



# FALL CREEK REGIONAL WASTE DISTRICT

9378 S. 650 West PO Box 59  
Pendleton, IN 46064-0059 778-7544

22-10810.00  
22-10815.00

## APPLICATION FOR SEWER PERMIT

Nº 2900

Date 11-1-00

Permit Void 90 days from Date of Issuance

Owner Name Jess Monday

Property Address 4129 S 100 W & 4137 S 100 W

Lot # \_\_\_\_\_ P.O. Box \_\_\_\_\_

Town Anderson, IN Zip Code 46013

Phone \_\_\_\_\_ City Water \_\_\_\_\_ Well X

\$ 1,000.00 11-21-00 Tap on Fee Paid

\$ \_\_\_\_\_ ~~Inspection fee paid~~

*grinder unit paid for and  
picked up by John Long*

Application is hereby made for connection to the Fall Creek Regional Waste District Sewer System for the above listed property - Permit Type: Residential ☒, Commercial \_\_\_\_\_, Industrial \_\_\_\_\_, or Governmental/Institutional \_\_\_\_\_. User Information \_\_\_\_\_.

All workmanship and materials shall conform to the standards of the District Ordinance as described in Ordinance 84-2 and 84-3 as amended. Acceptance and approval must be made by the District inspector or his duly authorized representative before backfilling and final connection is made to the main sewer lines. Any violation of applicable regulations will cause all lines and appurtenances in violation to be removed and replaced at the owners expense.

The Fall Creek Regional Waste District is responsible for the inspection, approval of materials, and installation techniques only. All costs for materials and installation and any liabilities resulting from same is the sole responsibility of the property owner.

I have read and fully understand the above provisions and agree to comply by said provisions.

APPLICANT(S) SIGNATURE

INSPECTOR Don

Date inspected 11-6-00 Approved ☒ Rejected \_\_\_\_\_

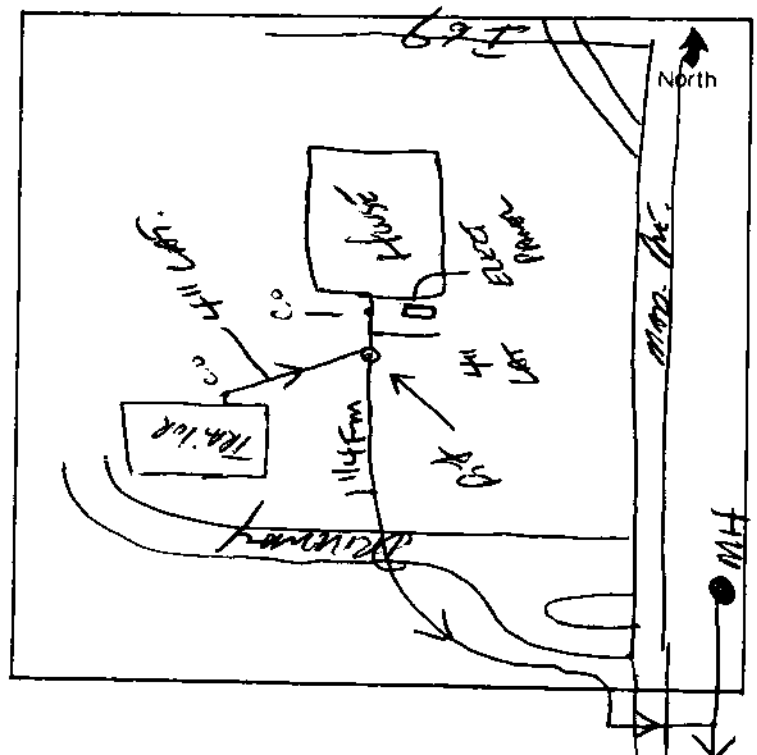
Reason for rejection \_\_\_\_\_

Date reinspected \_\_\_\_\_ Approved \_\_\_\_\_ Rejected \_\_\_\_\_

Notes:  
Size Pipe 4" L.A.S. 1 1/4" FM  
Type Pipe DVC 35 / 160 PSI  
Basement Yes \_\_\_\_\_ No ☒  
Sump Pump Yes \_\_\_\_\_ No ☒  
Downspout to Ground Yes ☒ No \_\_\_\_\_  
Septic Tank Pumped & Filled Yes ☒ No \_\_\_\_\_  
Contractor Long / Kotten  
Special Conditions \_\_\_\_\_

