

Fall Creek Regional Waste District
9378 S 650 W, P.O. Box 59, Pendleton, IN 46064
765-778-7544

#8128

Agreement for Sanitary Sewer Service

This Agreement made and entered into this 17 day of March, 2022, between Fall Creek Regional Waste District ("District") and Englewood Properties ("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 _____.

Street Address: 8971 W Old Fort RD, Fortville

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
Rebecca Hunter
Signature

APPLICANT

Signature

STATE OF INDIANA)
) SS:
COUNTY OF MADISON)

SUBSCRIBED and sworn to before me this ____ day of _____, 20__

My Commission Expires: _____ Signature _____

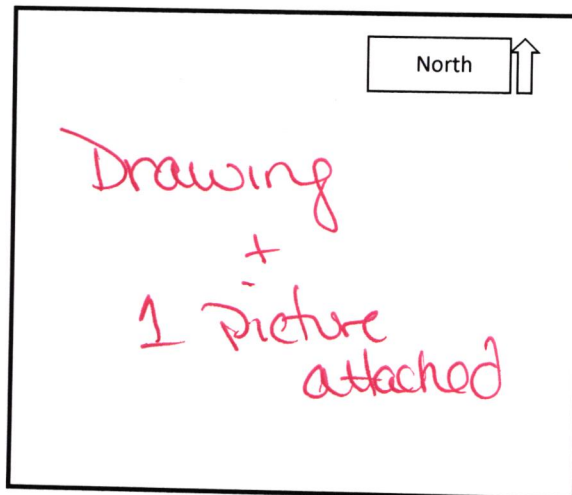
Printed _____
Notary Public
Resident of _____ County

Inspector Sean Date Inspected 8-2-22 Approved X Rejected _____
Reason for Rejection _____

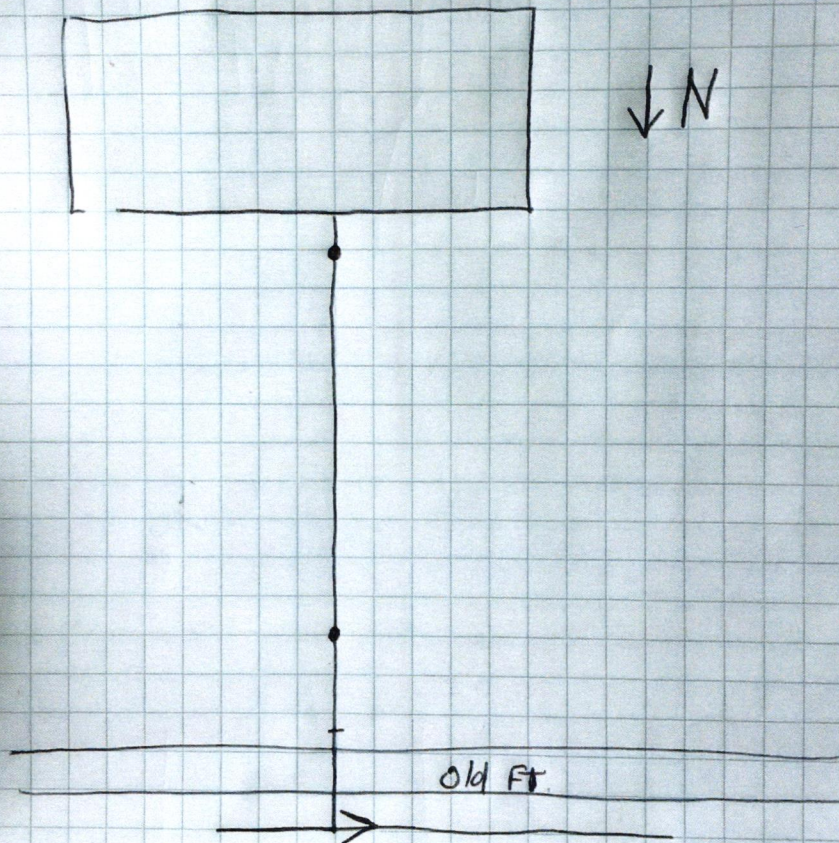
Date Reinspected _____ Approved _____ Rejected _____

