

Agenda
Sylvania City Council
May 2, 2011 7:30 p.m.

1. Roll call.
2. Pledge of Allegiance to the United States of America led by Mrs. Westphal.
3. Additions to the agenda.
4. Approval of the April 18 meeting minutes.
5. SOMO Survey Proposal;
 - a. Service Director's report on the proposal of ESA; and,
 - b. proposed Ordinance 33-2011, accepting the proposal of ESA to provide a topographic survey of the City-owned property in the South of Monroe area.
6. Sylvania River Trail;
 - a. Service Director's report and update;
 - b. proposed Ordinance 34-2011, entering into an Environmental Covenant with the Ohio EPA relative to the Sylvania River Trail project.
 - c. proposed Ordinance 35-2011, accepting an easement from Louisville Title Agency for the purpose of maintaining and installing a bike path.
7. Storm sewer repair and replacement;
 - a. Service Director's report and recommendation; and,
 - b. proposed Ordinance 36-2011, accepting the proposal from Anderzack-Pitzen in the amount of \$51,390 for the repair and replacement. Copies will be distributed prior to the meeting.
8. Discussion on Miss Ohio signage.
9. Committee reports.
10. Committee referrals.

Information

- A. Zoning Committee meetings notice on the zoning code.
- B. Notice of demolition permit for 6769 Maplewood, Maplewood Elementary School.

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April 18, 2011

The Council of the City of Sylvania, Ohio met in regular session on Monday, April 18, 2011 at 7:30 p.m. with Mayor Craig A. Stough in the chair. Roll was called with the following members present: V. Michael Brown, Katie Cappellini, Doug Haynam, Sandy Husman, Mark Luetke, Todd Milner(6); absent: Mary Westphal, excused by Mayor Stough (1).

Roll call:
Westphal absent,
excused.

Mr. Milner led the Pledge of Allegiance to the United States of America.

Pledge of Alleg.

Mayor Stough stated that Council will now consider agenda item 3.

Requests were made for the following additions to the agenda:

Additions to the
agenda.

- 5a. Criterium bike race.
- 10b. Replacement to Ordinance 27-2011.
- 10c. Ordinance 32-2011.
- 13a. Schedule a Zoning & Annexation Committee meeting.
- 17. Miss Ohio signage.
- 18. Proposed mural painting at Burnham Park.

Mrs. Cappellini moved, Mr. Haynam seconded, to approve the agenda as amended; roll call vote being: Brown, Cappellini, Haynam, Husman, Luetke, Milner (6) yeas; (0) nays. The motion carried.

Mayor Stough stated that Council will now consider agenda item 4.

Mr. Milner presented the April 4 minutes. Mr. Milner moved, Mrs. Husman seconded, that since the Mayor, members of Council, and others had been furnished copies of these minutes prior to this meeting, Council dispense with the reading of these minutes at this time, and the journal of the minutes of the regular meeting of April 4, 2011 be approved as submitted, provided there are no amendments from other members of Council; roll call vote being: Cappellini, Haynam, Husman, Luetke, Milner, Brown (6) yeas; (0) nays. The motion carried.

Approval of the
April 4 minutes.

Mayor Stough stated that Council will now consider agenda item 5.

Mayor Stough presented framed Resolution No. 7-2011 to the Southview Cougarettes Dance Team, and Coach Heather Smith in commendation of their First Place finish in the Jazz Division in the state competition.

Cougarettes
Resolution.

John Card, San Benito, was present and explained a Criterium bike race which is a course of less than one mile usually set in historic neighborhoods. The group wants to

Criterium Race,
August 7.

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have the race August 7 in the neighborhood around Burnham Park. Economic Development/Administrative Services Coordinator Bill Sanford reported that letters were sent to 75 households in the area around the park and he received one negative response. Police Chief Bill Rhodus said that residents will be accommodated, and will be given access to their driveways. Mr. Card said that Frank Kistler is sponsoring the event and will provide financial supports for extra police. Mr. Haynam moved, Mrs. Cappellini seconded, to endorse the Criterium Race with the understanding that Bill Sanford will be the point person in coordinating it, and will update Council; roll call vote being: Haynam, Husman, Luetke, Milner, Brown, Cappellini (6) yeas; (0) nays. The motion carried.

