

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

THIS AGREEMENT, made and entered into this 8th day of August, 2006, is between FALL CREEK REGIONAL WASTE DISTRICT ("District") and William Dauenhauer ("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 7170 S 25 E, Pendleton ("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 36 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 \$ 2160.00 in 36 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. \$108.00
4. The Applicant shall pay a total of \$ 63.00 per month for 36 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: Deborah L. Wilson
Its: Assistant Office Mgr.

STATE OF INDIANA)
COUNTY OF Madison) SS:

Before me, a Notary Public in and for said County and State, personally appeared Deborah L. Wilson, by me known and by me known to be the Assistant Off. Mgr. 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.

2006 WITNESS my hand and Notarial Seal this 8th day of August.

Notary Public

(Printed Signature)

My Commission Expires:

My County of Residence: Madison

APPLICANT:

STATE OF INDIANA)
COUNTY OF Madison) SS:

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.

2006 WITNESS my hand and Notarial Seal this ____ day of _____.

Notary Public

(Printed Signature)

My Commission Expires:

My County of Residence: Madison

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

grinder unit
tap fee

\$1378
415

\$1853

WILLIAM DAUENHAUER 5-95
JOSEPHINE DAUENHAUER
7170 S 25 E, PH (65) 778-2227
PENDLETON, IN 46064-0153

1860
71-167749
BRANCH 104

Aug 8 - 06 Date

Pay to

the order of

Ref. West District \$1853.⁰⁰

One Thousand Eighty Three & ⁰⁰/₁₀₀ Dollars

 **STAR**
Financial Bank

For Payment Cash Only For William Dauenhauer

⑆074901672⑆