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 water works
Special Conditions _____
Existing Home _____
New Construction X



8971 W. Old Fort Rd.
8/2/22
Phil Munson





SANITARY SEWER SERVICE AGREEMENT

Details Pet Dog and Boutique

Madison County, Indiana

This Sanitary Sewer Service Agreement ("Agreement"), made and entered into this 17th day of March, 2022, is between the FALL CREEK REGIONAL WASTE DISTRICT ("District") and ENGLEWOOD PROPERTIES, LLC ("Owner"), and is regarding the provision of sewer service to a new pet grooming and boarding facility at 8971 West Old Fort Road in Madison County, Indiana.

RECITALS:

A. The Owner owns and/or controls an approximately 1.155 acre parcel legally described in Exhibit A attached hereto and incorporated herein ("Property").

B. The Owner or Owner's lessee plans to develop the existing property into a pet grooming and boarding facility that will include approximately ten (10) pet cages, five (5) indoor pet runs, no (0) outdoor pet runs, and will operate with approximately five (5) to six (6) staff per day performing a total of approximately twenty (20) pet groomings per day.

C. The Owner or Owner's lessee desires wastewater collection and treatment service from the District for the Property.

D. The District is able to provide capacity in its sewer system to serve the Property as represented by the Owner and/or Owner's lessee.

E. The Owner or Owner's lessee desires to obtain an assignment of capacity within the District's sewer facilities and assurance of connection to the District's other facilities.

F. The Owner's lessee desires to enter into a payment plan for the capacity fees that are required for the Property.

G. The parties desire to enter into an agreement that establishes the terms and conditions for: (i) the installation of the sewer facilities necessary for service to the Property; (ii) the interconnection of the Property to the District's sewage disposal facilities; and (iii) the District's service to the Property.

NOW, THEREFORE, in consideration of the mutual agreement and covenants set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties agree as follows:

ARTICLE I
RIGHTS AND RESPONSIBILITIES OF THE DISTRICT

Section 1.1. Specifications for Sewage Facilities. Prior to the beginning of construction of any sewage facilities, the District will provide the Owner with: (i) the location, at the District's sole discretion, for the location of the connection of the Property to the District's facilities; and (ii) a copy of the District's construction specifications and/or sizing requirements for the construction of any requisite sewage facilities to be constructed for connection and service to the Property ("Sewage Facilities").

Section 1.2. Approval of Plans for and Construction of Sewage Facilities. Where applicable, the District will be responsible for reviewing and approving or rejecting the plans for the Sewage Facilities as may be necessary to ensure compliance with this Agreement or District rules and regulations.

Section 1.3. Compliance with District's Specifications. The District shall have the authority during all phases of construction and inspection of the Sewage Facilities to notify the Owner and Owner's lessee of any failure of materials or workmanship to meet the District's specifications and halt construction if the District's specifications are not being met. The District, in its sole discretion, may also direct the Owner or Owner's lessee to submit change orders to the contractor to cure any defects in material or workmanship revealed by the District's inspection. The District may not accept waste from or provide service to the Property until the Sewage Facilities are completed and any defects cured in accordance with the District's construction specifications.

Section 1.4. Provision of Service. The District agrees to accept up to Three Hundred Ten (310) gallons per day of wastewater from the Property for each equivalent dwelling unit ("EDU") of capacity purchased by the Owner hereunder, subject to the timely and full payment by the Owner or Owner's lessee of all applicable rates and charges and compliance by the Owner or Owner's lessee with all provisions of this Agreement, and all District rules, regulations, and directives. The District will not serve the Property until after District-approved connection and payment of all applicable fees. The Property's use of the District's service must be in conformance with all applicable laws, ordinances, rules and regulations, directives of the District, and this Agreement. The District shall have the exclusive right to terminate this Agreement and use the purchased capacity allocated herein for other customers if the Owner or Owner's lessee fails to complete construction and connect the Property within five (5) years. The District may further terminate this Agreement and seek all other available legal and/or equitable damages for any material breach of this Agreement not cured within fifteen (15) days of written notice thereof sent to the Owner.