Mayor Stough stated that Council will now consider agenda item 6.

Mr. Brown presented and read aloud by title only, for the Second Reading, proposed Ordinance No. 16-2011, a written copy of same having been previously furnished to each member of Council, "Authorizing a lease between the City of Sylvania, as lessor, and New Cingular Wireless PCS, LLC, a Delaware Limited Liability Company, as lessee, of a portion of the water tower within Burnham Park and additional land in Burnham Park, for the purpose of installing, constructing, maintaining, repairing, operating, altering, inspecting and removing communications fixtures, determining said City owned property not to be needed for municipal purposes during the time of the proposed lease; authorizing the Mayor and Director of Finance to sign such a lease on behalf of the City of Sylvania, Ohio; and declaring an emergency." Mr. Brown moved, Mr. Milner seconded, that Council dispense with the Third Reading of said Ordinance; roll call vote being: Husman, Luetke, Milner, Brown, Cappellini (5) yeas; Haynam (1) nay. The motion carried.

Ordinance 16-2011, "Authorizing a lease.. New Cingular Wireless ...water tower... Burnham Park..."

Mr. Brown moved, Mr. Milner seconded, that Ordinance No. 16-2011 be enacted as an emergency measure as declared therein. Mr. Haynam said he is voting against the ordinance as he has specific concerns about some of the terms and conditions, among them that the lease can be renewed for 25 years, and this is longer than the expected life of the water tower, and that the City may have to reimburse the company should there be loss of service. Law Director James Moan replied that the terms are the same that the City has with other tower tenants. The aggregate revenue is \$183,000 for the first five years. Mrs. Husman suggested that some of the funds be set aside to restore the park. Vote on the motion for final passage being: Luetke, Milner, Brown, Cappellini, Husman (5) yeas; Haynam (1) nay. The motion carried.

Mayor Stough stated that Council will now consider agenda item 7.

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Mr. Milner presented and read aloud by title only, proposed Ordinance No. 23-2011, a written copy of same having been previously furnished to each member of Council, "An Ordinance to approve, adopt and enact current replacement pages to the Codified Ordinances; to repeal ordinances in conflict therewith; to publish the enactment of new matter; and declaring an emergency." Mr. Milner moved, Mr. Luetke seconded, that Council dispense with the Second and Third Readings of said Ordinance; roll call vote being: Milner, Brown, Cappellini, Haynam, Husman, Luetke (6) yeas; (0) nays. The motion carried.

Ordinance 23-2011, "...approve, adopt and enact... replacement pages ...Codified Ordinances..."

Mr. Milner moved, Mr. Luetke seconded, that Ordinance No. 23-2011 be enacted as an emergency measure as declared therein; roll call vote being: Brown, Cappellini, Haynam, Husman, Luetke, Milner (6) yeas; (0) nays. The motion carried.

Mayor Stough stated that Council will now consider agenda item 8.

Service Director Jeffrey Ballmer's reports on the bids received for the Highland Meadows and Griffith Park Improvements, and the proposal for daily construction inspection for the project were placed on file. Mr. Brown presented and read aloud by title only, proposed Ordinance No. 24-2011, a written copy of same having been previously furnished to each member of Council, "Accepting the bid of PHC, Inc., and awarding the contract for the Highland Meadows and Griffith Park Improvements Project to same; authorizing the expenditure for the improvements in the amount of \$1,275,701.35; appropriating funds therefore; and declaring an emergency." Mr. Brown moved, Mr. Milner seconded, that Council dispense with the Second and Third Readings of said Ordinance; roll call vote being: Cappellini, Haynam, Husman, Luetke, Milner, Brown (6) yeas; (0) nays. The motion carried.

