

DEDICATION AND ACCEPTANCE

Resolution No. 105-12-11-18-1

Cross Reference to Documents: 880039530 and 990057086

This Dedication and Acceptance of Potable Water System ("Agreement") executed this 11th day of December, 2018, by and between CITY OF FORT WAYNE, by and through its Board of Public Works, (herein referred to as "City") and STILLWOOD CONDOMINIUM ASSOCIATION of Allen County in the State of Indiana (herein referred to as "Stillwood");

WHEREAS, the potable water system of Stillwood, more particularly depicted on the map labelled as Exhibit "A," attached hereto and made a part hereof, was originally constructed in 1988 as part of the Stillwood Addition recorded in Plat Cabinet "A," page 100 (Document No. 880039530) in the Office of the Recorder of Allen County, Indiana.

WHEREAS, as part of the acceptance, City has completed its due diligence, including reviewing documents relevant to the construction of the water main and a site inspection to verify that the mains were constructed of ductile iron water pipe and that the service laterals were constructed using copper pipe.

WHEREAS, Stillwood's water system consists of water mains that are 6-inch and 8-inch diameter (the "Mains"), fire hydrants, and valves as follows:

Stillwood Drive

8-inch = 830 feet, approximately

6-inch = 435 feet, approximately

Stillwood Court

6-inch = 175 feet, approximately

Total length of Mains = 1,440 feet, approximately

Fire Hydrants = 3

Main Line Valves = 1 at each hydrant = 3 + 1 at Stellhorn Rd + 1 at Stillwood Ct = 5

Curb Stops = 32 residences

WHEREAS, Stillwood wishes to dedicate to City the Mains, Hydrants, and Valves as described above and in the locations shown on said Exhibit "A," and City shall accept said Mains, Hydrants, and Valves (the "Accepted System").

WHEREAS, Stillwood also wishes to dedicate to City that portion of the individual service laterals (the "Laterals") from the main up to and including the curb stop ("Curb Stops") for each residence, and City shall accept that part of said Laterals, and the Curb Stops as part of the Accepted System.

WHEREAS, Stillwood agrees to retain the remaining part of each service lateral leading to each residence that is not included in the Accepted System as Stillwood's private water system for which Stillwood will be responsible for ownership, maintenance, and replacement (the "Stillwood System").

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements to be kept and performed hereunder, including the aforesaid recitals which shall be incorporated herein by reference and construed as terms of this Agreement with full force and effect equal to the following terms, City and Stillwood hereto agree as follows:

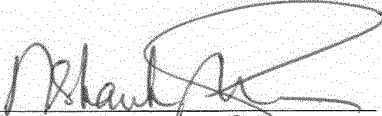
Acceptance of Water Lines

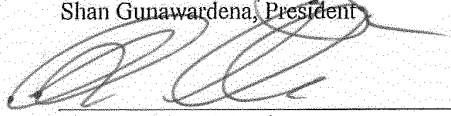
1. Stillwood and City agree that this Agreement replaces and supersedes all other agreements or dedications which may exist prior to the date of this Agreement regarding the Accepted System.
2. Stillwood hereby covenants, warrants and represents that Stillwood is the lawful owner of the Accepted System and that it is free from all encumbrances and liens, that Stillwood has good right to sell and transfer the same and that Stillwood shall warrant and defend the same against claims and demands.
3. For so long as the Accepted System remains connected to the City's public water mains and facilities, City shall own, operate and maintain the Accepted System and as owner of the Accepted System, shall be responsible for all costs and expenses associated with operating, maintaining, replacing and repairing the Accepted System. City acknowledges that it shall be responsible for all costs for operation, maintenance, replacement, repair, emergency service, and utility locating and marking services of the Accepted System.
4. Stillwood shall own, operate and maintain the Stillwood System in accordance with all applicable laws and regulations, and as owner of the Stillwood System, shall be responsible for all costs and expenses associated with operating, maintain, replacing and repairing the Stillwood System. Stillwood acknowledges that it shall be responsible for all costs for operation, maintenance, replacement, repair, emergency service and if applicable, utility locating and marking services of the Stillwood System.

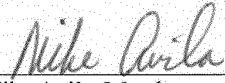
Miscellaneous

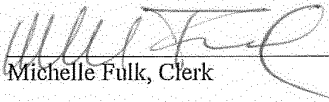
5. Jurisdiction. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Indiana.
6. Modification. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing and executed by an authorized representative of each party.
7. Successors and Assigns. Neither party may sell, assign, transfer or otherwise dispose of this Agreement or its interest therein without obtaining the prior written consent of the other party, which

City of Fort Wayne
Board of Public Works

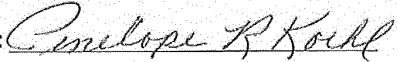

Shan Gunawardena, President


Kumar Menon, Member


Mike Avila, Member

 12.11.18
Michelle Fulk, Clerk

Stillwood Condominium Association of Allen
County in the State of Indiana
"Stillwood"

Signature: 

Print: Penelope R. Kochl

Title: President

Stillwood Condominium
Association

Stillwood Condominium Association of Allen County in the State of Indiana