Existing Home ☒

New Construction \_\_\_\_\_



LONG & KOFFER, INC.  
1795 W. HUNTSVILLE RD.  
PENDLETON, INDIANA 46064  
765/778-5219

NATIONAL CITY BANK  
INDIANAPOLIS, INDIANA 46255  
20-6/740

PAY TO THE  
ORDER OF

FCRWD

\$ 2049.<sup>60</sup>/<sub>100</sub>

Two thousand forty nine and <sup>60</sup>/<sub>100</sub>

DOLLARS

MEMO:

*John L. Long*

⑈001218⑈ ⑆074000065⑆

SECURITY FEATURES: MICRO PRINT TOP & BOTTOM BORDERS - COLORED PATTERN - ARTIFICIAL WATERMARK ON REVERSE SIDE - MISSING FEATURE INDICATES A COPY

### **SETTLEMENT AGREEMENT**

This Settlement Agreement ("Agreement"), by and between Jess Monday ("Monday") and Fall Creek Regional Waste District ("FCRWD"), entered into as of the \_\_\_\_ day of November, 2000, provides:

#### **Recitals**

1. Fall Creek Regional Waste District is a sanitary sewer district established by legislative act in 1974 by and with the State of Indiana and Madison County.
2. Monday owns property at 4129 S. 100 W. and 4137 S. 100 W., Pendleton, Madison County, Indiana.
3. I.C. 13-26-5-2(6) requires all residences or businesses located within 300 feet of an existing sanitary sewer line to connect to that sewer line.
4. Monday's property is within 300 feet of a sanitary sewer line.
5. FCRWD initiated a civil action against Monday in the Madison County Superior Court, captioned *Fall Creek Regional Waste District v. Jess Monday*, Cause No. 48D02-9904-CP-0185 (the "Lawsuit"), and sued to force Monday to connect to FCRWD's sanitary sewer system.
6. Counsel for Monday and FCRWD have engaged in settlement discussions for the purpose of reaching an expedited resolution of all claims and issues between Monday and FCRWD, and primarily so that both parties can avoid incurring any additional attorneys' fees and costs associated with the litigation of the Lawsuit. Monday and FCRWD have agreed to compromise their claims in accordance with the terms of this Agreement, with no admission of liability by either of them.

NOW THEREFORE, for good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the parties agree as follows:

1. **Settlement Terms / Payment.** In exchange for the releases set forth in this Agreement, and in exchange for the dismissal of all claims in the Lawsuit, with prejudice, Monday and FCRWD agree to compromise and settle all of their claims as follows: Monday shall pay the sum of One Thousand (\$1,000.00) Dollars to FCRWD in a lump sum payment. Monday's check shall be made payable to "Fall Creek Regional Waste District", and shall be delivered to Fall Creek Regional Waste District upon the execution of this Agreement. Within ninety (90) days of the execution of this Agreement, Monday will connect to FCRWD's waste system.

2. **Dismissal of Lawsuit.** Providing both parties execute this Agreement, as soon as Monday tenders the \$1,000.00 check to FCRWD and Monday has connected to the waste system, Monday and FCRWD will enter into and file a Joint Stipulation of Dismissal (of the Lawsuit), with prejudice, and authorize their attorneys to sign and file such Joint Stipulation of Dismissal.

3. **Mutual Releases.** Other than the disputes which are the subject of the Lawsuit, and the promises and conditions stated in this Agreement, Monday and FCRWD represent that they know of no claims, rights, demands, or causes of action they may have against each other, other than those being settled by this Agreement. Monday and FCRWD hereby warrant and represent that they are the sole and lawful owner of all rights and interest in and to all matters released pursuant to this Mutual

Releases paragraph, and that they have not assigned or transferred, or purported to assign or transfer, any of such released matters, in whole or in part, to any other person or entity.