Ordinance 24-2011, "Accepting the bid of PHC... Highland Meadows and Griffith Park Improvements..."

Mr. Brown moved, Mr. Haynam seconded, that Ordinance No. 24-2011 be enacted as an emergency measure as declared therein; roll call vote being: Haynam, Husman, Luetke, Milner, Brown, Cappellini (6) yeas; (0) nays. The motion carried.

Mr. Brown presented and read aloud by title only, proposed Ordinance No. 25-2011, a written copy of same having been previously furnished to each member of Council, "Accepting the proposal of Northwest Consultants, Inc., to provide construction inspection for the Highland Meadows and Griffith Park Improvements - East Phase; appropriating funds therefore in an amount not to exceed \$91,248; and declaring an emergency." Mr. Brown moved, Mr. Luetke seconded, that Council dispense with the Second and Third Readings of said Ordinance; roll call vote being: Husman, Luetke, Milner, Brown, Cappellini, Haynam (6) yeas; (0) nays. The motion carried.

Ordinance 25-2011, "Accepting the proposal of Northwest Consultants... inspection... Highland Meadows Griffith Park..."

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Mr. Brown moved, Mrs. Husman seconded, that Ordinance No. 25-2011 be enacted as an emergency measure as declared therein; roll call vote being: Luetke, Milner, Brown, Cappellini, Haynam, Husman (6) yeas; (0) nays. The motion carried.

Mayor Stough stated that Council will now consider agenda item 9.

Mr. Brown presented and read aloud by title only, proposed Ordinance No. 26-2011, a written copy of same having been previously furnished to each member of Council, "Authorizing the Mayor and Director of Finance, on behalf of the City of Sylvania, Ohio, to enter into an agreement with Stephen G. Scarvellis Builder, LLC, developers in Sylvania Township, Lucas County, Ohio, relative to the connection of others to a sanitary sewer line constructed by developer along Corey Road; and declaring an emergency." Mr. Brown moved, Mr. Luetke seconded, that Council dispense with the Second and Third Readings of said Ordinance; roll call vote being: Milner, Brown, Cappellini, Haynam, Husman, Luetke (6) yeas; (0) nays. The motion carried.

Ordinance 26-2011, "...agreement...Scarvellis Builder...sanitary sewer..."

Mr. Brown moved, Mr. Milner seconded, that Ordinance No. 26-2011 be enacted as an emergency measure as declared therein; roll call vote being: Brown, Cappellini, Haynam, Husman, Luetke, Milner (6) yeas; (0) nays. The motion carried.

Mayor Stough stated that Council will now consider agenda item 10.

Mayor Stough presented the scope of increases in the work of JDRM Engineering for the engineering of the relocation of utility services on Monroe Street in downtown. Mr. Luetke presented and read aloud by title only, proposed Ordinance No. 27-2011, a written copy of same having been previously furnished to each member of Council, "Accepting the proposal of JDRM Engineering, Inc., to provide engineering design for the Monroe Street Utilities Relocation Project; appropriating funds therefore in the amount of \$19,740; and declaring an emergency." Mr. Luetke moved, Mr. Milner seconded, that Council dispense with the Second and Third Readings of said Ordinance; roll call vote being: Cappellini, Haynam, Husman, Luetke, Milner, Brown (6) yeas; (0) nays. The motion carried.

Ordinance 27-2011, "Accepting the proposal of JDRM Engineering... design for the Monroe Street Utilities Relocation..."

Mr. Luetke moved, Mr. Brown seconded, that Ordinance No. 27-2011 be enacted as an emergency measure as declared therein; roll call vote being: Haynam, Husman, Luetke, Milner, Brown, Cappellini (6) yeas; (0) nays. The motion carried.

Mr. Luetke presented and read aloud by title only, proposed Ordinance No. 32-2011, a written copy of same having been previously furnished to each member of Council, "Accepting the proposal of Poggemeyer Design Group, Inc., to provide downtown planning services to assist the City in preparing a Downtown Plan; appropriating funds

Ordinance 32-2011, "Accepting the proposal of Poggemeyer..."

