

**RESOLUTION 2021-7**

**A RESOLUTION RATIFYING SETTLEMENT AGREEMENT**

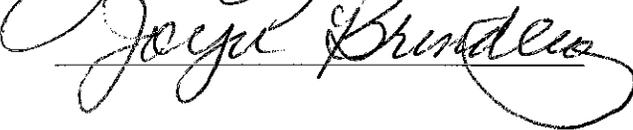
WHEREAS, the Town of Westport and William D. Brown and Kathy L. Brown executed a Settlement Agreement dated December 6, 2021 to compromise and otherwise settle any and all disputes existing and potentially existing between the parties relating to the grant of Permanent Water Main Non-Exclusive Easements and the Temporary Water Main Non-Exclusive Easements to Westport on parcels of real property now owned by William D. Brown and Kathy L. Brown;

NOW, THEREFORE BE IT RESOLVED, that the Westport Town Council of the Town of Westport, Indiana ratifies the Settlement Agreement dated December 6, 2021 between the Town of Westport and William D. Brown and Kathy L. Brown. An executed copy of the Settlement Agreement is attached hereto and the terms of said Agreement are incorporated herewith.

ADOPTED AND PASSED by the Town Council of the Town of Westport, Indiana, this 13th day of December, 2021.

Ayes

Nays

  
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Presented to me by the Town Council of Westport, Indiana on this 13th day of December, 2021.

  
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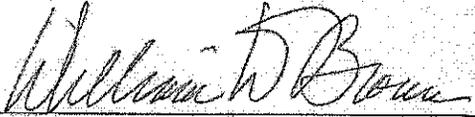
Gloria Alumbaugh  
Clerk-Treasurer

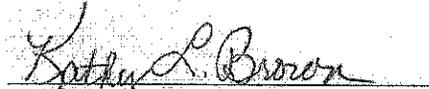
## SETTLEMENT AGREEMENT

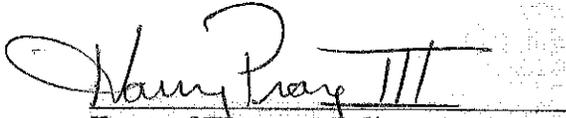
Comes now the Town of Westport, Indiana (hereinafter "Westport"), and come now William D. Brown and Kathy L. Brown (hereinafter "the Browns") (collectively "the Parties") and enter into this Settlement Agreement for the purpose of compromising and otherwise settling any and all disputes between the parties related to easements granted to the Town on real property owned by the Browns and, in support of said agreement, state the following:

1. Westport received Permanent Water Main Non-Exclusive Easements and Temporary Water Main Non-Exclusive Easements (the "easements") on parcels of real property now owned by William D. Brown and Kathy L. Brown to erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove a water main and related appurtenances over, across, and through said parcels of real property. The instrument numbers for the easements referenced in this agreement are as follows: 202104865, 202104866, 202104867, and 202104868.
2. Westport agrees to pay to the Browns and the Browns agree to receive the sum of \$2,500.00 to compromise and otherwise settle any and all disputes existing and potentially existing between the parties relating to the grant of the Permanent Water Main Non-Exclusive Easements and the Temporary Water Main Non-Exclusive Easements to Westport on parcels of real property now owned by William D. Brown and Kathy L. Brown.
3. The parties further acknowledge and agree that additional excavation outside of the area described in the easements will need to be performed on the Browns' property to access the meter pit (the "connection area") in order to connect the Browns' existing system to the high pressure system that is being installed by the Town in the easement area. The Parties agree that the enumerated provisions (paragraphs 1-13) under the existing easements shall apply only to the work performed in the connection area to facilitate the connection.
4. This agreement binds and inures to the benefit of the Parties, their respective heirs, successors and assigns.
5. This Settlement Agreement shall be interpreted, governed by and enforced in accordance with the laws of the State of Indiana.
6. This Settlement Agreement contains the entire understanding between the Parties with respect to the subject matter hereof and all representations, promises and prior or contemporaneous understandings between the Parties with respect to the subject matter hereof are merged herein and express herein. This Settlement Agreement shall not be amended, modified or supplemented without further written agreement of the Parties.
7. The Town shall make the payment required herein no more than seven (7) days from the date of the execution of this agreement.

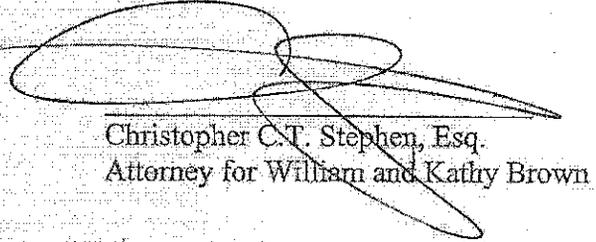
ALL OF WHICH IS AGREED this \_\_\_\_\_ day of December, 2021.

  
\_\_\_\_\_  
William D. Brown

  
\_\_\_\_\_  
Kathy L. Brown

  
\_\_\_\_\_  
Town of Westport, Indiana  
Harry Pray III, President  
Westport Town Council

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Alex R. Whitted, Esq.  
Attorney for Town of Westport

  
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Christopher C.T. Stephen, Esq.  
Attorney for William and Kathy Brown