

Agreement for Sanitary Sewer Service

10-24244.00

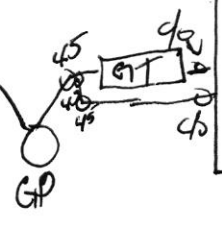
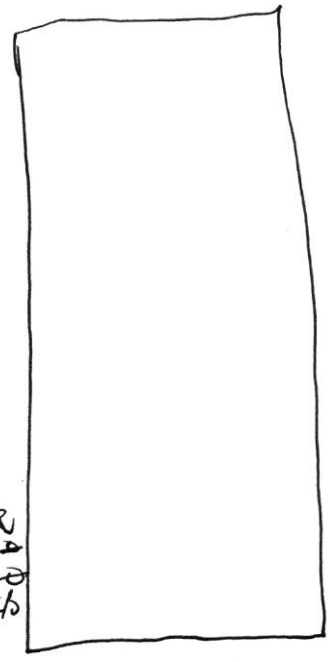
Street Address: 3055 W US 36, Pendleton

North 

Drawing
+
3 pictures
attached

US 36

8/18/25
Penetration CAE w/ssh N↑
Fester EAC



67LS
18

SP61







Check#: 1092

Date: 07/18/2024

Vendor#: 8 FALL CREEK REGIONAL WASTE DISTRICT

Invoice#	Invoice Date	Job/Description	Balance	Retain	Discount	This Check
TAP & CAPACITY FEES	07/18/2024	TAP & CAPACITY FEES	24,560.00			24,560.00

Receipt # 12791

1 tap \$760.00

7 EDUs \$23800.00 (\$3400 x 7)

HOLD TO LIGHT TO VIEW TRUE WATERMARK IN PAPER HEAT SENSITIVE RED LOCK DISAPPEARS WHEN HEATED

1092

Pendleton Express Car Wash

347 S Broadway St
Pendleton, IN 46064

First Merchants Bank

www.firstmerchants.com

71-65/749



DATE

AMOUNT

07/18/2024

\$

*24,560.00

EXACTLY TWENTY-FOUR THOUSAND FIVE HUNDRED SIXTY DOLLARS

PAY

TO THE
ORDER
OF:FALL CREEK REGIONAL WASTE DISTRICT
9378 S 650 WEST
PENDLETON IN 46064
AUTHORIZED SIGNATURE

Security features. Details on back.

SANITARY SEWER SERVICE AGREEMENT

Pendleton Express Car Wash

Madison County, Indiana

This Sanitary Sewer Service Agreement ("Agreement"), made and entered into this 18th day of July, 2024, is between the FALL CREEK REGIONAL WASTE DISTRICT ("District") and PENDLETON EXPRESS CARWASH, LLC ("Developer"), and is regarding the provision of sewer service to a new carwash facility to be located at 3055 West State Road 36 in Pendleton, Madison County, Indiana.

RECITALS:

A. The Developer owns and/or controls an approximately 0.826 acre parcel legally described in Exhibit A attached hereto and incorporated herein ("Property").

B. The Developer plans to construct a new dual-bay automatic carwash facility at the Property, with an anticipated sewage usage of less than 2,170 gallons per day.

C. The Developer 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 Developer.

E. The Developer 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 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 Developer 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 Developer 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 Developer 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 Developer hereunder, subject to the timely and full payment by the Developer of all applicable rates and charges and compliance by the Developer 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 Developer 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 Developer. The District does not guarantee future capacity not purchased at the time of this Agreement.

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.

Section 1.6. Right to Impose Additional Capacity Fees. The District reserves the right to impose additional capacity fees in the event the Developer 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 Developer 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 Developer or reimburse the Developer 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 Developer (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 DEVELOPER

Section 2.1. Cost of Installation and Facilities. The Developer 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. No surface or stormwater drains shall be connected, either directly or indirectly, into the District's sewer system, and the Developer shall ensure that the Property does not discharge (and is prohibited from discharging) grease, oil, fuel, or stormwater into the District's system. The Developer shall install grease traps and/or oil separators that are in accordance with the District's specification. Upon request of the District, the Developer 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 Developer to install flow meters to ensure accurate usage readings. Accurate usage records are also a prerequisite to any capacity fee refund under Article III. The Developer 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 or separators, 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 Developer shall be responsible for the timely payment of the District's rates and charges. The Developer 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 Developer's representations, that the anticipated EDUs for the Property will be seven (7) ("Initial EDUs"). The Developer therefore owes initial capacity fees in the amount of Twenty-Three Thousand Eight Hundred Dollars (\$23,800) ("Initial Capacity Fees"), plus a single tap fee for one (1) anticipated tap. The initial tap and capacity fees, in the total amount of Twenty-Four Thousand Five Hundred Sixty Dollars (\$24,560) shall be paid on or before the Effective Date.