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therefore in an amount not to exceed \$30,000; and declaring an emergency.” Mr. Luetke moved, Mrs. Husman seconded, that Council dispense with the Second and Third Readings of said Ordinance; roll call vote being: Husman, Luetke, Milner, Brown, Cappellini, Haynam (6) yeas; (0) nays. The motion carried.

downtown
planning services
...”

Mr. Luetke moved, Mrs. Husman seconded, that Ordinance No. 32-2011 be enacted as an emergency measure as declared therein; roll call vote being: Luetke, Milner, Brown, Cappellini, Haynam, Husman (6) yeas; (0) nays. The motion carried.

Mayor Stough stated that Council will now consider agenda item 11.

It was noted that the following ordinances increase some fees to recover costs to the City, and will not increase revenue. Mr. Brown presented and read aloud by title only, proposed Ordinance No. 28-2011, a written copy of same having been previously furnished to each member of Council, “Amending Chapter 735 of the Sylvania Codified Ordinances by amending Section 735.03 - Sales on Private Property; license; registration; and declaring an emergency.” Mr. Brown moved, Mr. Haynam seconded, that Council dispense with the Second and Third Readings of said Ordinance; roll call vote being: Milner, Brown, Cappellini, Haynam, Husman, Luetke (6) yeas; (0) nays. The motion carried.

Ordinance 28-
2011, “Amending
Chapter 735...
Sales on Private
Property...”

Mr. Brown moved, Mrs. Husman seconded, that Ordinance No. 28-2011 be enacted as an emergency measure as declared therein; roll call vote being: Brown, Cappellini, Haynam, Husman, Luetke, Milner (6) yeas; (0) nays. The motion carried.

Mr. Milner presented and read aloud by title only, proposed Ordinance No. 29-2011, a written copy of same having been previously furnished to each member of Council, “Amending Chapter 755 of the Sylvania Codified Ordinances by amending Section 755.05 - False Alarms; fees, exceptions; and declaring an emergency.” Mr. Milner moved, Mr. Haynam seconded, that Council dispense with the Second and Third Readings of said Ordinance; roll call vote being: Cappellini, Haynam, Husman, Luetke, Milner, Brown (6) yeas; (0) nays. The motion carried.

Ordinance 29-
2011, “Amending
Chapter 755...
False Alarms...”

Mr. Milner moved, Mrs. Husman seconded, that Ordinance No. 29-2011 be enacted as an emergency measure as declared therein; roll call vote being: Haynam, Husman, Luetke, Milner, Brown, Cappellini (6) yeas; (0) nays. The motion carried.

Mr. Haynam presented and read aloud by title only, proposed Ordinance No. 30-2011, a written copy of same having been previously furnished to each member of Council, “Amending Chapter 351 of the Sylvania Codified Ordinances by amending Section 351.20 - Offenses and Fines for which payment may be made to City under certain

Ordinance 30-
2011, “Amending
Chapter 351...
Offenses and

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conditions; and declaring an emergency.” Mr. Haynam moved, Mr. Luetke seconded, that Council dispense with the Second and Third Readings of said Ordinance; roll call vote being: Husman, Luetke, Milner, Brown, Cappellini, Haynam (6) yeas; (0) nays. The motion carried. Fines....”

Mr. Haynam moved, Mrs. Husman seconded, that Ordinance No. 30-2011 be enacted as an emergency measure as declared therein; roll call vote being: Luetke, Milner, Brown, Cappellini, Haynam, Husman (6) yeas; (0) nays. The motion carried.

Mayor Stough stated that Council will now consider agenda item 12.

