

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 7th day of May, 2003, between FALL CREEK REGIONAL WASTE DISTRICT ("District") and Larry Sullivan ("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 8773 S 650 W.

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

APPLICANT

Signature

Signature

STATE OF INDIANA)
) SS:
COUNTY OF MADISON)

SUBSCRIBED and sworn to before me this _____ day of _____, 200__.

My Commission Expires:

Signature

Printed

Notary Public
Resident of Madison County

INSPECTOR SN DATE INSPECTED 4/30/03 APPROVED ✓ REJECTED _____

REASON FOR REJECTION _____

DATE REINSPECTED _____ APPROVED _____ REJECTED _____

NOTES:
SIZE PIPE 1 1/2" 160 TYPE PIPE 4" 160-SDR35

BASEMENT YES NO

SUMP PUMP YES NO

DOWNSPOUT TO GROUND YES NO

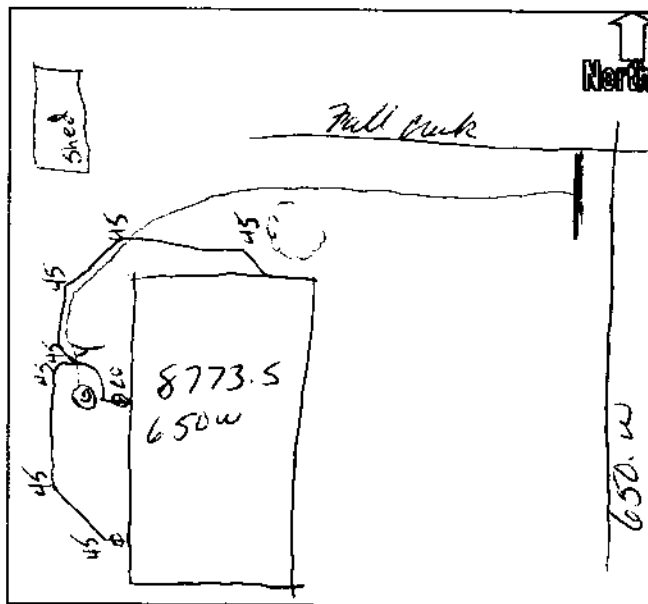
SEPTIC TANK PUMPED & FILLED YES NO

CONTRACTOR Fredricks

SPECIAL CONDITIONS _____

EXISTING HOME ✓

NEW CONSTRUCTION _____



2160

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

THIS AGREEMENT, made and entered into this 28th day of April, 2003, is between FALL CREEK REGIONAL WASTE DISTRICT ("District") and James Jarvis ("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 8773 S 650 W ("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.

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: Thomas A. Carr
Its: Utility Supervisor

STATE OF INDIANA)
COUNTY OF Madison) SS:

Before me, a Notary Public in and for said County and State, personally appeared Thomas A. Carr, by me known and by me known to be the Utility Supervisor 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 28th day of April,
2003

Jan E. Carey
Notary Public

Jan E. Carey
(Printed Signature)

My Commission Expires: 4-29-09

My County of Residence: Madison

APPLICANT:

Joan L. Janak
8773 S. CR 650W.

STATE OF INDIANA)
COUNTY OF Madison) SS:

Before me, a Notary Public in and for said County and State, personally appeared Joan L. Janak, 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 28th day of April,
2003

Jan E. Carey
Notary Public

Jan E. Carey
(Printed Signature)

My Commission Expires: 4-29-09

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

Three Thousand Six Hundred Sixty Nine and 56/100 Dollars
Seller: ERNIE A. GULLION, JR. and MAY LAVON GULLION
Buyer: JASON A. JARVIS and SHANNON L. CLENDENEN
8773 SOUTH 650 WEST, PENDLETON, INDIANA 46064,
1303 CAPASITY AND TAP FEE \$3669.56

ROWLAND TITLE COMPANY OF MAD CO LLC
CUSTODIAL ESCROW ACCOUNT
1003 JACKSON STREET
ANDERSON, INDIANA 46016
(765) 644-0611

STAR FINANCIAL BANK
71-167-749

48679

Three Thousand Six Hundred Sixty Nine and 56/100 Dollars

DATE
May 08, 2003

AMOUNT
\$3,669.56

PAY
TO THE
ORDER
OF

FALL CREEK REGIONAL
9378 S 650 West
Pendleton IN 46064

File 030700R - 48679

[Handwritten Signature: Sunshine R. Gullion]
[Handwritten Signature: Jason R. Jarvis]
[Redacted Signature]

⑈048679⑈ ⑆074901672⑆

Invoice No.

