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RECORDED: 12/07/2012 10:15:46 AM

JOHN MCGAULEY

ALLEN COUNTY RECORDER

FORT WAYNE, IN

**SEWER CONSTRUCTION
CONNECTION CHARGE ASSESSMENT CONTRACT,
AND MANAGEMENT SERVICES AGREEMENT
FOR GREATER CEDAR CREEK AREA – CONTRACT “B”**

Sewer Contract # 2012-S-12

Work Order # 75814

THIS AGREEMENT is made and entered into this 29th day of November, 2012, by and between the **Allen County Regional Water and Sewer District (the “Sewer District”)** and the **City Utilities of the City of Fort Wayne**, by and through the Board of Public Works of the City of Fort Wayne (“Fort Wayne”).

WHEREAS, the Real Estate described herein is outside the City limits of the City of Fort Wayne; and

WHEREAS, this Agreement is made and entered into by the Sewer District and Fort Wayne pursuant to both IND. CODE §§ 13-26-5-2(15) and (16) and 36-9-22-2;

WHEREAS, the Sewer District shall issue the Sewage Works Revenue Bonds of 2012, (the “Bonds”) to the Indiana Finance Authority to finance the construction of the **Greater Cedar Creek Area – Contract “B” Sanitary Sewer System (“Project”)**;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Sewer District and Fort Wayne agree as follows:

1. The Sewer District shall proceed, dependent upon procurement of materials and labor and award of a contract, to construct an a 2” (two-inch), a 3” (three-inch), a 4” (four-inch) an 8” (eight-inch) and a 12” (twelve-inch) underground sanitary sewer line (hereinafter the “Greater Cedar Creek Area - Contract “B” Sanitary Sewer System”) in accordance with plans and specifications prepared by **Commonwealth Engineers, Inc.** dated February 21, 2012 and approved by Fort Wayne on May 26, 2012 and subsequently amended with approval of District and Fort Wayne (hereinafter the “Project”). The Project shall be constructed in accordance with said plans and specifications prepared by **Commonwealth Engineers, Inc.** which have been approved by Fort Wayne, and are now on file in the office of Development Services of Fort Wayne, and are incorporated herein and made a part hereof by reference. Said sewer is described as follows:

Sanitary Sewer Line B

Beginning by setting a new MH 201 at the end of a 12” pipe from Greater Cedar Creek Interceptor Area – Contract “A” located 7± feet West of the West property line of 2320 E. Gump Road; thence West, within a proposed easement, 80± L.F. of 12” PVC SDR 35 pipe to MH 202; thence West 355± L.F. to MH 203; thence West 400± L.F. to MH 204; thence West 400± L.F. of 12” PVC SDR 21 pipe to MH 205; thence West 400± L.F. of 12” PCV SDR 35 pipe to MH 206; thence West 350± L.F. to MH 207 and terminating said Sanitary Sewer Line B.

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Sanitary Sewer Line B-1

Beginning at the aforementioned MH 201 located 7± feet West of the West property line of 2320 E. Gump Road; thence East, within an existing utility easement, 160± L.F. of 8" PVC SDR 35 pipe to MH 208; thence Northwest and crossing E. Gump Road, 110± L.F. to MH 209; thence East, within the E. Gump Road right-of-way, 400± L.F. to MH 210; thence East 300± L.F. to MH 211; thence East 400± L.F. to MH 212; thence South and crossing E. Gump Road, 90± L.F. to MH 213; thence Southwest 260± L.F. to MH 214 and terminating said Sanitary Sewer Line B-1.

Sanitary Sewer Line B-2

Beginning at the aforementioned MH 202 located 87± feet West of the West property line of 2320 E. Gump Road; thence South, within a proposed easement, 160± L.F. of 8" PVC SDR 35 pipe to MH 215; thence South 255± L.F. to MH 216; thence East, along the South right-of-way of Lambert Lane, 400± L.F. to MH 217; thence East 400± L.F. to MH 218; thence 270± L.F. to MH 219; thence Southwesterly, within an existing utility easement, 400± L.F. to MH 220 and terminating said Sanitary Sewer Line B-2.

Sanitary Sewer Line B-3

Beginning at the aforementioned MH 216 located 45± feet South and 7± East of the Southeast corner of 2235 Lambert Lane; thence West, along the South right-of-way line of Lambert Lane, 290± L.F. of 8" PVC SDR 35 pipe to MH 221; thence Northwest 115± L.F. to MH 222; thence Northwest 70± L.F. to MH 223; thence Northerly 90± L.F. to MH 224 and terminating said Sanitary Sewer Line B-3.

Sanitary Sewer Line B-4

Beginning at the aforementioned MH 203 located 25± feet South and 80± feet East of the Centerline of the Intersection of E. Gump Road and Lambert Drive; thence 170± L.F. of 8" PVC SDR 35 pipe to MH 225; thence Northeasterly 115± L.F. to MH 226; thence Northeast 145± L.F. to MH 227; thence Northeast 170± L.F. to MH 228 and terminating said Sanitary Sewer Line B-4.

Sanitary Sewer Line B-5

Beginning at the aforementioned MH 227 located 5± feet South and 35± feet West of the Centerline of the Intersection of Woodcliffe Trail and Timber Hollow; thence Northwest 175± L.F. of 8" PVC SDR 21 pipe to MH 229; thence Northwest 85± L.F. of 8" PVC SDR 35 pipe to MH 230; thence North 300± L.F. to MH 231 and terminating said Sanitary Sewer Line B-5.

Sanitary Sewer Line B-6

Beginning by tapping existing MH 133 (Greater Cedar Creek Interceptor Area – Contract "A") located 10± feet East and 10± feet North of the Southwest corner of 14928 Auburn Road; thence East, within a proposed easement, 240± L.F. of 8" PVC SDR 35 pipe to MH 232; thence East 175± L.F. to MH 238; thence East 65± L.F. to MH 233 and terminating said Sanitary Sewer Line B-6.

Sanitary Sewer Line B-7

Beginning by tapping existing MH 116 (Greater Cedar Creek Interceptor Area – Contract "A") located 8± feet North and 10± feet West of the Northwest corner of 13120 Auburn Road; thence South, within a proposed easement, 400± L.F. of 8" PVC SDR 35 pipe to MH 234; thence South 400± L.F. to MH 235; thence South 400±

L.F. to MH 236; thence South 215± L.F. to MH 237 and terminating said Sanitary Sewer Line B-7.

Sanitary Sewer Line B-8

Beginning at the aforementioned MH 207 located 25± feet South and 30± feet West of the Centerline of the Intersection of E. Gump Road and Pulver Road; thence West, within a proposed easement 600± L.F. of 4" HDPE DR-11 force main to A.R.V. MH 1; thence West 400± L.F. to Inline Flushing C.O. at Sta 10+00; thence West 665± L.F. to a Reducer with Isolation Valve at Sta 16+65; thence West 135± L.F. of 3" HDPE DR-11 force main to Inline Flushing C.O. at Sta 18+00; thence West 1,000± L.F. to Inline Flushing C.O. at Sta 28+00; thence West and North crossing E. Gump Road, 85± L.F. to a Reducer with Isolation Valve at Sta 28+85; thence North 65± L.F. of 2" HDPE DR-11 force main to A.R.V. MH 2; thence North and along the West right-of-way of Lost Valley Drive, 815± L.F. to a Terminal Flushing C.O. at Sta 37+65 and terminating said Sanitary Sewer Line B-8.

Sanitary Sewer Line B-9

Beginning by tying into the aforementioned 4" force main located 25± feet South and 20± feet West of the Centerline of the Intersection of E. Gump Road and Windover Trail; thence North, and along the West right-of-way of Windover Trail, 800± L.F. of 4" HDPE DR-11 force main to an Inline Flushing C.O. at Sta 8+00; thence Northeast 610± L.F. to an Inline Flushing C.O. at Sta 14+10; thence Northerly and within a proposed easement, 625± L.F. to A.R.V. MH 3; thence North 280± L.F. and tying into an existing force main and terminating said Sanitary Sewer Line B-9.