Mr. Milner presented and read aloud by title only, proposed Ordinance No. 31-2011, a written copy of same having been previously furnished to each member of Council, “Authorizing the Mayor and Director of Finance to enter into an agreement on behalf of the City of Sylvania between the City of Sylvania and the Board of Lucas County Commissioners for the Suburban Court Services Program; agreeing to participate in funding a portion of the local share for Suburban Courts’ Services; appropriating \$25,000 therefore; and declaring an emergency.” Mr. Milner moved, Mrs. Husman seconded, that Council dispense with the Second and Third Readings of said Ordinance; roll call vote being: Milner, Brown, Cappellini, Haynam, Husman, Luetke (6) yeas; (0) nays. The motion carried. Ordinance 31-2011, “...enter into an agreement... Suburban Court Services...”

Mr. Milner moved, Mr. Luetke seconded, that Ordinance No. 31-2011 be enacted as an emergency measure as declared therein; roll call vote being: Brown, Cappellini, Haynam, Husman, Luetke, Milner (6) yeas; (0) nays. The motion carried.

Mayor Stough stated that Council will now consider agenda item 13.

Mr. Haynam presented the Planning Commission’s recommendations on the proposed zoning code changes. He said the Zoning & Annexation Committee will meet prior to the public hearing to discuss the recommendations. The Zoning & Annexation Committee will meet on May 16 at 5:30 p.m., and on May 23 at 4:00 p.m. if a second meeting is necessary. Zoning Comm. meets May 16, 5:30 p.m., May 23, 4:00 p.m.

Mr. Haynam moved, Mr. Luetke seconded, to set the public hearing for the zoning code changes for June 6 at 6:00 p.m., and to authorize the clerk to advertise for same; roll call vote being: Cappellini, Haynam, Husman, Luetke, Milner, Brown (6) yeas; (0) nays. The motion carried. June 6, 6:00 p.m. public hearing for zoning changes.

Mayor Stough stated that Council will now consider agenda item 14.

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Mr. Haynam presented the Planning Commission's recommendation for zoning ordinance amendment petition no. PD-1-2011, Tam O'Shanter. Mr. Haynam moved, Mr. Luetke seconded, to set the public hearing date for June 6 at 7:20 p.m., and to authorize the clerk to advertise for same; roll call vote being: Haynam, Husman, Luetke, Milner, Brown, Cappellini (6) yeas; (0) nays. The motion carried. June 6, 7:20 p.m. public hearing for PD-1-2011.

There were no items for 15 and 16, and Mayor Stough stated that Council will now consider agenda item 17.

There was discussion on signage to recognize Becky Minger as Miss Ohio. The Service Director will consider the options and make a recommendation. Honorary signage.

Mayor Stough stated that Council will now consider agenda item 18.

Mrs. Cappellini said the wall around Burnham Park is due to be painted, and the Hudson Gallery suggest doing a few sections in a mural. Northview and Southview art teachers will be asked to recommend students to do the artwork. Council agreed and will have final approval. Burnham Park mural.

Mayor Stough stated that all items on the agenda had been considered. Mr. Haynam moved, Mr. Brown seconded, that this meeting adjourn; all present voting yea (6); (0) nays. The motion carried and the meeting adjourned at 9:20 p.m. Adjournment.

Clerk of Council

Mayor



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City Of Sylvania

DEPARTMENT OF PUBLIC SERVICE

JEFFREY P. BALLMER, PE. PS. DIRECTOR

April 29, 2011

To: The Mayor and Members of Sylvania City Council

Re: **SOMO Survey Proposal**

Dear Mr. Mayor and Council Members:

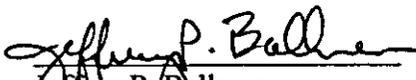
After a recent charrette regarding the SOMO property, we thought that some current topographic data would be useful as we continue to look at this site for possible development.

Since we have designed the River Trail along this section, the Nelms Building has been torn down and parking areas removed, the Bible Book Store and parking have been removed, changing the landscape.

We feel that an up-to-date topo survey with current elevations, utilities located and easements shown will enable the design team to accurately place future buildings, drives, parking, greenscape and landscaping and enable them to provide better estimates for construction and development costs.

