVELY, EQUIPMENT) OR SERVICES FROM THE DISTRICT AGREES AND UNDERSTANDS THAT HE/SHE/THEY/IT ACCEPT(S) SUCH EQUIPMENT AND SERVICES "AS-IS, WHERE-IS, AND WITH ALL FAULTS." THE DISTRICT AND ITS AGENTS MAKE NO WARRANTIES OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, OR ANY SERVICES OR MAINTENANCE PERFORMED BY THE DISTRICT WITH RESPECT TO THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OR REPRESENTATIONS AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY AND ALL WARRANTIES ARE DISCLAIMED. ANY WARRANTIES RELATED TO THE PURCHASE OF ANY SUCH EQUIPMENT, GOODS, OR SERVICES SHALL BE SOLELY TO THE EXTENT PROVIDED BY THE ORIGINAL MANUFACTURER AND/OR PRIVATE CONTRACTOR HIRED BY THE CUSTOMER.

9. Ordinances, Rules, and Regulations. Ordinance 2018-2, as may be amended from time to time, is hereby incorporated herein by reference. The Customer shall further comply with all rules and regulations of the District concerning sewer discharge and service. The District shall have the right to enter onto the Property at all reasonable times to inspect, repair, and/or replace any equipment used in connection with, or which has an impact on, the District's sewer service. However, the District does not, in any way, have or assume any obligation to maintain any facilities on the Property or not owned by the District.

10. Violation and Penalties. Except where other penalties are specified by law (e.g., penalties for delinquent payments), any person, firm, or entity found to be violating any provision of this Agreement or of the Program, shall, in addition to any other rights and remedies available to the District, be subject to a civil penalty of \$200 per violation, each day of violation (and each separate connection) being deemed a separate violation. Anyone violating any provision of this Agreement or of the Program shall be responsible for reimbursing the District for its costs and attorney's fees in any action brought to enforce this Agreement or the provisions of the Program.

11. Severability of Provisions. The words, phrases, sections, and provisions of this Agreement are separable. In the event any one or more of the provisions contained in this Agreement should be held invalid or unenforceable in any respect, the remaining provisions herein shall not in any way be affected or impaired, and should remain in full force and effect.

IN WITNESS WHEREOF, the District and Customer have executed this Agreement as of the date first written above.

**FALL CREEK REGIONAL WASTE
DISTRICT (the District)**

Signature: Rachel Lawry

Printed Name: Rachel Lawry

CUSTOMER

Signature: Tyler Foster

Printed Name: Tyler Foster

FESLER'S EXCAVATING & PUMP LLC
2124 W STATE ROAD 38
PENDLETON IN 46064-9323

2040

71-208/749

6-22-20

Date

CHECK ARMOR
TRAUD PROTECTION

Pay to the
Order of forwd

\$ 3597.12

Three thousand five Hundred Ninety Seven and 12/100

Dollars



Photo
Safe
Deposit®
Details on back



For _____

[Signature]