FALL CREEK REGIONAL WASTE DISTRICT

INVOICE

Customer

Name ERNIE GULLION
Address 8773 S 650 W
City PENDLETON State IN ZIP 46064
Phone

Misc

Date 5/8/2003
Order No.
Rep
FOB

Qty	Description	Unit Price	TOTAL
1	TAP FEE	\$ 475.00	\$ 475.00
1	GRINDER UNIT	\$ 1,034.56	\$ 1,034.56
SubTotal			\$ 1,509.56
Shipping			
Tax Rate(s)			
TOTAL			\$ 1,509.56

Payment

Select One...

Comments

Name

CC #

Expires

Office Use Only

Insert Fine Print Here

Insert Farewell Statement Here

Invoice No.

FALL CREEK REGIONAL WASTE DISTRICT

INVOICE

Customer

Name ERNIE GULLION
Address 8773 S 650 W
City PENDLETON State IN ZIP 46064
Phone

Misc

Date 5/8/2003
Order No.
Rep
FOB

Qty	Description	Unit Price	TOTAL
1	CAPACITY FEE	\$2,160.00	\$ 2,160.00
		SubTotal	\$ 2,160.00
		Shipping	
		Tax Rate(s)	
		TOTAL	\$ 2,160.00

Payment

Select One...

Comments

Name

CC #

Expires

Office Use Only

Insert Fine Print Here

Insert Farewell Statement Here

641-7833

Senior GULLION

522 Red Bud Blvd - SOUTH

Anderson

46013

\$
~~2870.67~~

\$
TAP FEE 475
CAP FEE

5/03

\$
2,870⁶⁷

1
3669⁵⁶
/



FALL CREEK REGIONAL WASTE DISTRICT

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

August 23, 2004

Mr. Ernie Gullion
8773 S 650 W
Pendleton, IN 46064

Dear Mr. Gullion:

Recently the Fall Creek Regional Waste District (FCRWD) was pleased to announce that a Community Focus Fund Grant has been awarded to the Town of Ingalls with FCRWD as a sub recipient by the Indiana Department of Commerce to fund construction of a wastewater collection system for the areas of Green Township known as County Roads 650 West, 750 West, 760 West, 900 South, 920 South, 800 West, 800 South, 875 South, Fall Creek Drive (between CR 650 W and CR 750 W), and Carefree Community Homes.

As Fall Creek Regional Waste District promised and as a result of the grant, residents in these areas will not be charged any connection fees and will be provided a residential wastewater grinder unit at no cost when they connect their homes to the sanitary system.

Enclosed please find a check in the amount of \$3,669.56 as reimbursement of your connection fees and the cost of your wastewater grinder unit.

Thank you for your support of our successful grant efforts.

Sincerely,

Teresa K. Hutton
Office Manager

DATE

REFERENCE INVOICE NO.

APV NUMBER

INVOICE AMOUNT

BALANCE

8/23/04

refund of connection fees & grinder
per Grant Agreement

\$3,669.56

Tap Fee	\$475.00
Capacity Fee	\$2160.00
Grinder	\$976.00
Tax	\$58.56

FALL CREEK REGIONAL WASTE DISTRICT

FALL CREEK REGIONAL WASTE DISTRICT
PENDINGFORM APPROVED BY STATE BOARD OF ACCOUNTS FOR FALL CREEK REGIONAL WASTE DISTRICT 1988
FALL CREEK REGIONAL WASTE DISTRICT
PENDLETON, INDIANA 46064

71-558749

019411

PAY TO THE ORDER OF

DATE 8/23/04

CHECK NUMBER 19411

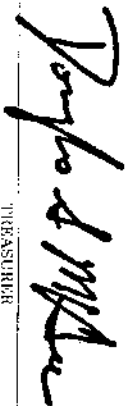
FUND 100

PAY EXACTLY

\$3,669.56

*Three Thousand Six Hundred Sixty Nine Dollars and 56/100**

Ernie Gullion

NATION'S ALUMINUM BANK
PENDLETON, INDIANA

TREASURER

⑈019411⑈ ⑈074905539⑈