Section 1.5. Rates and Charges. The District will impose all of the District's prevailing rates and charges, including, but not limited to, the following:

- a. Capacity fees;
- b. Tap fees;

- c. Monthly user rates; and
- d. Excessive strength surcharges, where applicable.

Regardless of the name on the utility service account, the property owner is and may be held responsible for all rates and charges, including late fees and penalties, for utility service to the Property, and for any non-compliance with this Agreement.

Section 1.6. Right to Impose Additional Capacity Fees. The District reserves the right to impose additional capacity fees in the event the Owner and/or any future owner/tenant changes its anticipated use, expands the Property, and/or hires additional employees which will result in wastewater flows in an amount in excess of the amount of flows anticipated herein. The amount of the additional capacity fee shall be based on the increased flows anticipated to be generated by the new use, expansion, and/or addition of new employees, and such fees shall be imposed at the rate and charge in effect at that time. The District reserves the right and may require the Owner or any user to install flow meters and/or provide usage data from any and all sources of water supply to the Property.

Section 1.7. Construction and Maintenance of Sewage Facilities. The District will not be responsible for any portion or cost of the construction and installation of the Sewage Facilities, and the parties agree that the District will not collect fees on behalf of the Owner or Owner's lessee or reimburse the Owner or Owner's lessee for any portion of such costs (including but not limited to subsequent connector fees or other fees from users connecting to the Utility Facilities). Following dedication of any Sewage Facilities and acceptance of such dedication by the District, in its sole discretion, the District will maintain and operate the accepted Sewage Facilities subject to the other terms herein. The Owner (or subsequent property owner, where applicable) will own, maintain, and operate the Sewage Facilities not dedicated to the District (including but not limited to service laterals), subject to the District's rights set forth herein and under applicable laws, ordinances, rules, and regulations

Section 1.8. Right to Enter the Property. The District shall have the right to enter onto the Property at all reasonable times to inspect, repair, and/or replace any equipment used in connection with, or which has an impact on, the District's sewer service. However, the District does not, in any way, have or assume any obligation to maintain any facilities not accepted by or not owned by the District.

Section 1.9. District's Liability. Absent gross negligence, the District will not be liable for any damage resulting from the use of the District's sewer service in and around the Property, including, without limitation, damage caused by events of force majeure. For purposes of this Agreement, an event of force majeure means a strike, vandalism, power failure, pipe failure or breakage, lockout, labor dispute, embargo, flood, earthquake, storm, dust storm, lightning, fire, epidemic, act of God or nature, war, national emergency, civil disturbance, riot, act of sabotage or terrorism, restraint by court order or order of another governmental authority, or any other uncontrollable events. The District

shall further not be responsible for any indirect, special, incidental, or consequential damages.

Section 1.10. Recovery of Attorneys' Fees. The District is entitled to recover its costs including, but not limited to, reasonable attorneys' fees and court costs in any action brought to enforce the terms of this Agreement.

ARTICLE II

RIGHTS AND RESPONSIBILITIES OF THE OWNER

Section 2.1. Cost of Installation and Facilities. The Owner or Owner's lessee shall be responsible for paying the cost of and installing any and all facilities that are necessary for the provision of sewer service to the Property, including the Sewage Facilities. If directed to do so by the District in the future, the Owner or Owner's lessee shall install grease traps that are in accordance with the District's specification. Upon request of the District, the Owner or Owner's lessee shall provide the District with all water usage and water billing data for the Property. The District shall also have the authority to require the Owner or Owner's lessee to install flow meters to ensure accurate usage readings. No floor drains shall be connected, either directly or indirectly, into the District's sewer system, and the Owner or Owner's lessee shall ensure that the Property does not discharge (and is prohibited from discharging) equipment or operation wash-down, or other industrial materials or byproducts, and/or any non-residential strength sewage into the District's system. The Owner and/or any future owner/tenant shall further take any other measures as may be directed by the District in the future, including but not limited to installing additional grease traps, to ensure accurate testing or to prevent excessive strength effluent (i.e., non-residential type sewage) from entering into the District's wastewater collection system.