Sanitary Sewer Line B-10

Beginning by tying into the aforementioned 4" force main with an Isolation Valve located 5± feet South and 35± feet West of the Centerline of the Intersection of Windover Trail and Windover Court; thence Northwest along the West right-of-way of Windover Court, 300± L.F. of 2" HDPE DR-11 force main to A.R.V. MH 4; thence Northwesterly 390± L.F. to a Terminal Flushing C.O. and terminating said Sanitary Sewer Line B-10.

Sanitary Sewer Line B-11

Beginning by tying into the aforementioned 4" force main with an Isolation Valve located 5± feet South and 30± feet West of the Centerline of the Intersection of Windover Trail and Cedar Wind Court; thence Southeast and along the South right-of-way of Cedar Wind Court, 350± L.F. of 2" HDPE DR-11 force main to a Terminal Flushing C.O. and terminating said Sanitary Sewer Line B-11.

Sanitary Sewer Line B-12

Beginning by tying into the aforementioned 3" force main with an Isolation Valve located 25± feet South and 15± feet West of the Centerline of the Intersection of E. Gump Road and Windward Road; thence South and along the West right-of-way of Windward Road, 1,000± L.F. of 3" HDPE DR-11 force main to an Inline Flushing C.O. at Sta 10+00; thence Southerly 845± L.F. to an Isolation Valve at Sta 18+45; thence West along the South right-of-way of Westerly Road, 155± L.F. of 2" HDPE DR-11 pipe to an Inline Flushing C.O. at Sta 20+00; thence West 515± L.F. to a Terminal Flushing C.O. at Sta 25+15 and terminating said Sanitary Sewer Line B-12.

Sanitary Sewer Line B-13

Beginning by tying into the aforementioned 2" force main with an Isolation Valve located 15± feet South and 20± feet West of the Centerline of the Intersection of Westerly Road and Windward Road; thence East and along the

South right-of-way of Westerly Road, 870± L.F. of 2" HDPE DR-11 force main to a Terminal Flushing C.O. at Sta 8+70 and terminating said Sanitary Sewer Line B-13.

Sanitary Sewer Line B-14

Beginning by tying into the aforementioned 3" force main with an Isolation Valve located 10± feet South and 15± feet West of the Centerline of the Intersection of Windward Road and Windward Court; thence Northwest 150± L.F. of 2" HDPE DR-11 force main to a Terminal Flushing C.O. at Sta 1+50 and terminating said Sanitary Sewer Line B-14.

Sanitary Sewer Line B-15

Beginning by tying into the aforementioned 3" force main with and Isolation Valve located 25± feet North and 25± feet West of the Centerline of the Intersection of Windward Road and Southerly Point; thence Westerly and along the North right-of-way of Southerly Point, 250± L.F. of 2" HDPE DR-11 force main to a Terminal Flushing C.O. at Sta 2+50 and terminating said Sanitary Sewer Line B-15.

Sanitary Sewer Line B-16

Beginning by tying into the aforementioned 2" force main located 15± feet North and 15± feet West of the Centerline of the Intersection of E. Gump Road and Lost Valley Drive; thence West and along the North right-of-way of E. Gump Road, 800± L.F. of 2" HDPE DR-11 force main to an Inline Flushing C.O. at Sta 8+00; thence West 110± L.F. to an Isolation Valve at Sta 9+10; thence North and continuing along the East right-of-way of Coldwater Road, 690± L.F. of 2" HDPE DR-11 force main to an Inline Flushing C.O. at Sta 16+00; thence North 600± L.F. to a Terminal Flushing C.O. at Sta 22+00 and terminating said Sanitary Sewer Line B-16.

Sanitary Sewer Line B-17

Beginning by tying into the aforementioned 2" force main with an Isolation Valve located 30± feet North and 80± feet East of the Centerline of the Intersection of E. Gump Road and Coldwater Road; thence South and crossing E. Gump Road and continuing along the East right-of-way of Coldwater Road, 650± L.F. of 2" HDPE DR-11 force main to A.R.V. MH 5; thence South 150± L.F. to an Inline Flushing C.O. at Sta 8+00; thence South 1,065± L.F. to a Terminal Flushing C.O. at Sta 18+65 and terminating said Sanitary Sewer Line B-17.

Sanitary Sewer Line B-18

Beginning at the aforementioned MH 238 located at the Southeast corner of 14928 Auburn Road; thence North, within a proposed easement, 200± L.F. of 8" PVC SDR 35 pipe to MH 239 and terminating said Sanitary Sewer Line B-18.

Said sewer to include: 7,925± L.F. of 2" HDPE DR-11, 3,065± L.F. of 3" HDPE DR-11, 3,980± L.F. of 4" HDPE DR-11, 175± L.F. of 8" PVC SDR 21, 7,250± L.F. of 8" PVC SDR 35, 400± L.F. of PVC SDR 21 and 1,585± L.F. of 12" PVC SDR 35 pipe; 39 (Thirty nine) Manholes; 5 (Five) A.R.V. Manholes

2. Upon completion of the Project, Fort Wayne shall accept sewage therefrom, in accordance with the rules and regulations of Fort Wayne, and the laws, ordinances, and regulations applicable thereto, now in force, or that may hereafter be adopted; however, it is understood and agreed that Fort Wayne shall not accept any sewage from any part or parts of the Greater

Cedar Creek Area - Contract "B" Sanitary Sewer System covered hereunder unless and until the entire sewer system shall have been tested and accepted for maintenance, repair, and replacement by Fort Wayne.

3. It is further understood that Fort Wayne may approve the extension of additional sanitary sewer lines from the sanitary sewer system(s) covered in this contract without incurring financial obligations to the Sewer District under this contract. Public sanitary sewer lines are sewers that are installed by Fort Wayne or by others in the future that are or will be owned, operated and maintained by Fort Wayne upon acceptance.
4. It is understood and agreed that the Sewer District shall furnish and pay for all design by **Commonwealth Engineers, Inc.** at a cost of **\$207,343.00 (Two hundred seven thousand three hundred forty three dollars and no cents)**, materials, contractual labor, equipment, permits and/or licenses required for construction by **Underground Contractors, Inc.** for the Greater Cedar Creek Area - Contract "B" Sanitary Sewer System at a cost of **\$1,741,834.50 (One million seven hundred forty one thousand eight hundred thirty four dollars and fifty cents)** that said Sewer District shall hold the Fort Wayne harmless from any liability for claims connected therewith, and that said Sewer District shall pay all expenses in connection with necessary inspection, and testing services estimated a cost of **\$86,452.00 (Eighty six thousand four hundred fifty two dollars and no cents)**. Said construction management, inspection and testing services are included in the construction cost identified above; **therefore, the total value of said sanitary sewer system is \$1,949,177.50 (One million, nine hundred forty nine thousand, one hundred seventy seven dollars and fifty cents).**
5. It is further agreed that Fort Wayne will reimburse the Sewer District oversizing costs associated with the design and bidding, easement preparation and acquisition and construction of portions of the described Project, as requested by Fort Wayne, together the "Reimbursement Amount." The Reimbursement Amount shall be finally determined based on the actual cost of the work performed associated with the oversizing items incorporated in the Project. **The Reimbursement Amount is estimated to be \$71,860 (seventy one thousand, eight hundred and sixty dollars).**
6. The Greater Cedar Creek Area - Contract "B" Sanitary Sewer System once installed and accepted by the Sewer District and Fort Wayne will immediately serve the parcels of Real Estate identified in attached **Exhibit A** (hereinafter the "Real Estate"). During the term of this Agreement, the Sewer District may, in its discretion, permit additional direct private sewer lateral connections to the Project facilities which additional connections are allowed and subject to the approval of Fort Wayne (such approval not to be unreasonably withheld or delayed) and shall be customers of the Sewer District during the term of this Agreement. The real estate being served by any such additional direct private sewer lateral connections to the Project during the term of this Agreement shall be subject to the rates and charges, including connection fees imposed by the Sewer District via the Sewer District's rate ordinance that is in effect at the time of the connection.
7. Prior to connection, any lot, parcel, or building connecting to the Greater Cedar Creek Area - Contract "B" Sanitary Sewer System, that does not result in the decommissioning and elimination of an existing septic system, shall be required to pay to Fort Wayne its then applicable area connection charge (the "Area Connection Fee"). The Area Connection Fees shall be paid on or before building sewer connections are made to the sewer system in accordance with the applicable fee in effect at the time of connection. The City has agreed to and does hereby waive the Area Connection Fees associated with the elimination of an existing septic system for the Real Estate described on **Exhibit A**.