We have received a proposal from ESA to provide a topographic survey of the City-owned property and a portion of the Wingate site in the SOMO area. Their fee will be \$6,700.

Very truly yours,


Jeffrey P. Ballmer
Director of Public Service
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ORDINANCE NO. 33 -2011

ACCEPTING THE PROPOSAL OF ESA TO PROVIDE A TOPOGRAPHIC SURVEY OF THE CITY-OWNED PROPERTY IN THE SOUTH OF MONROE (SOMO) AREA; APPROPRIATING FUNDS THEREFORE IN THE AMOUNT OF \$6,700; AND DECLARING AN EMERGENCY.

WHEREAS, a charette was recently held regarding the City-owned property located South of Monroe Street and known as the SOMO area; and

WHEREAS, since some topographical changes have occurred through the demolition of the Nelms Building and Bible Book Store and both parking areas removed, an up-to-date topographical survey with current elevations, utilities located and easements shown is necessary so that the design team can most accurately plan for the development of the property; and,

WHEREAS, the Department of Public Service has solicited a proposal from ESA to provide a topographic survey of the City-owned property and a portion of the Wingate site in the SOMO area at a cost of Six Thousand Seven Hundred Dollars (\$6,700); and,

WHEREAS, the Director of Public Service, by report dated April 29, 2011, has recommended the acceptance of above proposal.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Sylvania, Lucas County, Ohio, _____ members elected thereto concurring:

SECTION 1. That the proposal of ESA for the amount of Six Thousand Seven Hundred Dollars (\$6,700.00) for providing a topographic survey of the City-owned property and a portion of the Wingate site in the SOMO area, is hereby accepted.

SECTION 2. That the Director of Public Service shall promptly give notice to said consultant to proceed under the proposal hereby approved and accepted.

SECTION 3. That to provide funds for said consultant services hereby authorized, there is hereby appropriated from the **CAPITAL IMPROVEMENT FUND** from funds therein not heretofore appropriated to **Account No. 401-7750-53556 – South of Monroe Street Project**, the amount of Six Thousand Seven Hundred Dollars (\$6,700.00).

SECTION 4. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 5. That the Clerk of Council is hereby directed to post a copy of this Ordinance in the Office of the Clerk of Council in the Municipal Building pursuant to ARTICLE III, Section 12, of the Charter of this City.

SECTION 6. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the further reason that the City should provide for the topographic survey at the earliest possible time. Provided this Ordinance receives the affirmative vote of five (5) or more members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force thirty (30) days after it is approved by the Mayor or as otherwise provided by the Charter.

Vote dispensing with the second and third readings: Yeas _____ Nays _____

Passed, _____, 2011, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date



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City Of Sylvania

DEPARTMENT OF PUBLIC SERVICE

JEFFREY P. BALLMER, PE. PS. DIRECTOR

April 28, 2011

To: The Mayor and Members of Sylvania City Council

Re: **Sylvania River Trail**

Dear Mr. Mayor and Council Members:

We are currently waiting for OEPA to issue a permit to work within the wetlands for the River Trail project. Our consultant, JJR, has addressed all of the issues that were raised in the OEPA review and will be submitting all the recommended changes.

One last issue with the OEPA is the conservation easement/covenant which addresses the future protection of the wetlands along the south side of Ten Mile Creek from the Root building parking lot easterly to Harroun Road. This conservation easement will be retained in the name of the City and will be approximately fifty feet wide from the bank of Ten Mile Creek. There will be sections excluded that will allow access to Ten Mile Creek for future pedestrian bridges, paths to the water and maintenance. The easement is a critical part of the OEPA permit.

With the approval and acceptance of an easement from the owners of the Wingate Hotel behind the hotel and the permit from OEPA, this project will be ready to bid. We would expect that the OEPA permit could be issued within the next few weeks.

We would, therefore, request that the Clerk of Council be authorized to advertise for bids upon the issuance of a wetlands permit from OEPA and the recording of the easement from the owners of the Wingate Hotel.