Section 2.2. Payment of Rates and Charges. The Owner or Owner's lessee shall be responsible for the timely payment of the District's rates and charges. The Owner or Owner's lessee shall pay to the District the prevailing tap and capacity fees for the Property, which are currently Seven Hundred Sixty Dollars (\$760) (per tap) and Three Thousand Four Hundred Dollars (\$3,400) (per EDU), respectively. For purposes of this Agreement, the District understands, based upon the representations of the Owner's lessee, that the anticipated EDUs for the Property will be two (2). The Owner or Owner's lessee therefore owes capacity fees in the amount of Six Thousand Eight Hundred Dollars (\$6,800).

The Owner or Owner's lessee will pay its capacity fees over sixty (60) monthly installments in the amount of One Hundred Fourteen Dollars (\$114) per month. The first installment, along with the five percent (5%) installment administration fee in the amount of Three Hundred Forty Dollars (\$340), and the tap fee, shall be due upon execution of this Agreement, with the remaining installments automatically billed by the District as a part of its regular monthly billing cycle. Late or delinquent installment payments will incur the District's standard late fees and penalties. In the event the Owner or Owner's lessee fails to make timely installment payments, the District may terminate this Agreement and

recover any outstanding installments from the Owner or Owner's lessee in addition to applicable fees and penalties. Installment payments may be applied in the District's discretion, first to any penalties and fees, and second toward the allocation of capacity to the Property.

The Owner shall notify the District prior to any new tenant occupying any portion of the Property and shall pay additional tap and capacity fees as determined by the District, for each tenant or occupant of the Property. The District may require separate taps and capacity fees for each tenant area, depending on use and connection.

The Owner will pay additional tap and capacity fees at the then-prevailing rate if the Owner and/or any future owner/tenant adds additional taps and/or modifies, expands, or changes its use of the Property so as to discharge more sewage into the District's system, or the District otherwise determines that the Owner or Property is utilizing more capacity than was anticipated for purposes of this Agreement (See also Section 1.6). Nothing contained herein shall prevent the District from prospectively adjusting its rates and charges as allowed under Indiana law.

Section 2.3. Plans and Specifications for Sewage Facilities. Prior to initiating construction of any applicable Sewage Facilities, the Owner or Owner's lessee must provide the District with plans and specifications of the Sewage Facilities for review and approval or rejection. Once the District approves the plans for the proposed Sewage Facilities, the Owner or Owner's lessee shall install the Sewage Facilities in accordance with the District's construction specifications and pay the cost of any modifications or revisions that are required to any existing District facilities. The Owner or Owner's lessee shall pay the District's cost (including engineering costs) the District incurs for reviewing the Owner's or Owner's lessee plans for the Sewage Facilities, inspecting the installation of the Sewage Facilities, and any expenses associated with the requisite testing (as required in Section 2.4 below). The Owner will also be responsible for obtaining all easements, permits, approvals, and consents required for the construction of the Sewage Facilities and/or any future sewage disposal facilities required by the Property.

Section 2.4. Testing and As-Built Drawings. The Owner or the Owner's lessee will test any applicable Sewage Facilities as required by the District's standards and remedy any deficiencies as required by the District. Upon completion of the testing (and remediation of all deficiencies), the Owner will provide the District with two (2) copies of as built drawings at a scale of 1" = 50', and a copy of electronic CAD files and other digital record drawing submittals in the form and format required by the District, showing the location of all Sewage Facilities and taps. The District further reserves the right to test the Sewage Facilities at any time to verify compliance with this Agreement.

Section 2.5. Release and Waiver as to District's Rates and Charges. The Owner hereby releases any right it may have to refuse or remonstrate against future customers and waives any opposition to the District's current rates or charges.