The Developer will pay additional tap and capacity fees at the then-prevailing rate if the Developer 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 Developer 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 Developer 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 Developer 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 Developer shall pay the District's cost (including

engineering costs) the District incurs for reviewing the Developer's 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 Developer 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 Developer 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 Developer will provide the District with two (2) copies of as built drawings at a scale of 1" = 50', and a copy of electronic shape 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 Developer 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 Developer agrees to obtain sanitary sewer service only from the District; however, the Developer 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 Developer agrees to abide by the District's current "Sewer Use Policy" or as the same may be revised. The Developer is prohibited from working on or altering the District's facilities, and the Developer 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 Developer (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

TRUE-UP

Section 3.1. First True-Up. Due to the lack of data regarding usage history for the Developer, the District will evaluate the Property's usage records two (2) years after the Developer's initial construction and connection to the District's system (provided that accurate usage records are available). At the time of this evaluation, the usage records for the immediately preceding twelve (12) month period will be used to determine whether the Developer is utilizing more or less capacity than what was estimated for purposes of this Agreement ("First True-Up").

Section 3.2. Calculation of Interim EDUs. If, at the time of the First True-Up, the District determines that the Developer utilized more capacity than originally estimated, the Developer will owe the District additional capacity fees. If the District determines that the Developer utilized less capacity than originally estimated, the Developer will be due a refund of a portion of its Initial Capacity Fees. The Parties will utilize the following to determine the number of EDUs ("Interim EDUs") and the Interim Capacity Fees as calculated below:

Calculate the average usage based upon the usage records for the immediately preceding twelve (12) month period.

Divide the average daily usage by 310 and round up to the nearest whole number to determine the Interim EDUs.
(Average daily use ÷ 310 = Interim EDUs).

Section 3.3. Additional Fees Under First True-Up. If the number of Interim EDUs, as calculated above, is greater than the Initial EDUs, the Developer will owe additional capacity fees to the District to be calculated as follows:

Subtract the Initial EDUs (i.e., 7) from the Interim EDUs and multiply the difference by the capacity fee charges in effect at the time of the First True-Up, to produce interim additional capacity fees owed the District.

Section 3.4. Refund Under First True-Up. If the number of Interim EDUs, as calculated above, is less than the Initial EDUs, the Developer will be due a refund to be calculated as follows:

Subtract the Interim EDUs from the Initial EDUs (i.e., 7) and multiply the difference by the capacity fee charges in effect at the time of execution of this Agreement (i.e., \$3,400), to produce an interim refund owed the Developer.

Section 3.5. Second True-Up and Calculation of Final EDUs. Three (3) years after the First True-Up, the District will evaluate the Property's usage records (for the previous twelve month period) to determine whether the Developer is utilizing more or less capacity than what was estimated during the First True-Up ("Second True-Up"). If, based upon the Second True-Up, the District determines that the Developer is utilizing more or less capacity than what was estimated during the First True-Up, the Developer will either owe the District additional capacity fees or may be due a refund. The Parties will utilize the following to determine the number of EDUs ("Final EDUs") and the Final Capacity Fees as calculated below:

Calculate the average daily usage based upon the usage records for the immediately preceding twelve (12) month period.

Divide the average daily water usage by 310 and round up to the nearest whole number to determine the Final EDUs. (average daily water use ÷ 310 = Final EDUs).

Section 3.6. Additional Fees Under Second True-Up. If the number of Final EDUs, as calculated above, is greater than the number of Interim EDUs, the Developer will owe additional capacity fees to the District to be calculated as follows:

Subtract the Interim EDUs from the Final EDUs and multiply the difference by the capacity fee charges in effect at the time of the Second True-Up, to produce the final additional capacity fees owed the District.

Section 3.7. Refund Under Second True-Up. If the number of Final EDUs, as calculated above, is less than the number of Interim EDUs, the Developer may be due a refund to be calculated as follows:

Subtract the Final EDUs from the Interim EDUs and multiply the difference by the capacity fee charges in effect at the time of execution of this Agreement, to produce the final refund owed the Developer.

