

FALL CREEK REGIONAL WASTE DISTRICT

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

765-778-7544

AGREEMENT FOR SANITARY SEWER SERVICE

26-69390-00

No 6027

This Agreement made and entered into this 13th day of June, 2006, between FALL CREEK REGIONAL WASTE DISTRICT ("District") and Zachary Properties, Inc. ("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 Jefferson Place, lot 63 6289 W Congress

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 Nelva Wilson

APPLICANT
Signature Ben

STATE OF INDIANA)
) SS:
COUNTY OF MADISON)

SUBSCRIBED and sworn to before me this 13th day of June, 2006.

My Commission Expires:
2-20-2008

Signature Deborah L. Wilson
Printed Deborah L. Wilson

Notary Public
Resident of Madison County

INSPECTOR SN DATE INSPECTED 7-10-06 APPROVED ✓ REJECTED _____

REASON FOR REJECTION _____

DATE REINSPECTED _____ APPROVED _____ REJECTED _____

NOTES:
SIZE PIPE 6" TYPE PIPE 35

BASEMENT YES NO _____

SUMP PUMP YES NO _____

DOWNSPOUT TO GROUND YES NO _____

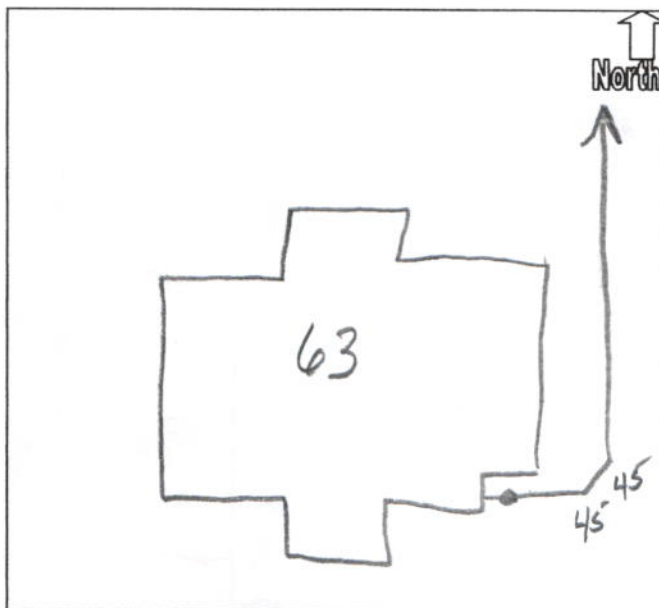
SEPTIC TANK PUMPED & FILLED YES NO _____

CONTRACTOR Townsen Ex

SPECIAL CONDITIONS _____

EXISTING HOME _____

NEW CONSTRUCTION ✓



BILLING DEPARTMENT HOURS

Monday – Friday 8:00 a.m. – 4:00 p.m.

PAYMENT OF SEWER BILLS

F.C.R.W.D. Administrative Office

Madison Community Bank

U.S. Postal Service

PENALTIES FOR LATE PAYMENT

If not paid by the due date, a 10% penalty will be added. Interest will accrue after 30 days at 1½% per month.

DISCONNECTION OF SERVICE FOR NON-PAYMENT

Occasionally, customers become delinquent in making payments. When this happens, we will offer the customer a Pay Agreement to allow the delinquent payments to be made over time. It is very important for customers who have a delinquent account to communicate with us and let us know when we can expect payment. On

the rare occasions where a customer fails to pay and does not maintain a Pay Agreement:

F.C.R.W.D. can record a lien against the customers real property, foreclose on the recorded lien, and sell the property to satisfy the debt.

Additionally, we can discontinue sewer service from the customer's property by digging up the service line and plugging off the line.

Upon disconnection of the service, the Madison County Health Department will be notified of our actions and may condemn the property.

All costs incurred by F.C.R.W.D. in pursuing remedies will be charged to the occupant and/or homeowner of the property.

RECONNECTION CHARGES

Reconnection charges, after service is terminated, will be \$100.00 plus all other costs incurred to collect delinquent balance. This fee must be paid prior to reconnection.

RETURNED CHECK CHARGES

When a check is returned unpaid by the bank for any reason, the customer shall be assessed a bad check charge of \$20.00.

AFTER-HOUR EMERGENCIES

Problems which are discovered during normal business hours may be reported directly to our Administrative Office at (765)778-7544. After hours, a maintenance employee can be reached by voice pager at (765)641-9348. Just dial the number and at the sound of the beep, state your name and telephone number where you can be reached. Our maintenance employee will return your call at the first opportunity.

ZACHARY PROPERTIES LIMITED
JEFFERSON PLACE PROJECT
P.O. BOX 1644
MUNCIE, IN 47308

71-65/749
9000001128

1004

DATE 6-13-06

© DELUXE WALLET OR DUPLICATE

PAY TO

THE ORDER OF

F. C. R. W. D.

\$ 5270⁰⁰

Fifty Two Hundred & Seventy

- 7/10 DOLLARS



Security Features
Included.
Details on Back.



First Merchants Bank
First Merchants Bank, National Association
Muncie, Indiana

MEMO

⑆074900657⑆9000001128⑆

1004

By [Signature]

MP

SPECIALTY BLUE

104 61 + 63