Very truly yours,

Jeffrey P. Ballmer
Director of Public Service
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ORDINANCE NO. 34 -2011

AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO AN ENVIRONMENTAL COVENANT ON BEHALF OF THE CITY OF SYLVANIA, OHIO WITH THE OHIO ENVIRONMENTAL PROTECTION AGENCY RELATIVE TO THE SYLVANIA RIVER TRAIL PROJECT; AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO SIGN SUCH A COVENANT ON BEHALF OF THE CITY OF SYLVANIA, OHIO; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Sylvania is planning to construct a trail along portions of Ten Mile Creek and through Harroun Park; and,

WHEREAS, inasmuch as the construction of the River Trail has environmental implications relating to wetlands, bank stabilization and other issues, JJR, LLC has been working with the Ohio Environmental Protection Agency (“EPA”) to obtain a 401 Water Quality Certification permit; and,

WHEREAS, as part of the permitting process from the Ohio EPA, we are required to enter into an Environmental Covenant with the Ohio EPA; and,

WHEREAS, the Environmental Covenant provides for mitigating the environmental impact on the City property and in conserving and protecting the physical, biological and chemical integrity of Ten Mile Creek; and,

WHEREAS, a copy of said Environmental Covenant is attached hereto as “Exhibit A” and made a part hereof.

NOW, THEREFORE BE IT ORDAINED by the Council of the City of Sylvania, Lucas

County, Ohio, _____ members elected thereto concurring:

SECTION 1. That the Mayor and Director of Finance be, and they hereby are, authorized to enter into an Environmental Covenant with the Ohio Environmental Protection Agency on behalf of the City of Sylvania.

SECTION 2. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3. That the Clerk of Council is hereby directed to post a copy of this Ordinance in the Office of the Clerk of Council in the Municipal Building pursuant to ARTICLE III, Sections 11 and 12, of the Charter of this City.

SECTION 4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the further reason that the Environmental Covenant should be entered into at the earliest possible time. Provided this Ordinance receives the affirmative vote of five (5) or more members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force thirty (30) days after it is approved by the Mayor or as otherwise provided by the Charter.

Vote dispensing with the second and third readings: Yeas _____ Nays _____

Passed, _____, 2011, as an emergency measure.

ATTEST:

President of Council
APPROVED AS TO FORM:

Clerk of Council
APPROVED:

Director of Law

Mayor

Date

ENVIRONMENTAL COVENANT

This Environmental Covenant is entered into pursuant to Ohio Revised Code ("R.C.") §§ 5301.80 to 5301.92 by the City of Sylvania, an Ohio municipal corporation (the "Owner" and "Holder"), having an address of 6730 Monroe St., Sylvania, OH 43560 and the Ohio Environmental Protection Agency ("Ohio EPA"), as a non-holder agency, for the purpose of subjecting certain property ("the Covenant Area") to the activity and use limitations set forth herein.

WHEREAS, the Owner is the owner in fee of certain real property, which contains the Covenant Area and is situated in Lucas County, Ohio, in the Ten Mile Creek watershed;

WHEREAS, the City of Sylvania has proposed to construct a certain project on certain other real property ("City Property"), also located in Lucas County, Ohio ("the Project"), which Project impacts certain surface water features located on the City Property and the approvals for which project required that City obtain a water quality certification pursuant to Section 401 of the Clean Water Act, 33 U.S.C. § 1344 from the Ohio EPA and Nationwide Permit ("NWP") coverage from the Army Corps of Engineers ("the Army Corps");

WHEREAS, in order to mitigate such impacts on the City Property and as a condition of being issued the 401 water quality certification [or state isolated wetland permit], Ohio EPA ID No. 103624 (the "401 Certification") and the NWP, the Army Corps and the Ohio EPA have required that the City obtain mitigation property and to protect this property in perpetuity with an environmental covenant;