Section 3.8. Limits on Refund of Fees. If complete and accurate usage records are not available for the Property, the District will not issue a refund of any previously paid capacity fees when the number of Final EDUs is less than the wastewater capacity calculated pursuant to regulations published by IDEM (e.g., 327 IAC 3-6-11, as amended) or any other regulatory body or agency. Where complete and accurate usage records are available, however, refunds will be provided, if any. The District further will not refund capacity fees should the District terminate this Agreement or the Developer and/or any tenant discontinues occupation of the Property. Nothing herein shall prohibit the District from later imposing additional capacity fees if the Property later uses more capacity than determined under the true-ups.

Section 3.9. Notice of True-Up Determinations and Payment. The District will provide the Developer with notice of its determinations regarding the true-ups. Any additional capacity fees owed or refund shall be paid within thirty (30) days of such Notice.

ARTICLE IV

MISCELLANEOUS

Section 4.1. 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 4.2. 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 4.3. 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 4.4. 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 4.5. 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 4.6. Recordation. The District may record this Agreement in the chain of title to the Property. The Developer 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 4.7. 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 4.8. 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 4.9. Notices. All notices, consents and other communications (collectively, "Notices") shall be given to the District or the Developer 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
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With Copy To:	Bose McKinney & Evans LLP 111 Monument Circle, Suite 2700 Indianapolis, IN 46204 Attn: Stephen Unger
---------------	---

Developer:	Pendleton Express Carwash, LLC 347 S. Broadway Street Pendleton, IN 46064 Attn: Brandon Buck
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Email: Brandon.Buck@unitedconsv.com

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

Section 4.10. 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 4.11. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Indiana.

[Signature Pages Follow]

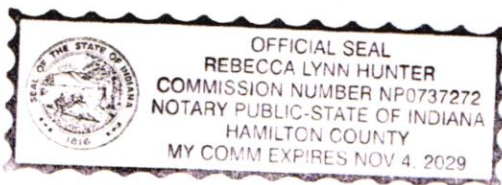
FALL CREEK REGIONAL WASTE DISTRICT
BOARD OF TRUSTEES

Mark A. Jablonski
Mark A. Jablonski, President

STATE OF INDIANA)
)SS:
COUNTY OF Madison)

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 18 day of July, 2024.



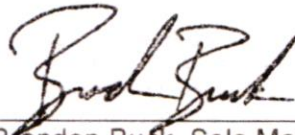
Rebecca Lynn Hunter
Notary Public

Rebecca Lynn Hunter
(Printed Signature)

My Commission Expires: Nov. 4, 2029

My County of Residence: Hamilton

PENDLETON EXPRESS CARWASH, LLC

Signed: 
Brandon Buck, Sole Member

STATE OF Indiana)
)SS:
COUNTY OF Madison)

Before me, a Notary Public in and for said County and State, personally appeared Brandon Buck, Sole Member of Pendleton Express Carwash, LLC, who acknowledged the execution of the foregoing "Sanitary Sewer Service Agreement".

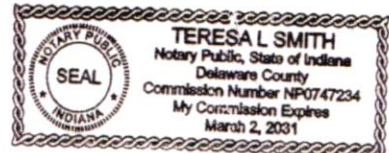
WITNESS my hand and Notarial Seal this 24th day of June, 2024.


Notary Public

Teresa L. Smith
(Printed Signature)

