

FALL CREEK REGIONAL WASTE DISTRICT

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 15th day of June, 2001, between FALL CREEK REGIONAL WASTE DISTRICT ("District") and Jennifer Nicholson ("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 2586 W 600 S, Anderson

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)

COUNTY OF MADISON)

SS:

AARON SCHMIEDEL Notary Public

My Commission Expires June 25, 2008

County of Residence: Marion

SUBSCRIBED and sworn to before me this 18 day of June, 2001.

My Commission Expires:

June 25 '08

Signature

Printed

Notary Public

Resident of Madison County

INSPECTOR Ben DATE INSPECTED 7-17-01 APPROVED ✓ REJECTED _____

REASON FOR REJECTION _____

DATE REINSPECTED _____

APPROVED _____

REJECTED _____

NOTES:

SIZE PIPE 6 TYPE PIPE 26

BASEMENT YES NO X

SUMP PUMP YES NO X

DOWNSPOUT TO GROUND YES X NO ?

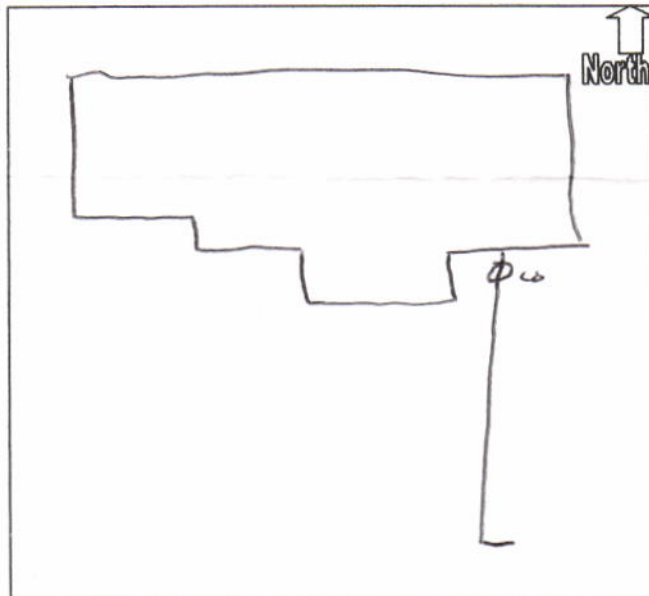
SEPTIC TANK PUMPED & FILLED YES NO

CONTRACTOR GERRY / McCurdy

SPECIAL CONDITIONS _____

EXISTING HOME X

NEW CONSTRUCTION _____



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

THIS AGREEMENT, made and entered into this 15th day of June, 2001, is between FALL CREEK REGIONAL WASTE DISTRICT ("District") and Jennifer Nicholson ("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 2586 W 600 S, Anderson ("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 24 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 \$ 1444.90 in 24 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. \$72.25

24 4. The Applicant shall pay a total of \$ 63.22 per month for 24 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: Teresa K. Hutton
Its: Office Manager

STATE OF INDIANA)
) SS:
COUNTY OF Madison)

Before me, a Notary Public in and for said County and State, personally appeared Teresa K. Hutton, by me known and by me known to be the Office Manager 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 15th day of June, 2001.

Deborah L. Wilson
Notary Public
Deborah L. Wilson
(Printed Signature)

My Commission Expires: 2-20-2008

My County of Residence: Madison

APPLICANT:

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____, 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 ____ day of _____, 2001.

Notary Public

(Printed Signature)

My Commission Expires:

My County of Residence:

This Instrument prepared by J. Christopher Janak, Attorney at Law, Bose McKinney & Evans LLP, 135 North Pennsylvania Street, Suite 2700, Indianapolis, Indiana 46204.
334278



FALL CREEK REGIONAL WASTE DISTRICT

P.O. Box 59 • 9378 S. 650 West • Pendleton, Indiana 46064-0059 • (765) 778-7544

June 15, 2001

Ms. Jennifer Nicholson
2586 W 600 S
Anderson, IN 46013

RE: Permit & Capacity Fee
Agreement

Dear Jennifer:

Enclosed are the "Agreement For Payment Of Capacity Fees In Monthly Installments (Capacity Fee Agreement)" and the "Agreement For Sanitary Sewer Service (Permit)."

Sign the second page of the Capacity Fee Agreement under "Applicant" and have your signature notarized. Then make a copy for yourself and return the original to us.

Sign the Permit under "Applicant" and have your signature notarized. Keep the yellow copy for yourself and return the original to us.

Sincerely,

Debbie Wilson
Assistant Office Manager

Dlw

Encl. 2

JENNIFER NICHOLSON
2586 W 600 S
ANDERSON, IN 46013

Date 4/18/01

Pay to the order of FCRWD \$ 400.00
four hundred 00/100 Dollars

UNION PLANTERS BANK
PLAZA OFFICE
CARMEL, IN 46032

For

Jennifer Nicholson

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