

FALL CREEK REGIONAL WASTE DISTRICT

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

765-778-7544

AGREEMENT FOR SANITARY SEWER SERVICE

No 5213

28319.00

28336.00

28353.00

28387.00

This Agreement made and entered into this 14th day of May, 200 4, between FALL CREEK REGIONAL WASTE DISTRICT ("District") and Ashbury Pointe L.P. ("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 100 Ashwood Drive, 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

Signature

APPLICANT

Signature

STATE OF INDIANA)

) SS:

COUNTY OF MADISON)

SUBSCRIBED and sworn to before me this 14th day of May, 200 4.

My Commission Expires:

2-20-2008

Signature

Printed

Notary Public
Resident of Madison County

INSPECTOR T- DATE INSPECTED 9-3-04 APPROVED / REJECTED /

REASON FOR REJECTION

DATE REINSPECTED / APPROVED / REJECTED /

NOTES:

SIZE PIPE 6" TYPE PIPE SOR35

BASEMENT YES NO /

SUMP PUMP YES NO /

DOWNSPOUT TO GROUND YES NO /

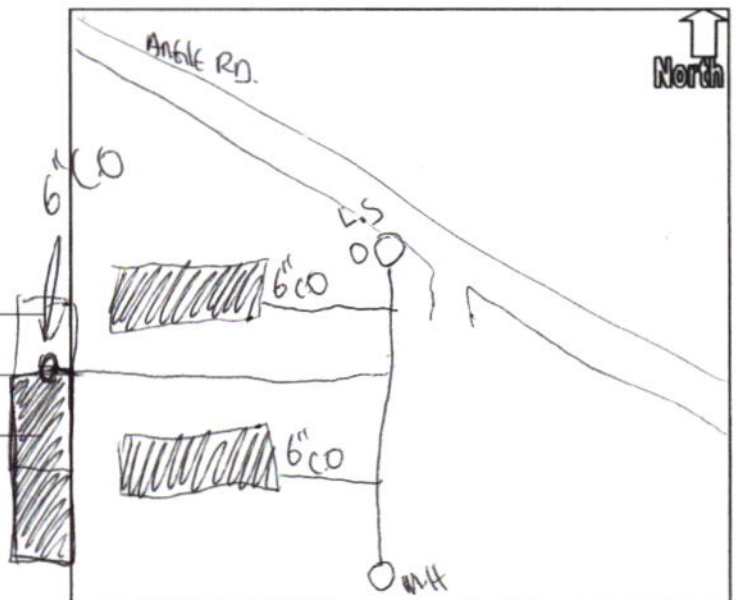
SEPTIC TANK PUMPED & FILLED YES NO

CONTRACTOR SITE & PIPE

SPECIAL CONDITIONS

EXISTING HOME

NEW CONSTRUCTION /



Ashbury Pointe, L.P.

8152 Castilla Dr.
Indianapolis, IN 46236

Old National Bank
Evansville, Indiana
www.oldnational.com

71-1/863

1017

5/11/2004

PAY
TO THE
ORDER OF

Fall Creek Regional Waste District

\$ **54,475.00

Fifty-Four Thousand Four Hundred Seventy-Five and 00/100***** DOLLARS

Fall Creek Regional Waste District



AUTHORIZED SIGNATURE

MEMO

Sewer Tap and Capacity Fee

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Ashbury Pointe, L.P.

Fall Creek Regional Waste District

5/11/2004

1017

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
05/02/2004	Bill		54,475.00	54,475.00		54,475.00
				Check Amount		54,475.00

25 edu's 54,000.
+ 475 475.

Checking - ONB

Sewer Tap and Capacity Fee

54,475.00