8. Waivers of Annexation. The Sewer District shall, to the extent lawfully allowable, require by its Rate Ordinance that owners of the Real Estate or any other real estate connected to or served by the Greater Cedar Creek Area -- Contract "B" Sanitary Sewer System requesting new sanitary sewer service to sign a written waiver (the "Waiver") of the right to remonstrate against annexation by Fort Wayne. Such signed, notarized and recorded waivers shall be delivered to Fort Wayne before service is commenced. An example of such a Waiver is included in Exhibit B. The Sewer District shall provide the necessary Waiver document to Fort Wayne at the time of service request by the owner of the connecting real estate. The Sewer District makes no warranty or representation that (i) it has the legal authority to require such Waiver; (ii) that it may lawfully refuse service if a Waiver is not provided; or (iii) that the Waiver are legally enforceable, all of which risks Fort Wayne fully assumes and accepts. In the event the District refuses to provide service due to a failure of the customer or potential customer to execute the Waiver, Fort Wayne shall indemnify, save and hold harmless the District, including reasonable attorney fees from any claim made against the District as a result of its refusal to provide service due to a lack of the signed Waiver. Fort Wayne understands that since the District has or will sell bonds and/or incur indebtedness to construct the Greater Cedar Creek Area - Contract "B" Sanitary Sewer System that should it ever be legally established that the District may not require the Waiver as a condition of providing sanitary sewer service that in such event the District may provide the sanitary sewer service without the Waiver so that the District can generate revenue to service its bonds.

In further consideration and to induce Fort Wayne to execute and ratify this contract, the Sewer District for itself, its successors and assigns, agrees by this contract to vest in Fort Wayne the permanent right, at its discretion to annex to the City of Fort Wayne at any future time by duly authorized ordinance said real estate described in Paragraph 6 herein.

Any owner or owners of real estate which now or hereafter is located outside the corporate limits of the City of Fort Wayne who connect into the Greater Cedar Creek Area - Contract "B" Sanitary Sewer System constructed hereunder shall be automatically deemed to thereby waive his, her, their, or its rights to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by Fort Wayne of such land or of the territory which it is located or of the area served by said sewer (I.C. 36-9-22-2, as Added by Acts 1981, P.L. 309, 395).

9. The Sewer District currently has enacted a rate ordinance imposing a Debt Service Charge, Replacement Charge and a monthly User Charge associated with the Project. Commencing upon issuance of a notice to proceed for the Project and for the remainder of the term of this Agreement, Fort Wayne will monthly bill each customer as agent for the Sewer District for the User Charge, Replacement Charge and Debt Service Charge, and shall remit the Replacement Charge, Debt Service Charge and the Sewer District's portion of the User Charge directly to the Sewer District on a monthly basis. Except as provided in paragraph 10, nothing contained herein shall prohibit the Sewer District from modifying its rate ordinance applicable to the Project customers from time to time during the term of this Agreement up to the Transition Period as defined in paragraph 10, as may be necessary to reflect changes in the Sewer District User Charge, Replacement Charge or the Debt Service Charge, changes in the applicable Fort Wayne rate ordinances, changes when a connection is metered or located within the city limits of Fort Wayne, and charges of the Sewer District for the Sewer District's cost of operations. It shall be the obligation of the Sewer District to advise Fort Wayne of changes in its rate ordinances as it relates to the Greater Cedar Creek Area - Contract "B" Sanitary Sewer System.

10. Notwithstanding the terms of paragraph 9, during the period commencing January 1, 2034, and ending December 31, 2038 (the "Transition Period"), the Sewer District agrees, to the extent lawfully allowable, to enact a Rate Ordinance in effect during the Transition Period limited to:

- (a) Fort Wayne's then applicable User Charges that Fort Wayne will retain as its portion of the User Charge;
- (b) reasonable rates and charges for Sewer District administrative costs and expenses in an amount equal to the then prevailing Sewer District-wide administrative charges;
- (c) reasonable rates and charges for Sewer District costs and expenses for operating, maintaining, repairing, rehabilitating or replacing the grinder system and its components in the Project, including any capital or debt charge allocated solely to grinder system replacement; and
- (d) a monthly Capital Charge of \$10.00 (ten dollars and zero cents) per EDU per month in the Project.

At midnight on December 31, 2038, ownership of the grinder system in the Project will transfer to the property owner in normal working condition and repair.

11. Upon completion of the Project (which shall include testing and acceptance), the City of Fort Wayne will accept all responsibility and liability for maintenance, repair, and replacement of the sanitary sewer main lines installed as part of this Project. Fort Wayne shall not accept liability of any kind including maintenance, repair and replacement of the private building sewer laterals or grinder pump stations serving the real estate that connects to the sanitary sewer main lines. Upon completion and acceptance of the Project as provided in paragraph 2 of this Agreement, the Sewer District shall transfer rights and responsibilities to access the sanitary sewer main lines in the Project to Fort Wayne, as it may require, to affect such maintenance, repair or replacement of the sanitary sewer main lines.
12. Upon completion of the Project, the City of Fort Wayne shall perform all inspections of customer tap-ins, and charge the customer its usual and customary tap-in inspection fee, currently in the amount of **\$50.00 (Fifty dollars and no cents)** per sanitary sewer lateral installed and inspected by City Utilities.
13. The Greater Cedar Creek Area – Contract "B" Sanitary Sewer System shall be constructed for disposal of sanitary sewage only, and no one shall be permitted to discharge or flow into the sanitary sewer any water runoff caused by natural precipitation, or permit anything other than sanitary sewer to be discharged into the Greater Cedar Creek Area – Contract "B" Sanitary Sewer System in violation of the ordinances of Fort Wayne now in effect, and as may be amended from time to time hereafter. All use of the sanitary sewer shall be subject to the ordinances of Fort Wayne upon completion and acceptance of the project.
14. It is further understood and agreed that, upon completion of the Project, the Sewer District or its contractor shall file a Completion Affidavit, a Maintenance Bond and Certified Record Drawings with the Board of Public Works of Fort Wayne. The Maintenance Bond shall run for a minimum period of one (1) year from the date that Fort Wayne accepts said sewer system and shall be in the minimum amount of **\$435,458.63 (Four hundred thirty five thousand four hundred fifty eight dollars and sixty three cents)**.

15. Upon completion of the Project and the acceptance thereof by Fort Wayne, Fort Wayne shall issue a "Letter of Acceptance" of the Project and the sanitary sewer main lines installed pursuant to this contract and described in paragraph 1 shall be accepted by Fort Wayne for all repair, replacement, and maintenance. However, ownership of the sanitary sewer main lines shall not transfer to or be a part of the sewer system of the City of Fort Wayne until December 31, 2038. At midnight on December 31, 2038, ownership of the main lines shall automatically transfer to Fort Wayne and upon transfer of ownership, all rights, title and interest whatsoever in the said sanitary sewer main lines shall forever remain in Fort Wayne ownership.
16. The Sewer District's imposition of the monthly Replacement Charge, Debt Service Charge and User Charge pursuant to its rate ordinance to be adopted is made pursuant to IND. CODE § 13-26-11-7(b) and shall be a lien upon any customers of the Sewer District that connects to the Project during the term of this Agreement.
17. This Agreement is binding upon the parties hereto and their successors and assigns. This Agreement shall be governed by the laws of the State of Indiana in effect from time to time during the term of this Agreement.

DATED this 27th day of November, 2012

**ALLEN COUNTY REGIONAL WATER
AND SEWER DISTRICT**

By: [Signature]
Ric Zehr, President and Board Member

By: [Signature]
Bryan Cordell, Board Member

By: [Signature]
Mark Herber, Board Member

By: [Signature]
Aaron Knight, Board Member

By: [Signature]
Thomas T. Nitza, Jr., Board Member

By: [Signature]
Len Poehler, Board Member

By: [Signature]
Win Rood, Board Member

**CITY OF FORT WAYNE
BY AND THROUGH ITS BOARD
OF PUBLIC WORKS**

By: [Signature]
Robert P. Kennedy, Chairman

By: [Signature]
Mike Ayala, Member

By: [Signature]
Kumar Menon, Member

Attest: [Signature]
Victoria G. Edwards, Clerk

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.