MP

rec # 011255

Barn Only

Kyle Cravens 6.19.2020



Barn Only

Kyle Cravens

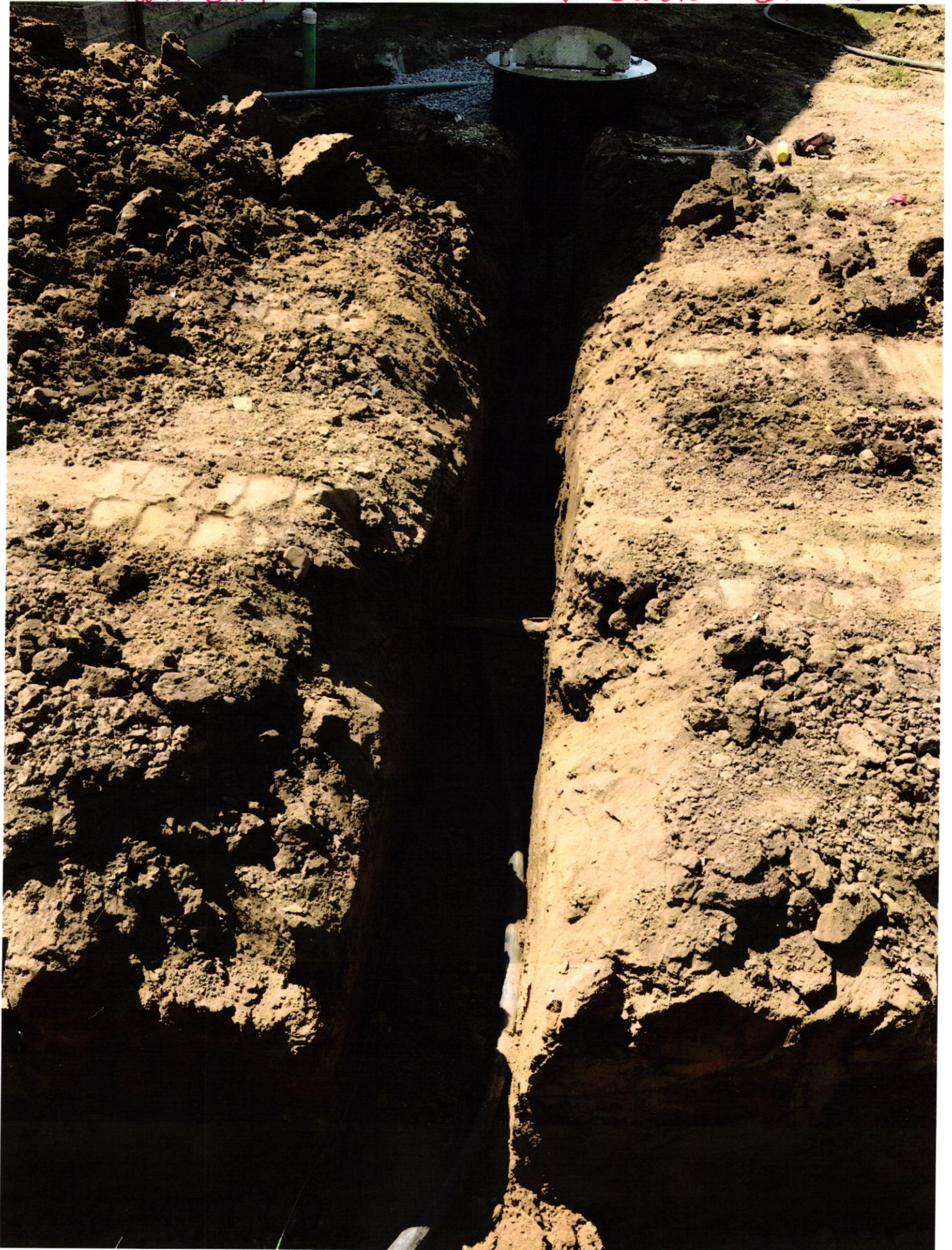
6.19.2020



Barn Only

Kyle Cravens

6.19.2020



Barn only
Kyle Craven 6-19-2020



Barn Only

Kyle Cravens

6.19.2020



* Barn Only

Kyle Crawens