Section 2.6. Use of the District's System. The Owner agrees to obtain sanitary sewer service only from the District; however, the Owner will refrain from discharging or

using the District's system in any way which inhibits the District from providing service or causes damage to the District's facilities. In using the District's system, the Owner agrees to abide by the District's current "Sewer Use Policy" or as the same may be revised. The Owner is prohibited from working on or altering the District's facilities, and the Owner will not permit or allow the unauthorized connection or extension of its service line or any part of the District's system.

Section 2.7. Additional Easements. The Owner (and its grantees, successors, and assigns) agrees to provide additional sewer easements (in, over, and across the Property) without additional compensation, to facilitate the provision of sewer service to future users in and around the Property. The exact location of the easements will be determined at a future date by the mutual cooperation of the parties so as to not interfere with the reasonable use of the Property.

ARTICLE III

MISCELLANEOUS

Section 3.1. Legal Description for Property. The legal description attached hereto as Exhibit A and incorporated herein by reference is a true and accurate legal description of the Property.

Section 3.2. Binding on Successors and Assigns. The parties agree that the District's service touches and concerns the land, and this Agreement shall be binding upon and inure to the benefit of the parties hereto, as well as their grantees, successors, and assigns.

Section 3.3. Entire Agreement. This Agreement sets forth the entire agreement between the parties hereto, and fully supersedes any prior agreements or understandings between the parties pertaining to the subject matter hereof.

Section 3.4. Amendment and Waiver. Neither this Agreement, nor any term hereof may be changed, modified, altered, waived, discharged, or terminated, except by written instrument. Failure to insist upon strict adherence to any term of this Agreement shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

Section 3.5. Counterparts. This Agreement may be executed in counterparts, including facsimile or photocopy counterparts, each of which shall be deemed an original, but all of which taken together shall constitute a single document.

Section 3.6. Recordation. The District may record this Agreement in the chain of title to the Property. The Owner further agrees to execute a memorandum of this Agreement for recording in a form reasonably required by the District if requested by the District in the future.

Section 3.7. Authority of Parties. Each party and signatory hereto has the authority to enter into this Agreement and at all times has full authority to perform this Agreement. No further approval or consent by any other person or authority is required.

Section 3.8. Captions. The captions to this Agreement are for convenience of reference only and shall not be given any effect in the interpretation of this Agreement.

Section 3.9. Notices. All notices, consents and other communications (collectively, "Notices") shall be given to the District or the Owner in writing to the addresses set forth below:

The District: Fall Creek Regional Waste District
 9378 South 650 West
 Pendleton, IN 46064
 Attn: Teresa Hutton

With Copy To: Bose McKinney & Evans LLP
 111 Monument Circle, Suite 2700
 Indianapolis, IN 46204
 Attn: Stephen Unger

Owner: Englewood Properties, LLC
 860 E. 86th Street, Suite 5
 Indianapolis, IN 46240
 Attn: Michael Surak

Either party may change its address for Notices by giving written notice to the other party in accordance with this provision.

Section 3.10. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining terms hereof will not be affected, and in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision will be added as part of this Agreement that is as similar to the illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Section 3.11. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Indiana.

[The remainder of this page intentionally left blank]

FALL CREEK REGIONAL WASTE DISTRICT
BOARD OF TRUSTEES

Mark A. Jablonski
Mark A. Jablonski, President

STATE OF INDIANA)
COUNTY OF Madison) SS:

Before me, a Notary Public in and for said County and State, personally appeared Mark A. Jablonski, by me known to be the President of the Fall Creek Regional Waste District Board of Trustees, who acknowledged the execution of the foregoing "Sanitary Sewer Service Agreement" on behalf of the Fall Creek Regional Waste District Board of Trustees.

WITNESS my hand and Notarial Seal this 17th day of March, 2022.



[Signature]
Notary Public

Stephen Unger
(Printed Signature)

My Commission Expires: Sept 22, 2029

My County of Residence: Hendricks

ENGLEWOOD PROPERTIES, LLC

Signed: [Signature]

Printed: Michael J. Surak

Its: Member

STATE OF Indiana)
COUNTY OF Marion)SS:

Before me, a Notary Public in and for said County and State, personally appeared MICHAEL J. SURAK, by me known to be the member of Englewood Properties, LLC, who acknowledged the execution of the foregoing "Sanitary Sewer Service Agreement".