[Signature]
(name printed, stamped or signed w/print)

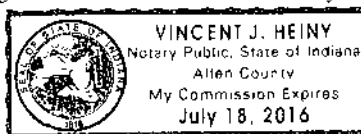
This instrument prepared by **VINCENT J. HEINY** (I.D. #7638-02), Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, IN 46802, Telephone: (260) 426-0444.

ACKNOWLEDGEMENT

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, a Notary Public, in and for said County and State personally appeared **Ric Zehr as President, Bryce Cordell, Mark Herber, Aaron Knight, Thomas T. Nitza Jr., Len Pochler and Win Rood Members of the Allen County Regional Water and Sewer District** and acknowledged the execution of the foregoing Contract as and for **their** voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 27th day of November, 2012



My Commission Expires: July 18, 2016

Notary Public
Resident of Allen County
Vincent J. Heiny
Printed Name of Notary

ACKNOWLEDGEMENT

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, a Notary Public, in and for said County and State personally appeared **Robert P. Kennedy, Chair, Mike Avila and Kumar Menon** as Members of the Board of Public Works of the City of Fort Wayne, and **Victoria G. Edwards**, Clerk of the Board of Works and acknowledged the execution of the foregoing Contract as and for their voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 20th day of November 2012



Michelle R. Nelson
Notary Public
Resident of Allen County
Printed Name of Notary

Exhibit "A"

Allen County Parcel No.: 02-02-14-378-002.000-057: (Vacant Parcel)

S ½ SW ¼ E of Auburn Rd C/L Ex N 607.4 Ft & Ex S 220 Ft & Ex 1.838 A Tr SW Cor Sec 14
Address: Auburn Rd
Current Owner: Carole J. Bookout

Allen County Parcel No.: 02-02-26-100-012.000-057:

S 343.39 of W 342.50 Ft NW ¼ Sec 26 Ex R/W
Address: 12732 Auburn Road
Current Owner: Larry J. & Donna K. Smith

Allen County Parcel No.: 02-02-26-100-009.000-057:

N 463.81 of S 807.20 of W 685 Ft SW ¼ NW ¼ Sec 26
Address: 12826 Auburn Road
Current Owner: Gregory & Dawn M. Newport

Allen County Parcel No.: 02-02-26-100-008.000-057:

N 277 of S 1084 of W 685 Ft NW ¼ Sec 26
Address: 12930 Auburn Road
Current Owner: Jamie L. & Candrice L. Till

Allen County Parcel No.: 02-02-26-100-007.000-057:

S 645 of N 1731.3 of W 758.5 NW ¼ Ex N 169.5 of W 298.5 Sec 26
Address: 13014 Auburn Road
Current Owner: Travis G. & Beverly A. Gloyd

Allen County Parcel No.: 02-02-26-100-006.000-057:

S 89 of N 1086.3 of W 298.5 Ft NW ¼ Sec 26
Address: 13120 Auburn Road
Current Owner: Sheldon L. & Shirley DeGrasse

Allen County Parcel No.: 02-02-14-377-007.000-057:

Tulleevin Lake Add Lots 36-39 & Spc Adj on W
Address: 14917 Auburn Road
Current Owner: Robert & Monia Alexander

Allen County Parcel No.: 02-02-14-378-003.000-057:

a. A Irr Tr Being 1018.86 ft W & 231.7 Ft NE of SE Cor SW ¼ Sec 14
Address: 14928 Auburn Road
Current Owner: Daniel J. & Denise C Roy

Allen County Parcel No.: 02-02-14-377-005.000-057:

Tulleevin Lake Add Lot 35
Address: 15019 Auburn Road
Current Owner: Robert H. & Eileen E. Stevens

Allen County Parcel No.: 02-02-14-377-004.000-057:

Tulleevin Lake Add Lot 34
Address: 15029 Auburn Road
Current Owner: Brenda S. Malicoat & Jolynn Clem

Allen County Parcel No.: 02-02-14-377-003.000-057:

Tulleevin Lake Add Lot 33
Address: 15107 Auburn Road
Current Owner: Christopher T. Lincoln

Allen County Parcel No.: 02-02-14-377-002.000-057:

Tulleevin Lake Add Lot 32
Address: 15119 Auburn Road
Current Owner: Terry L. & Carol A. Newhard

Allen County Parcel No.: 02-02-14-378-001.000-057:

N 607.4 ft SE ¼ SW ¼ of Auburn Rd Sec 14
Address: 15202 Auburn Road
Current Owner: Chris L. Ward

Allen County Parcel No.: 02-02-14-376-010.000-057:

Tulleevin Lake Add Lot 31
Address: 15205 Auburn Road
Current Owner: William B. Perkins

Allen County Parcel No.: 02-02-14-376-009.000-057:

Tulleevin Lake Add Lot 30
Address: 15215 Auburn Road
Current Owner: Justin L. & Holly M. Bortner

Allen County Parcel No.: 02-02-14-376-008.000-057:

1.05 a W of Auburn Rd SE ¼ SW ¼ S of Gump Rd Sec 14
Address: 15235 Auburn Road
Current Owner: Anton H. Tapper

Allen County Parcel No.: 02-02-15-402-006.000-057:

Windover Sec 2 Lot 25
Address: 1504 Cedar Wind Court
Current Owner: David R. & Barbara Redding

Allen County Parcel No.: 02-02-15-402-007.000-057:

Windover Sec 2 Lot 24
Address: 1516 Cedar Wind Court
Current Owner: Keith V. & Barbara W. Hering

Allen County Parcel No.: 02-02-15-402-005.000-057:

Windover Sec 2 Lot 22
Address: 1521 Cedar Wind Court
Current Owner: Thomas R. & Melinda K. Harris

Allen County Parcel No.: 02-02-15-402-008.000-057:

Windover Sec 2 Lot 23
Address: 1528 Cedar Wind Court
Current Owner: Randall L. & Judy A. Ray

Allen County Parcel No.: 02-02-22-101-003.000-057:

S 200 of N 700 of W 871.2 ft NW ¼ & E 27.47 A of N 700 ft NW ¼ Ex Windward Forest Sec 22
Address: 14730 Coldwater Road
Current Owner: Jack & Nancy Endsley

Allen County Parcel No.: 02-02-22-101-002.000-057:

S 250 of N 500 of W 871.2 ft NW ¼ Sec 22
Address: 14812 Coldwater Road
Current Owner: A. Raymond & Louise M. Keller

Allen County Parcel No.: 02-02-22-101-001.000-057:

N 250 of W 871.2 ft NW ¼ Sec 22 Ex Pt to Rd
Address: 14836 Coldwater Road
Current Owner: Glenn L. & Mary M. McComb Trs

Allen County Parcel No.: 02-02-15-351-006.000-057:

S 220 of W 264 ft S ¼ SW ¼ Sec 15 Ex Pt to Rd
Address: 14922 Coldwater Road
Current Owner: Richard A. Place

Allen County Parcel No.: 02-02-15-351-005.000-057:

N 220 of S 440 of W 264 ft S ½ SW ¼ Sec 15 Ex Pt to Rd
Address: 15108 Coldwater Road
Current Owner: Steven I. Bell

Allen County Parcel No.: 02-02-15-351-004.000-057:

N 220 of S 660 of W 264 ft SW ¼ SW ¼ Sec 15 Ex Pt to Rd
Address: 15000 Coldwater Road
Current Owner: Tom Zwierko

Allen County Parcel No.: 02-02-15-351-003.000-057:

N 220 of S 880 of W 264 ft SW ¼ SW ¼ Sec 15 Ex Pt To Rd
Address: 15118 Coldwater Road
Current Owner: William Milton Morgan II

Allen County Parcel No.: 02-02-15-351-002.000-057:

N 220 of S 1100 of W 264 ft SW ¼ SW ¼ Sec 15 Ex Pt to Rd
Address: 15202 Coldwater Road
Current Owner: Linda K. Gradeless

Allen County Parcel No.: 02-02-15-301-009.000-057:

S 250 of W 250ft NW ¼ SW ¼ Sec 15 Ex Pt to Co
Address: 15310 Coldwater Road
Current Owner: Constance M. Deveny