6.19.2020



Barn only

Kyle Cravens

6.19.2020



Barn Only

Kyle Cravens 6.19.2020



Barn Only

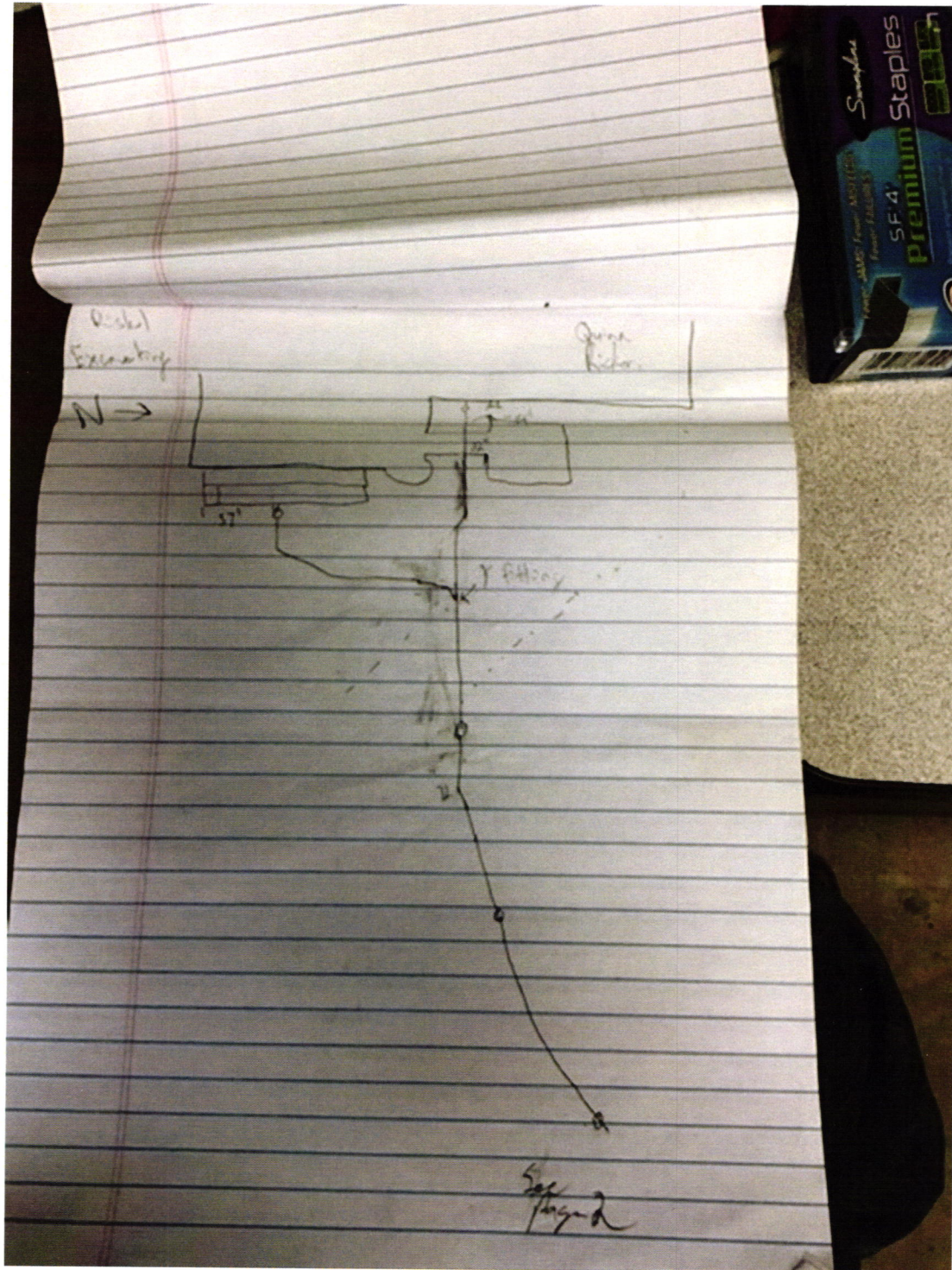
Kyle Crawens

Le. 19.2020



Sean Mitchell

6.29.2020



Sean Mitchel

6.29.2020



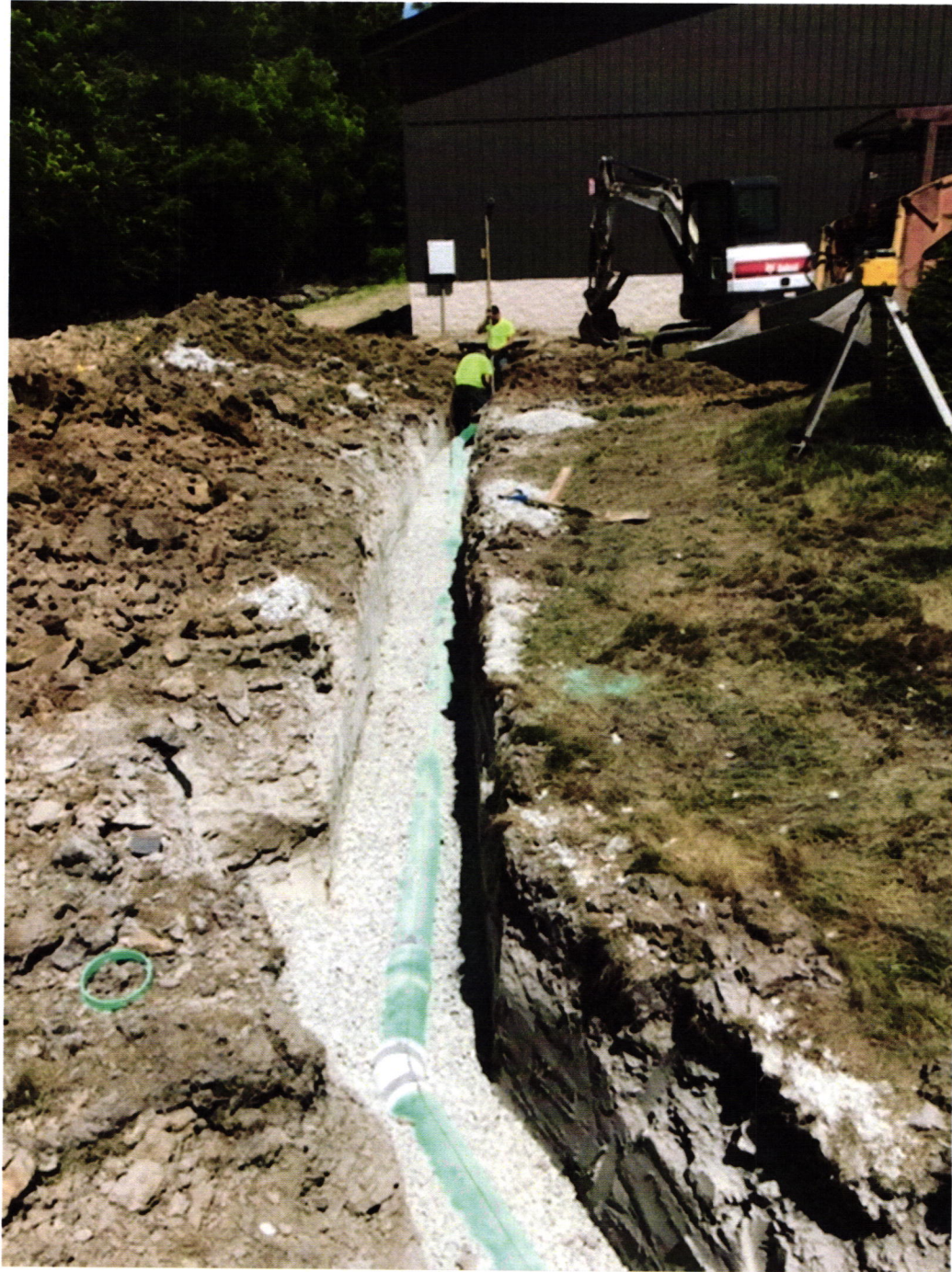
Sean Mitchel

6.29.2020



Sean Mitchel

6.29.2020



Sean Mitchell
6-29-2020



Sean Mitchel
6.29.2020



Sean Mitchel

6.29.2020



Sean Mitchel
6-29-2020



Sean Mitchel
6.29.2020



Sean Mitchel
6-29-2020



Sean Mitchell
6.29.2020



Sean Mitchel
6.29.2020