WITNESS my hand and Notarial Seal this 16th day of March, 2022.



[Signature]
Notary Public

Staci L. Neuhausel
(Printed Signature)

My Commission Expires: Aug 6, 2028

My County of Residence: Hamilton

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Stephen C. Unger

This instrument prepared by Stephen C. Unger, Attorney at Law, Bose McKinney & Evans LLP, 111 Monument Circle, Suite 2700, Indianapolis, IN 46204.

Exhibit A
Legal Description of Property

For APN/Parcel ID(s): **48-16-03-300 096.000 014 and 48-16-03-300-074.000-014**

PARCEL 1:

PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 17 NORTH, RANGE 6 EAST, IN GREEN TOWNSHIP, MADISON COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING NORTH 00 DEGREES, 41 MINUTES AND 34 SECONDS EAST 334.76 FEET AND NORTH 89 DEGREES 37 MINUTES 50 SECONDS EAST 150.00 FEET FROM THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 17 NORTH, RANGE 6 EAST, THENCE NORTH 00 DEGREES, 41 MINUTES AND 34 SECONDS EAST 334.76 FEET; THENCE NORTH 89 DEGREES, 37 MINUTES AND 50 SECONDS EAST 254 FEET; THENCE SOUTH 00 DEGREES 41 MINUTES AND 34 SECONDS WEST 334.76 FEET; THENCE SOUTH 89 DEGREES, 37 MINUTES AND 50 SECONDS WEST 254 FEET TO THE PLACE OF BEGINNING, CONTAINING 1.155 ACRES, MORE OR LESS. (ALSO KNOWN AS PART OF PARCEL NUMBERED 2 AND 3 OF OLD FORT ESTATES, UNRECORDED).

ALSO

AN EASEMENT FOR INGRESS AND EGRESS 50 FEET IN WIDTH OR 25 FEET MEASURED AT RIGHT ANGLES NORTH AND SOUTH THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 17 NORTH, RANGE 6 EAST, SAID POINT BEING NORTH 00 DEGREE 41 MINUTES 34 SECONDS EAST 669.52 FEET FROM THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER, THENCE NORTH 89 DEGREES 37 MINUTES 50 SECONDS EAST (ASSUMED BEARING) 2636.20 FEET TO A POINT ON THE EAST LINE OF SAID SOUTHWEST QUARTER, SAID POINT BEING THE END OF SAID EASEMENT.

PARCEL 2:

PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 17 NORTH, RANGE 6 EAST, IN GREEN TOWNSHIP, MADISON COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 17 NORTH, RANGE 6 EAST, SAID POINT BEING NORTH 00 DEGREES, 41 MINUTES AND 34 SECONDS EAST 334.76 FEET FROM THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER, AND RUNNING THENCE NORTH 00 DEGREES, 41 MINUTES AND 34 SECONDS EAST 334.76 FEET ON AND ALONG SAID WEST LINE; THENCE NORTH 89 DEGREES, 37 MINUTES AND 50 SECONDS EAST 150 FEET; THENCE SOUTH 00 DEGREES. 41

FALL CREEK REGIONAL WASTE DISTRI
9378 S 650 W
PO BOX 59
PENDLETON, IN 46064
765-778-7544

FALL CREEK REGIONAL WASTE DIST

Date: 03/17/2022 12:55:07 PM

CREDIT CARD SALE

MASTERCARD

CARD NUMBER: *****2129 K

TOTAL AMOUNT: \$1,214.00

APPROVAL CD: 017770

RECORD #: 000

CLERK ID: Rachel

CUST CODE: flat

SALES TAX: \$0.00

INVOICE #: tap fee, admin fee, first

Rec # 012159

Thank you for your payment!

Customer Copy

Tracy Underwood

Tap \$760.00

590 Admin \$340.00

1st Payment \$114.00