Allen County Parcel No.: 02-02-15-301-008.000-057:

N 200 of S 454.2 of W650 ft NW ¼ SW ¼ Sec 15
Address: 15402 Coldwater Road
Current Owner: Manuel H. Galdamez

Allen County Parcel No.: 02-02-15-301-006.000-057:

W 650 of N 200 of S 850 ft NW ¼ SW ¼ Sec 15 Ex Pt to Rd
Address: 15510 Coldwater Road
Current Owner: Edward J. & Julia A. Scott L/ESTS & Edward J. Scott

Allen County Parcel No.: 02-02-15-301-004.000-057:

W 325 of N 100 of S 950 ft NW ¼ SW ¼ Sec 15 Ex Pt to Rd
Address: 15522 Coldwater Road
Current Owner: Kristi J. Cortezano

Allen County Parcel No.: 02-02-15-301-003.000-057:

N 100 of S 1050 of W 650 ft NW ¼ SW ¼ Sec 15 Ex Pt to Co

Address: 15530 Coldwater Road
Current Owner: Rebecca L. Weaver

Allen County Parcel No.: 02-02-15-301-002.000-057:

W 650 of N 100 of S 1150 ft NW ¼ SW ¼ Sec 15 Ex Pt to Rd
Address: 15606 Coldwater Road
Current Owner: Edward T. & Judith A. Meyers

Allen County Parcel No.: 02-02-15-301-001.000-057:

N 173.18 of W 650 NW ¼ SW ¼ Sec 15 Ex E 5 ft of W 35 ft & Ex Pt to Rd
Address: 15616 Coldwater Road
Current Owner: David C. Bell

Allen County Parcel No.: 02-02-15-301-010.000-057:

S 250 of E 133.33 of W 383.33 ft NW ¼ SW ¼ Sec 15 Ex Pt to Co
Address: 731 E. Gump Road
Current Owner: Richard A. Arambula

Allen County Parcel No.: 02-02-15-351-007.000-057:

3.319 A Tr NW cor SW ¼ SW ¼ S of Gump Rd & 0.385 A Tr Adj on E Sec 15 Ex Pt to Rd
Address: 808 E. Gump Road
Current Owner: Jeffrey J. & Patricia J. Pikel

Allen County Parcel No.: 02-02-15-351-008.000-057:

E 237.6 of W 501.6 of S 350 of N 725 Ft S ½ SW ¼ Sec 15
Address: 814 E. Gump Road
Current Owner: Michael A. & Tammy Killion

Allen County Parcel No.: 02-02-15-301-011.000-057:

E 133.33 of W 516.66 of S 253.7 Ft NW ¼ SW ¼ Sec 15 Ex Pt to Rd
Address: 823 E. Gump Road
Current Owner: Edward L. Strauss

Allen County Parcel No.: 02-02-15-301-012.000-057:

E 133.34 of W 650 of S 253.3 Ft NW ¼ SW ¼ Sec 15 Ex Pt to Rd
Address: 825 E. Gump Road
Current Owner: Brandon Jarvis

Allen County Parcel No.: 02-02-15-351-009.000-057:

E 537.6 of W 801.6 ft S ½ SW ¼ Ex 1.528 A Tr 264 Ft E of NW corner S ½ SW ¼ S of Gump Rd & Ex
Address: 902 E. Gump Road
Current Owner: Michael & Rebecca A. Byerley

Allen County Parcel No.: 02-02-15-301-013.000-057:

W 148 of E 640 ft NW ¼ SW ¼ Sec 15 Ex Pt to Co
Address: 903 E. Gump Road
Current Owner: Sharon E. & Dennis Gene Norton L/Est

Allen County Parcel No.: 02-02-15-351-010.000-057:

E 329.35 of W 1130.95 ft S ½ SW ¼ Sec 15
Address: 914 E. Gump Road
Current Owner: Addison B. & Marna B. Johnson

Allen County Parcel No.: 02-02-15-302-006.000-057:

S 200 of E 92 ft NW ¼ SW ¼ Sec 15
Address: 1025 Gump Road
Current Owner: Christopher L. & Tammy J. Mitchell

Allen County Parcel No.: 02-02-15-326-002.000-057:

N 249 Ft of W 175 of E 973.65 NE ¼ SW ¼ Sec 15
Address: 1123 E. Gump Road
Current Owner: Steven M. Hill

Allen County Parcel No.: 02-02-15-377-009.000-057:

W 165.26 of E 730.63 Ft S ½ SW ¼ Sec 15
Address: 1220 E. Gump Road
Current Owner: Richard M. Parker & Margie Morris-Parker

Allen County Parcel No.: 02-02-15-377-011.000-057:

W 165.5 of E 331 of S ½ SW ¼ Sec 15
Address: 1324 E. Gump Road
Current Owner: FBN Future Holdings LLC

Allen County Parcel No.: 02-02-15-377-012.000-057:

E 165.5 Ft of SW ¼ Sec 15
Address: 1406 E. Gump Road
Current Owner: William H. & Constance L. Goodwin L/Est & Co-Trs

Allen County Parcel No.: 02-02-15-451-001.000-057:

W 553.7 of SW ¼ SE ¼ Ex E 271.13 Ft Sec 15 & Ex W 12.33 ft
Address: 1432 E. Gump Road
Current Owner: David L. & Mary Lou Cummings

Allen County Parcel No.: 02-02-15-451-002.000-057:

W 235.50 of E 967.50 of Fri S 1318.61 Ft SW ¼ SE ¼ Sec 15 & 0.478 ac tr adj on W
Address: 1510 E. Gump Road
Current Owner: Terry R. & Debbie D. Diller

Allen County Parcel No.: 02-02-15-402-009.000-057:

W 343 of E 810 of S 225 NW ¼ SE ¼ Sec 15
Address: 1605 E. Gump Road
Current Owner: Gene E. & Karen A. Murray

Allen County Parcel No.: 02-02-15-451-003.000-057:

W 370.9 of E 732 of N 330.8 Ft SW ¼ SE ¼ Ex S 205.47 of E 63.6 Ft Sec 15
Address: 1616 E. Gump Road
Current Owner: John H. Sciole & Jill A. Burt

Allen County Parcel No.: 02-02-15-451-004.000-057:

N 332.7 of E 361.1 Ft SW ¼ SE ¼ & 63.6 x 205.47 Ft Adj on SW Sec 15
Address: 1720 E. Gump Road
Current Owner: Robert G. & Cheryl A. Brennan

Allen County Parcel No.: 02-02-15-476-002.000-057:

Orchard Hills Lot 2
Address: 1832 E. Gump Road
Current Owner: Daniel D. & Maryanne Logan

Allen County Parcel No.: 02-02-15-476-003.000-057:

Orchard Hills Lot 3
Address: 1912 E. Gump Road
Current Owner: Joseph E. & Ada G. Jackson

Allen County Parcel No.: 02-02-15-476-004.000-057:

Orchard Hills Lot 4
Address: 1930 E. Gump Road
Current Owner: James E. & Mary E. Lowery

Allen County Parcel No.: 02-02-15-476-005.000-057:

Orchard Hills Lot 5
Address: 2014 E. Gump Road
Current Address: Lon E. & Barbara K. Owen

Allen County Parcel No.: 02-02-15-476-006.000-057:

Orchard Hills Lot 6
Address: 2034 E. Gump Road
Current Owner: Brandon L. & Sara M. Garton

Allen County Parcel No.: 02-02-15-476-007.000-057:

Orchard Hills Lot 7
Address: 2116 E. Gump Road
Current Owner: Theodore J. & Jennifer C. Bussen

Allen County Parcel No.: 02-02-14-352-001.000-057:

Tulleevin Lake Add Lot 1
Address: 2140 E. Gump Road
Current Owner: Tommy L. & Ellen K. Millirons

Allen County Parcel No.: 02-02-14-351-003.000-057:

Tulleevin Lake Add Lot 8
Address: 2238 E. Gump Road
Current Owner: Adrienne Z. Pontius

Allen County Parcel No.: 02-02-14-351-004.000-057:

Tulleevin Lake Add Lot 10 & 12
Address: 2238 E. Gump Road
Current Owner: James Wilson

Allen County Parcel No.: 02-02-14-351-006.000-057:

Tulleevin Lake Add Lot 14
Address: 2320 E. Gump Road
Current Owner: Rita M. Phillips

Allen County Parcel No.: 02-02-14-351-007.000-057:

Tulleevin Lake Add Lot 16
Address: 2330 E. Gump Road
Current Owner: Anna M. & Donald D. Fankhauser

Allen County Parcel No.: 02-02-14-351-008.000-057:

Tulleevin Lake Add Lot 18
Address: 2404 E. Gump Road
Current Owner: Dennis W. Nidlinger

Allen County Parcel No.: 02-02-14-304-006.000-057:

Woodcliffe Estates Sec IV Lot 34
Address: 2413 E. Gump Road
Current Owner: Thomas M. & Amy L. Scheffer

Allen County Parcel No.: 02-02-14-304-007.000-057:

Woodcliffe Estates Sec IV Lot 35
Address: 2431 E. Gump Road
Current Owner: John D. & Wenona M. Hoham

Allen County Parcel No.: 02-02-14-351-010.000-057:

Tulleevin Lake Add Lot 22
Address: 2436 E. Gump Road
Current Owner: Eric L. & Kay A. Beemer

Allen County Parcel No.: 02-02-14-376-001.000-057:

Tulleevin Lake Add Lot 23
Address: 2504 E. Gump Road
Current Owner: Karen L. Sturdivant

Allen County Parcel No.: 02-02-14-326-010.000-057:

S 360 ft N of Gump Rd of E 21 ft of W 1455 ft SW ¼ Sec 14
Address: 2509 E. Gump Road
Current Owner: Ernest H. & Dorothy L. Faurote

Allen County Parcel No.: 02-02-14-326-011.000-057:

Woodcliffe Estates Sec III Lot 4
Address: 2601 E. Gump Road
Current Owner: Scott M. & Tamra A. Koesters

Allen County Parcel No.: 02-02-14-376-006.000-057:

Tulleevin Lake Add Lot 27
Address: 2612 E. Gump Road
Current Owner: Raymond R. & Nanci A. Carnahan

Allen County Parcel No.: 02-02-14-378-004.000-057:

Tulleevin Lake Add Lot 60 & 61
Address: 2611 Hursh Road
Current Owner: Marianne Kay & Brent L. Novotny

Allen County Parcel No.: 02-02-14-378-006.000-057:

Tulleevin Lake Add Lot 62
Address: 2631 Hursh Road
Current Owner: Roger D. Mitchell

Allen County Parcel No.: 02-02-14-378-007.000-057:

Tulleevin Lake Add Lot 63
Address: 2707 Hursh Road
Current Owner: Kenneth G. Aikins

Allen County Parcel No.: 02-02-14-378-008.000-057:

Tulleevin Lake Add Lot 64
Address: 2717 Hursh Road
Current Owner: Herbert D. & Brenda S. Miller

Allen County Parcel No.: 02-02-14-378-009.000-057:

Tulleevin Lake Add Lot 65
Address: 2727 Hursh Road
Current Owner: David A. & Victoria Jefferies

Allen County Parcel No.: 02-02-14-352-003.000-057:

Tulleevin Lake Add Lot 3
Address: 15207 Lambert Drive
Current Owner: Patrick A. & Nicole M. Early

Allen County Parcel No.: 02-02-14-351-011.000-057:

Tulleevin Lake Add Lot 5
Address: 15212 Lambert Drive
Current Owner: Kathryn D. Savio

Allen County Parcel No.: 02-02-14-352-002.000-057:

Tulleevin Lake Add Lot 2
Address: 15221 Lambert Drive
Current Owner: John R. & Jennifer L. Sproat

Allen County Parcel No.: 02-02-14-351-001.000-057:

Tulleevin Lake Add Lot 4
Address: 15230 Lambert Drive
Current Owner: James R. & Rose L. Truchblood

Allen County Parcel No.: 02-02-14-352-004.000-057:

Frl S 560 of N 960 of W 375 ft S ½ SW ¼ Sec 14
Address: 2210 Lambert Lane
Current Owner: Everett Lee & Phyllis Thurber

Allen County Parcel No.: 02-02-14-351-012.000-057:

Tulleevin Lake Add Lot 7
Address: 2215 Lambert Lane
Current Owner: John C. & Jeanine M. Sharon

Allen County Parcel No.: 02-02-14-351-013.000-057:

Tulleevin Lake Add Lot 9
Address: 2225 Lambert Lane
Current Owner: Keith A. Cromwell

Allen County Parcel No.: 02-02-14-351-014.000-057:

Tulleevin Lake Add Lot 11
Address: 2235 Lambert Lane
Current Owner: David Baatz

Allen County Parcel No.: 02-02-14-352-006.000-057:

Frl E 331.6 of W 706.6 of S 632.5 of N 1082.5 Ft S ½ SW ¼ Ex W 165.8 Ft Sec 14
Address: 2310 Lambert Lane
Current Owner: Chad W. & Melissa Ann Rorick

Allen County Parcel No.: 02-02-14-351-016.000-057:

Tulleevin Lake Add Lot 15
Address: 2319 Lambert Lane
Current Owner: Harold J. & Emma C. Lambert

Allen County Parcel No.: 02-02-14-351-016.000-057:

S 721.1 of N 1126.1 of E 337.1 of W 1043.7 Ft S ½ SW ¼ S of Lambert Ln Sec 14
Address: 2328 Lambert Lane
Current Owner: Steven D. & Robin C. Aldred

Allen County Parcel No.: 02-02-14-351-017.000-057:

Tulleevin Lake Add Lot 17
Address: 2329 Lambert Lane
Current Owner: Thomas Larry & Mary Mailin Days

Allen County Parcel No.: 02-02-14-351-018.000-057:

Tulleevin Lake Add Lot 19
Address: 2405 Lambert Lane
Current Owner: Randy D. Savage

Allen County Parcel No.: 02-02-14-351-019.000-057:

Tulleevin Lake Add Lot 21
Address: 2415 Lambert Lane
Current Owner: Cheryl D. Merritt

Allen County Parcel No.: 02-02-14-352-008.000-057:

Fr E 305.7 of W 1349.4 of S 207.6 of N 657.6 Ft S $\frac{1}{2}$ SW $\frac{1}{4}$ Sec 14
Address: 2426 Lambert Lane
Current Owner: Franklin M. & Joann L. Aiken

Allen County Parcel No.: 02-02-14-376-002.000-057:

Tulleevin Lake Add Lot 24
Address: 2511 Lambert Lane
Current Owner: John D. Jr. & Kimberly A. Wilson

Allen County Parcel No.: 02-02-14-377-001.000-057:

Fr E 283.3 of W 1632.7 of S 207.6 of N 657.6 Fr S $\frac{1}{2}$ SW $\frac{1}{4}$ Sec 14
Address: 2520 Lambert Lane
Current Owner: Robert M. Burgo

Allen County Parcel No.: 02-02-14-376-004.000-057:

Tulleevin Lake Add Lot 26
Address: 2531 Lambert Lane
Current Owner: Vernon D. & Nadine F. Prater

Allen County Parcel No.: 02-02-15-301-017.000-057:

E 180 of W 987 of N 245 of S 285 W of Lot Valley Rd NW $\frac{1}{4}$ SW $\frac{1}{4}$ Sec 15
Address: 15317 Lost Valley Road
Current Owner: Lester Leroy & Joan Odette Bone

Allen County Parcel No.: 02-02-15-302-004.000-057:

E 160 of W 1198 of S 290 E. of Lost Valley Rd NW $\frac{1}{4}$ SW $\frac{1}{4}$ Sec 15
Address: 15318 Lost Valley Road
Current Owner: David L. & Patricia Ann Bassett

Allen County Parcel No.: 02-02-15-302-003.000-057:

N 190 of S 480 of Fr E 213.9 of W 1198 Fr NW ¼ SW ¼ Sec 15
Address: 15402 Lost Valley Road
Current Owner: Randall Lee & Carole J. Smith

Allen County Parcel No.: 02-02-15-301-016.000-057:

N 360 of S 645.50 of Fr E 180 of W 987 Ft NW ¼ SW ¼ Sec 15
Address: 15414 Lost Valley Road
Current Owner: Stephen W. & Deborah L. Minick

