

FALL CREEK REGIONAL WASTE DISTRICT

No 6289

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 16th day of November, 2007, between FALL CREEK REGIONAL WASTE DISTRICT ("District") and South Madison Cmty School ("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 SR 38 + CR 300 W, Pendleton.

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 _____ DATE INSPECTED _____ APPROVED _____ REJECTED _____

REASON FOR REJECTION _____

DATE REINSPECTED _____ APPROVED _____ REJECTED _____

NOTES:

SIZE PIPE _____ TYPE PIPE _____

BASEMENT YES NO

SUMP PUMP YES NO

DOWNSPOUT TO GROUND YES NO

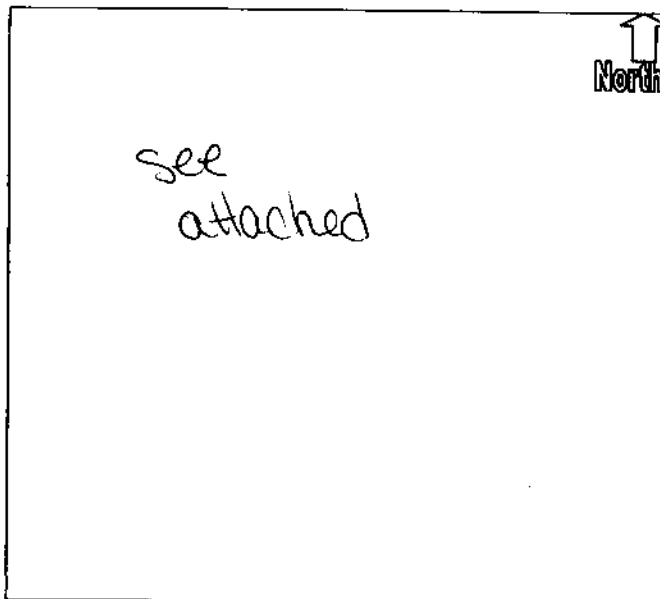
SEPTIC TANK PUMPED & FILLED YES NO

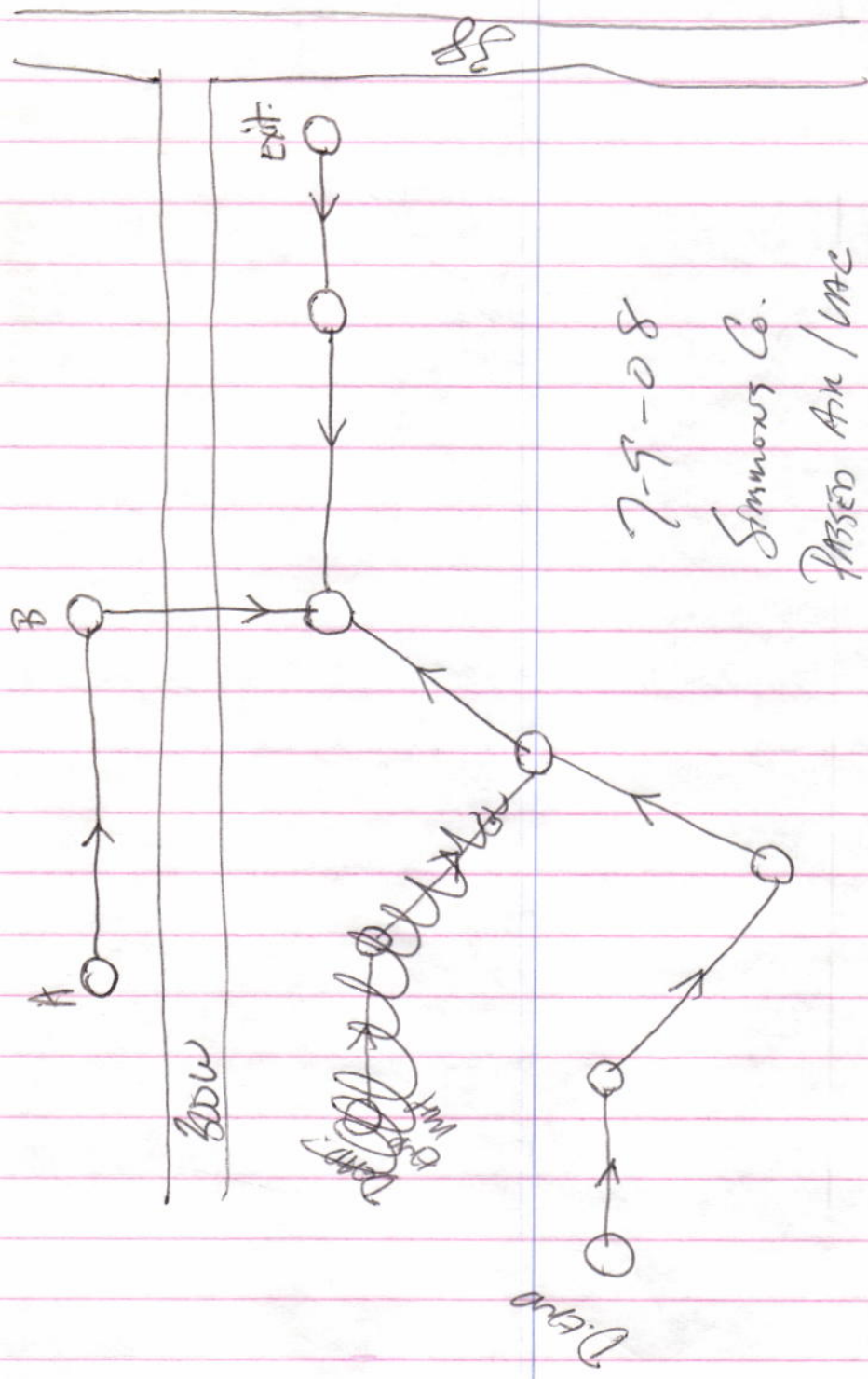
CONTRACTOR _____

SPECIAL CONDITIONS _____

EXISTING HOME _____

NEW CONSTRUCTION _____





7-9-08

Simmons Co.

PASSED AIR / UAC

MANDRELL
TEST

**BOSE
McKINNEY
& EVANS LLP**

ATTORNEYS AT LAW

J. Christopher Janak

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Indianapolis, IN 46204
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Direct Fax (317) 223-0249
E-Mail: JJanak@boselaw.com

November 2, 2007

VIA E-MAIL & REGULAR MAIL

Joe Buck
South Madison Community School Corporation
203 South Heritage Way
Pendleton, IN 46064

Re: Agreement with Fall Creek Regional Waste District

Dear Joe:

Enclosed please find a copy of the executed Sanitary Sewer Service Agreement between Fall Creek Regional Waste District and South Madison School Corporation. As I indicated in a prior voice mail message, the District has also executed an agreement with Precedent Capital, LLC to complete construction of the sewer lines and lift station that will be necessary to serve the new school. Pursuant to the enclosed Agreement, the School must pay the District a tap fee of \$475, a capacity fee of \$157,680, and a subsequent connector fee of \$220,000. These fees must be paid within thirty (30) days of execution of this Agreement.

With this in mind, please deliver a check to the District for the requisite fees. If you have any questions regarding this matter, please do not hesitate to contact me. Thank you again for your cooperation and patience in resolving this matter.

Sincerely,



J. Christopher Janak

JCJ:lab

Enclosure

1019335v1/8229-146

cc: Joe Rowlett (w/encl. – via e-mail)



Western Union Company

ACCOUNT NAME:

02 9378 S 07 50 MAD MIDDLE CONST.

DATE: 09/09/07

0117050

PAY

AMOUNT

Three hundred seventy eight thousand one hundred fifty five and 00/100 \$378,155.00

TO THE FALL CREEK REGIONAL WASTE DISTRICT
ORDER 9378 S 650 W
OF BOX 99
BENDLETON IN 46024-9566

AUTHORIZED SIGNATURE

0117050 074900657