My Commission Expires: March 2, 2031

My County of Residence: Delaware



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

Part of the Northeast Quarter of Section 21, Township 18 North, Range 7 East, Fall Creek Township, Madison County, Indiana, and being also part of real estate described in Document 1992R002373, in the Office of the Recorder of Madison County, Indiana (hereinafter referred to as "parent parcel"), more particularly described as follows: Commencing at a 2 inch pipe in casting found marking the Northeast corner of the Northeast Quarter of said Section 21, thence South 00 degrees 06 minutes 08 seconds East (bearing based on the State Plane Coordinate System (NAD83)(2011), Indiana East zone) (South 00 degrees 39 minutes East (deed)) on the East line of said Northeast Quarter, a distance of 831.12 feet to the easterly projection of the former North right-of-way line of U.S. Highway 36, thence South 89 degrees 58 minutes 34 seconds West on said projection and former North right-of-way line, a distance of 557.13 feet to a 5/8 inch rebar with "Miller Surveying" cap found on the North right-of-way line of U.S. Highway 36 and marking the POINT OF BEGINNING; thence South 37 degrees 03 minutes 24 seconds West on the Northerly projection and Westerly line of real estate described in Document 2018R009063 in the Office of the Recorder of Madison County, Indiana, a distance of 367.82 feet to a 5/8 inch rebar found marking the Easterly corner of real estate described in Document 9109280, in said Recorder's Office; thence North 48 degrees 54 minutes 49 seconds West on the Northeasterly line of said real estate, a distance of 134.19 feet to a 5/8 inch rebar found marking a Westerly corner of said parent parcel, thence North 48 degrees 40 minutes 55 seconds East on the Westerly line of said parent parcel, a distance of 101.54 feet to a 5/8 inch rebar with "Manship RLS" cap found; thence North 42 degrees 04 minutes 49 seconds East on said Westerly line, a distance of 185.74 feet to a 5/8 inch rebar with "Manship RLS" cap found marking the Northwest corner of said parent parcel on the North right-of-way line of U.S. Highway 36; thence North 89 degrees 47 minutes 20 seconds East on said North right-of-way line and the North line of said parent parcel, a distance of 122.06 feet to the point of beginning, containing 0.826 acre, more or less.

Commonly known as: 0 US Hwy 36, Pendleton, IN 46064
STE No.: 48-14-21-101-002 000-013

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 12th day of April, 2005, between FALL CREEK REGIONAL WASTE DISTRICT ("District") and Madison Community Bank ("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 355 W US 36, 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

Signature Deborah L. Wilson

STATE OF INDIANA)

) SS:

COUNTY OF MADISON)

APPLICANT

Signature Paul O. Somers

PAUL O. SOMERS, MEMBER

SUBSCRIBED and sworn to before me this 12th day of April, 2005.

My Commission Expires:

2-20-2008Signature Deborah L. WilsonPrinted Deborah L. Wilson

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 _____

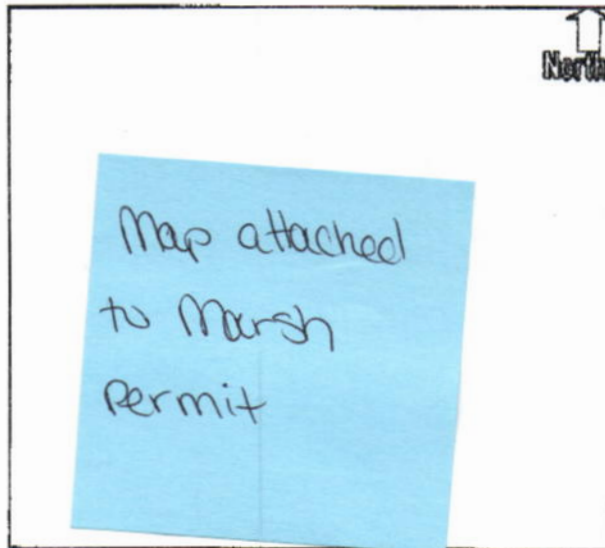
DOWNSPOUT TO GROUND YES _____ NO _____

SEPTIC TANK PUMPED & FILLED YES _____ NO _____

CONTRACTOR JONES PLUMBING

SPECIAL CONDITIONS _____

EXISTING HOME _____

NEW CONSTRUCTION X

CAPACITY FEES	\$19,440. ⁰⁰	(9 EOU'S)
TAP FEES	3,325. ⁰⁰	7 TAPS
TOTAL	\$22,765. ⁰⁰	

\$ COVERS SEVEN TENANT SPACES -
LIST ATTACHED.

ORIGINAL DOCUMENT PRINTED ON CHEMICAL REACTIVE PAPER WITH MICROPRINTED BORDER - SEE REVERSE SIDE FOR COMPLETE SECURITY FEATURES

P.P.S., LLC
P.O. BOX 391
MUNCIE, INDIANA 47308



NUMBER

5218

71-65/749

PAY: TWENTY TWO THOUSAND SEVEN HUNDRED SIXTY FIVE AND — ⁰⁰/₁₀₀ DOLLARS
DATE 4/12/05 AMOUNT \$22,765.⁰⁰

TO THE ORDER OF FALL CREEK REGIONAL WASTE WATER DIST
9378 S. 650 W.
PENOLETON, IN. 46064

P.P.S., LLC

THIS DOCUMENT CONTAINS HEAT SENSITIVE INK. TOUCH OR PRESS HERE. RED IMAGE DISAPPEARS WITH HEAT.

⑈005218⑈ ⑆074900657⑆ ⑆00000000⑆