Allen County Parcel No.: 02-02-15-302-002.000-057:

N 250 of S 730 of Fr E 213.9 of W 1198 Fr NW ¼ SW ¼ Sec 15
Address: 15430 Lost Valley Road
Current Owner: Michael R. & Abigail J. McQueen

Allen County Parcel No.: 02-02-15-301-015.000-057:

E 180 of W 978 of S 225 of N 675.9 W of Lot Valle Rd NW ¼ SW ¼ Sec 15
Address: 15505 Lost Valley Road
Current Owner: Steven L. & Linda M. Seidner

Allen County Parcel No.: 02-02-15-302-001.000-057:

Fr E 170 of W 1198 of N 588.3 of NW ¼ SW ¼ Sec 15
Address: 15530 Lost Valley Road
Current Owner: Carl F. & Carole L. Hoffman

Allen County Parcel No.: 02-02-15-301-014.000-057:

E 230 ft of W 1028 ft of N 450.9 ft NW ¼ SW ¼ Sec 15
Address: 15535 Lost Valley Road
Current Owner: Arlin D. & Ruth W. Jansen

Allen County Parcel No.: 02-02-15-376-008.000-057:

Windward Hills Lot 8
Address: 1103 Southerly Point
Current Owner: Rick L. & Teri L. Cocklin

Allen County Parcel No.: 02-02-15-376-009.000-057:

Windward Hills Lot 9
Address: 1108 Southerly Point
Current Owner: Robert L. & Pamela Berger

Allen County Parcel No.: 02-02-15-376-007.000-057:

Windward Hills Lot 7
Address: 1119 Southerly Point
Current Owner: Brian T. Doty

Allen County Parcel No.: 02-02-15-376-010.000-057:

Windward Hills Lot 10
Address: 1126 Southerly Point
Current Owner: Larry D. Howell

Allen County Parcel No.: 02-02-14-301-008.000-057:

Woodcliffe Estates Sec 1 Lot 2
Address: 15401 Timber Hollow Trail
Current Owner: Dale M. & Rosemary B. Henderson

Allen County Parcel No.: 02-02-14-301-007.000-057:

Woodcliffe Estates Sec 1 Lot 3
Address: 15409 Timbers Hollow Trail
Current Owner: Michael T. & Lisa A. Foldesi

Allen County Parcel No.: 02-02-14-301-006.000-057:

Woodcliffe Estates Sec 1 Lot 4
Address: 15417 Timber Hollow Trail
Current Owner: Julie L. Zeider

Allen County Parcel No.: 02-02-14-303-007.000-057:

Woodcliffe Estates Sec 1 Lot 7
Address: 15419 Timber Hollow Trail
Current Owner: James B. Coffey & Georgean C. Johnson-Coffey

Allen County Parcel No.: 02-02-14-303-006.000-057:

Woodcliffe Estates Sec 1 Lot 6
Address: 15422 Timber Hollow Trail
Current Owner: Patrick M. & Jill A. Carnody

Allen County Parcel No.: 02-02-14-301-005.000-057:

Woodcliffe Estates Sec 1 Lot 5
Address: 15503 Timber Hollow Trail
Current Owner: Richard W. & Nancy S. Mahan L/Est & Co

Allen County Parcel No.: 02-02-22-101-004.000-057:
Windward Forest Lot 19
Address: 1004 Westerly Road
Current Owner: Thomas E. & Tonya A. Fortman

Allen County Parcel No.: 02-02-22-102-001.000-057:
Windward Forest Lot 20
Address: 1011 Westerly Road
Current Owner: Mark S. & Jill M. Carboni

Allen County Parcel No.: 02-02-22-101-005.000-057:
Windward Forest Lot 18
Address: 1016 Westerly Road
Current Owner: Roger L. & Mary S. Haupt

Allen County Parcel No.: 02-02-22-101-006.000-057:
Windward Forest Lot 17
Address: 1020 Westerly Road
Current Owner: Matt & Carrie Billings

Allen County Parcel No.: 02-02-22-102-002.000-057:
Windward Forest Lot
Address: 1027 Westerly Road
Current Owner: Lowell K. & Rose F. Black

Allen County Parcel No.: 02-02-22-101-007.000-057:
Windward Forest Lot 16
Address: 1032 Westerly Road
Current Owner: James A. & Mary Ann Krisher

Allen County Parcel No.: 02-02-22-128-001.000-057:
Windward Forest Lot 15
Address: 1108 Westerly Road
Current Owner: Daniel M. & Michele Lipinski

Allen County Parcel No.: 02-02-22-126-002.000-057:
Windward Forest Lot 22
Address: 1117 Westerly Road
Current Owner: Emily Osburn Bernes

Allen County Parcel No.: 02-02-22-128-002.000-057:

Windward Forest Lot 14
Address: 1126 Westerly Road
Current Owner: Thomas H. Brooks

Allen County Parcel No.: 02-02-22-128-003.000-057:

Windward Forest Lot 13
Address: 1204 Westerly Road
Current Owner: Daniel George Mock & Donna Heath

Allen County Parcel No.: 02-02-22-127-002.000-057:

Windward Forest Lot 2
Address: 1209 Westerly Road
Current Owner: Kevin D. & Elizabeth A. Owen

Allen County Parcel No.: 02-02-22-128-004.000-057:

Windward Forest Lot 12
Address: 1216 Westerly Road
Current Owner: Douglas J. & Jodi Helmer

Allen County Parcel No.: 02-02-22-127-003.000-057:

Windward Forest Lot 3
Address: 1221 Westerly Road
Current Owner: Rick S. & Amy L. Longenecker

Allen County Parcel No.: 02-02-22-128-005.000-057:

Windward Forest Lot 11
Address: 1228 Westerly Road
Current Owner: Nathaniel A. & Dawn Parker

Allen County Parcel No.: 02-02-22-128-006.000-057:

Windward Forest Lot 10
Address: 1302 Westerly Road
Current Owner: Shery I-Chieh & Benjamin P. Grosjean

Allen County Parcel No.: 02-02-22127-004.000-057:

Windward Forest Lot 4
Address: 1307 Westerly Road
Current Owner: Jon R. & Connie B. Mittler

Allen County Parcel No.: 02-02-22-127-005.000-057:

Windward Forest Lot 5
Address: 1315 Westerly Road
Current Owner: Kevin P & Mary P. Osbun

Allen County Parcel No.: 02-02-22-128-007.000-057:

Windward Forest Lot 9
Address: 1318 Westerly Road
Current Owner: Steven K. & Jada R. Conner

Allen County Parcel No.: 02-02-22-127-006.00-057:

Windward Forest Lot 6
Address: 1327 Westerly Road
Current Owner: Robert G. & Debra E. White

Allen County Parcel No.: 02-02-22-128-008.000-057:

Windward Forest Lot 8
Address: 1330 Westerly Road
Current Owner: Randy A. Masters

Allen County Parcel No.: 02-02-22-127-007.000-057:

Windward Forest Lot 7
Address: 1335 Westerly Road
Current Owner: Duane A. Ellert

Allen County Parcel No.: 02-02-15-326-003.000-057:

Windover Sec I Lot 7
Address: 1212 Windover Court
Current Owner: Dan V. Thompson

Allen County Parcel No.: 02-02-15-327-001.000-057:

Windover Sec I Lot
Address: 1217 Windover Court
Current Owner: Jeffrey L. & Judy M. Gilbert

Allen County Parcel No.: 02-02-15-327-002.000-057:

Windover Sec I Lot 9
Address: 1221 Windover Court
Current Owner: Charles L. Kalsted & Ann T. Scannell

Allen County Parcel No.: 02-02-15-326-004.000-057:

Windover Sec I Lot 6
Address: 1234 Windover Court
Current Owner: Thomas J. & Lois A. Ehle

Allen County Parcel No.: 02-02-15-327-003.000-057:

Windover Sec I Lot 10
Address: 1305 Windover Court
Current Owner: Mark Duhaime & Louise M. Moore

Allen County Parcel No.: 02-02-15-326-005.000-057:

Windover Sec I Lot 5
Address: 1310 Windover Court
Current Owner: Timothy M. & Cynthia J. Goodman

Allen County Parcel No.: 02-02-15-326-006.000-057:

Windover Sec I Lot 4
Address: 1318 Windover Court
Current Owner: Ryan & Jessica A. Ottenweller

Allen County Parcel No.: 02-02-15-327-004.000-057:

Windover Sec I Lot 11
Address: 1319 Windover Court
Current Owner: Eric T. & Connie S. Steinman

Allen County Parcel No.: 02-02-15-326-007.000-057:

Windover Sec I Lot 3
Address: 1330 Windover Court
Current Owner: Zoltan Mayer & Judit Rakovits

Allen County Parcel No.: 02-02-15-327-005.000-057:

Windover Sec I Lot 12
Address: 1333 Windward Court
Current Owner: Frank B. Carlo

Allen County Parcel No.: 02-02-15-326-009.000-057:

Windover Sec I Lot 1
Address: 15303 Windover Trail
Current Owner: Robert C. & Linda A. Fruchey

Allen County Parcel No.: 02-02-15-328-002.000-057:

Windover Sec 1 Lot 14
Address: 15320 Windover Trail
Current Owner: Richard L. Worden Jr.