(A) Provided Monday complies with the terms of this Agreement, FCRWD releases and forever discharges Monday from any and all legal, equitable or other claims, demands, damages, injuries, liabilities, setoffs, defenses, contracts, accounts, suits, debts, agreements, actions, causes of action, sums of money, reckonings, bonds, bills, specialties, covenants, promises, variances, trespasses, executions, judgments, findings, controversies and disputes, and any past, present or future duties, responsibilities, or obligations, of any nature whatsoever, whether liquidated or unliquidated, known or unknown, disclosed or undisclosed, on account of or arising out of the Lawsuit, including any claims for attorneys' fees, the intention hereof being to release Monday, completely, absolutely and finally, from all claims and liabilities relating thereto from the beginning of the world to the date of execution hereof.

(B) Provided FCRWD complies with the terms of this Agreement, Monday releases and forever discharges FCRWD from any and all legal, equitable or other claims, demands, damages, injuries, liabilities, setoffs, defenses, contracts, accounts, suits, debts, agreements, actions, causes of action, sums of money, reckonings, bonds, bills, specialties, covenants, promises, variances, trespasses, executions, judgments, findings, controversies and disputes, and any past, present or future duties, responsibilities, or obligations, of any nature whatsoever, whether liquidated or unliquidated, known or unknown, disclosed or undisclosed, on account of or arising out

of the Lawsuit, including any claims for attorneys' fees, the intention hereof being to release FCRWD, completely, absolutely and finally, from all claims and liabilities relating thereto from the beginning of the world to the date of execution hereof.

4. **Attorneys' Fees and Costs.** Each party shall pay its own attorneys' fees and costs associated with the litigation of the Lawsuit, the negotiation and execution of this Agreement, and the action required to prepare and file the Joint Stipulation of Dismissal. Thereafter, in the event that either party defaults in his or its performance or observance of any of the terms, conditions or obligations contained in this Agreement, or in the event that either party has to employ attorneys to enforce any part of this Agreement, the prevailing party in any such action shall be entitled to recover from the other party all reasonable attorneys' fees and costs incurred in connection therewith, including litigation, post-judgment proceedings, and appeals.

5. **Entire Agreement.** This instrument is an integrated agreement and it 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 the parties, 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.

6. **Severability.** If any term or provision of this Agreement shall be deemed to be prohibited, invalid, or unenforceable in any jurisdiction, such a provision shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability

without invalidating the remaining provisions hereof, or effecting the validity or enforceability of such provisions in any jurisdiction, and all such remaining terms and provisions shall remain in full force and effect.

7. **General.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and the parties may execute this Agreement by signing any such counterpart. This Agreement may be executed by facsimile and any signature by facsimile shall be deemed to be an original signature. The sections and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

8. **Acknowledgment.** This Agreement is the result of negotiations between the parties and neither party shall be deemed to be the drafter of this Agreement. Each party expressly agrees and acknowledges that by signing this Agreement, the party represents and warrants that: (a) the person signing is authorized to execute this Agreement; (b) the information furnished in this Agreement is true and accurate; (c) the party has read this entire Agreement and understands the terms and conditions, as well as the consequences of entering into this Agreement; (d) the party has knowingly and voluntarily entered into this Agreement; (e) the party has been represented by an attorney in connection with entering into this Agreement, or has been given the opportunity to seek the advice of legal counsel before signing this Agreement and has been advised to employ its own attorneys in connection with reviewing and entering into this Agreement; and (f) this Agreement shall inure to the benefit of and be binding

Nov 08 00 04:32p

MondayRodehefferJones&amp;Alb 3172511941

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upon the parties, their related entities and affiliates, officers, directors, members,  
agents, employees, heirs, successors and assigns.

JESS MONDAY

FALL CREEK REGIONAL WASTE DISTRICT

Jesse Monday  
(Signature)

Dated: 11-8-2000

By: Morris Smiley  
(Signature)

Its: President  
(Title)

Dated: 11-9-00

307345