Allen County Parcel No.: 02-02-15-326-008.000-057:

Windover Sec 1 Lot 2
Address: 15323 Windover Trail
Current Owner: Jon W. Sr. & Susan F. Anderson

Allen County Parcel No.: 02-02-15-328-001.000-057:

Windover Sec 1 Lot 13
Address: 15336 Windover Trail
Current Owner: Stephen E. & Jayne A. Notestine

Allen County Parcel No.: 02-02-15-402-004.000-057:

Windover Sec 2 Lot 21
Address: 15504 Windover Trail
Current Owner: Leonard N. & Patricia A. Willing

Allen County Parcel No.: 02-02-15-401-003.000-057:

Windover Sec 2 Lot 15
Address: 15507 Windover Trail
Current Owner: David E. Carrion Sr.

Allen County Parcel No.: 02-02-15-402-003.000-057:

Windover Sec 2 Lot 20
Address: 15514 Windover Trail
Current Owner: Larry & Sharon Brososky

Allen County Parcel No.: 02-02-15-401-002.000-057:

Windover Sec 2 Lot 16
Address: 15517 Windover Trail
Current Owner: Wendy D. Rotering (fka Wendy D. Lafever)

Allen County Parcel No.: 02-02-15-402-002.000-057:

Windover Sec 2 Lot 19
Address: 15522 Windover Trail
Current Owner: Paul M. Mainor & Susanne M. Guitard

Allen County Parcel No.: 02-02-15-401-001.000-057:

Windover Sec 2 Lot 17
Address: 15529 Windover Trail
Current Owner: Steven Paul Judith Ann Cormany

Allen County Parcel No.: 02-02-15-402-001.000-057:

Windover Sec 2 Lot 18
Address: 15532 Windover Trail
Current Owner: Henry W. & Judith P. Kiess

Allen County Parcel No.: 02-02-15-376-001.000-057:

Windward Hills Lot 2
Address: 1107 Windward Court
Current Owner: Maynard D. & Lydia L. Fisher

Allen County Parcel No.: 02-02-15-376-003.000-057:

Windward Hills Lot 3
Address: 1114 Windward Court
Current Owner: John K. & Kayetta B. McGinn

Allen County Parcel No.: 02-02-15-376-004-000-057:

Windward Hills Lot 4
Address: 1122 Windward Court
Current Owner: Thomas B. & Wendy L. Metzger

Allen County Parcel No.: 02-02-22-126-001.000-057:

Windward Forest Lot 23
Address: 14911 Windward Road
Current Owner: Gerald H. Taylor

Allen County Parcel No.: 02-02-22-127-001.000-057:

Windward Forest Lot 1
Address: 14912 Windward Road
Current Owner: Jay Henry & Barbara Jean Vandcrmark

Allen County Parcel No.: 02-02-15-377-008.000-057:

Windward Hills Lot 11
Address: 14926 Windward Road
Current Owner: Brian R. & Marjorie J. Vanderford

Allen County Parcel No.: 02-02-15-377-007.000-057:

Windward Hills Lot 12
Address: 15004 Windward Road
Current Owner: Jack M. & Holly S. Allen

Allen County Parcel No.: 02-02-15-377-006.000-057:

Windward Hills Lot 13
Address: 15018 Windward Road
Current Owner: Kevin C. & Jennifer K. Colby

Allen County Parcel No.: 02-02-15-376-006.000-057:

Windward Hills Lot 6
Address: 15023 Windward Road
Current Owner: Michael S. & Christine M. Bahan

Allen County Parcel No.: 02-02-15-377-005.000-057:

Windward Hills Lot 14
Address: 15030 Windward Road
Current Owner: John & Diane M. Beuchel

Allen County Parcel No.: 02-02-15-376-005.000-057:

Windward Hills Lot 5
Address: 15105 Windward Road
Current Owner: Roger D. & Rosalynn M. Holbrook

Allen County Parcel No.: 02-02-15-377-004.000-057:

Windward Hills Lot 15
Address: 15110 Windward Road
Current Owner: Ronald L. & Karie A. Miller

Allen County Parcel No.: 02-02-15-377-003.000-057:

Windward Hills Lot 16
Address: 15130 Windward Road
Current Owner: Eric G. & Jessica L. Johnson

Allen County Parcel No.: 02-02-15-377-002.000-057:

Windward Hills Lot 17
Address: 15208 Windward Road
Current Owner: Brian D. & Carrie L. Baker

Allen County Parcel No.: 02-02-15-376-002.000-057:

Windward Hills Lot 1
Address: 15217 Windward Road
Current Owner: Karl W. & Lisa F. Pulver

Allen County Parcel No.: 02-02-15-377-001.000-057:

Windward Hills Lot 18
Address: 15228 Windward Road
Current Owner: Mark A. & Peggy R. Howey

Allen County Parcel No.: 02-02-14-301-009.000-057:

Woodcliffe Estates Sec 1 Lot 1
Address: 15307 Woodcliffe Trail
Current Owner: Michael K. & Barbara I. Montgomery

Allen County Parcel No.: 02-02-14-304-001.000-057:

Woodcliffe Estates Sec 1 Lot 14
Address: 15308 Woodcliffe Trail
Current Owner: Judith K. Grueb L/Est

Allen County Parcel No.: 02-02-14-304-003.000-057:

Woodcliffe Estates Sec 1 Lot 12
Address: 15404 Woodcliffe Trail
Current Owner: Chad E. Smith

Allen County Parcel No.: 02-02-14-304-002.000-057:

Woodcliffe Estates Sec 1 Lot 13
Address: 15516 Woodcliffe Trail
Current Owner: Steve Lynn Harms

EXHIBIT B

WAIVER OF RIGHT TO REMONSTRATE AGAINST ANNEXATION

Cross Reference to Document(s)

Address of Property Served

Legal Description

1. The undersigned is the owner ("Owner") of certain real estate, described above and recorded in the office of the Recorder of Allen County, Indiana, at the cross reference document(s) listed above ("Real Estate"), which Real Estate is located outside the City of Fort Wayne, Indiana.
2. For the benefit of and in consideration of having sewage from the Real Estate conveyed and treated by the City of Fort Wayne's sanitary sewer system, Owner hereby expressly waives the right to remonstrate against any pending or future annexation of any part or all of the Real Estate into the corporate limits of the City of Fort Wayne, Indiana.
3. The terms and provisions of this Waiver of Right to Remonstrate Against Annexation shall be binding upon Owner and its successors, nominees and assigns in title to the Real Estate, and shall run with the Real Estate.

(Company Name if Applicable) _____

By: _____

By: _____

STATE OF _____)
) SS
COUNTY OF _____)

ACKNOWLEDGEMENT

Before me, a Notary Public, in and for said State and County, personally appeared the within named _____, who being first duly sworn upon his/her oath states that he/she is the owner or authorized representative of the owner of the Real Estate described herein, and as such duly authorized to execute the foregoing Waiver of Right to Remonstrate Against Annexation.

WITNESS my hand and seal this _____ day of _____, 2012.

My Commission Expires _____

Signature _____

Resident of _____ County

Printed Name _____

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

This instrument prepared by Craig Berndt, Fort Wayne City Utilities March 2012