WHEREAS, to meet the conditions in the 401 Certification, the City will construct and implement the mitigation requirements contained in the City's 401 Certification and the mitigation plan on a specific area ("the Covenant Area") of the Owner's property;

WHEREAS, the Covenant Area possesses substantial value in conserving and protecting the physical, biological and chemical integrity of Ten Mile Creek and is important in the protection of the existing or designated use of the waters of the state pursuant to § 303 of the Clean Water Act, 33 U.S.C. § 1313 and § 6111.041 of the Ohio Water Pollution Control Act. The specific conservation values (hereinafter "Conservation Values") of the Covenant Area have been documented in a document entitled "Wetland and Stream Mitigation Plan, Sylvania Township, Lucas County, Ohio, Ohio EPA File # 103624, April ____, 2011 "(the "Mitigation Plan").

WHEREAS, the City proposes to fulfill its obligation to ensure the Covenant Area and the Covenant Area's Conservation Values are protected in perpetuity by this Environmental Covenant.

Now therefore, Owner/Holder and Ohio EPA agree to the following:

1. **Environmental Covenant.** This instrument is an environmental covenant developed and executed pursuant to R.C. §§ 5301.80 to 5301.92.

2. **Covenant Area.** The Covenant Area is *[an approximately ____ acre tract of real property; OR real property parcels numbered _____]*, located at ____, in Lucas County, Ohio, and more particularly described in Exhibit A [narrative] and Exhibit B [map] attached hereto and hereby incorporated by reference herein ("the Covenant Area").

3. The Owner/Holder is the fee simple owner of the Covenant Area and the holder of this Environmental Covenant.

4. **Activity and Use Limitations.** As part of the conditions set forth in the 401 Certification issued to the City of Sylvania and given the conservation values of the Covenant Area, the Owner hereby imposes and agrees to comply with the following activity and use limitations on the Covenant Area:

- a. **Division:** Any division or subdivision of the Covenant Area is prohibited;
- b. **Commercial Activities:** Commercial development or industrial activity on the Covenant Area is prohibited;
- c. **Construction:** The placement or construction of any man-made modifications such as buildings, structures, fences, roads and parking lots on the Covenant Area is prohibited, other than construction activities that are authorized by the 401 mitigation plan approved by the Ohio EPA;
- d. **Cutting and Other Control of Vegetation:** Any cutting of trees, ground cover or vegetation, or destroying by means of herbicides or pesticides on the Covenant Area is prohibited, other than the removal or control of invasive and noxious species and control activities that are authorized by the 401 mitigation plan approved by the Ohio EPA;
- e. **Dumping:** Waste, garbage and unsightly or offensive materials are not permitted and may not be accumulated on the Covenant Area; and

- f. **Water Courses:** Natural water courses and streams and adjacent riparian buffers may not be dredged, straightened, filled, channelized, impeded, diverted or otherwise altered on the Covenant Area, other than as part of activities that are authorized by the 401 mitigation plan approved by the Ohio EPA.

5. **Running with the Land.** This Environmental Covenant shall be binding upon the Owner and all assigns and successors in interest, including any Transferee, and shall run with the land, pursuant to R.C. § 5301.85, subject to amendment or termination as set forth herein. The term "Transferee" as used in this Environmental Covenant, shall mean any future owner of any interest in the Covenant Area or any portion thereof, including, but not limited to, owners of an interest in fee simple, mortgages, easement holders, and/or lessees.

6. **Compliance Enforcement.** Compliance with this Environmental Covenant may be enforced pursuant to R.C. § 5301.91 or other applicable law. Failure to timely enforce compliance with this Environmental Covenant or the use limitations contained herein by any party shall not bar subsequent enforcement by such party and shall not be deemed a waiver of the party's right to take action to enforce any provision of this Covenant. Nothing in this Environmental Covenant shall restrict the Director of Ohio EPA from exercising any authority under applicable law in order to protect public health or safety or the environment.

7. **Rights of Access.** Owner hereby grants to Ohio EPA, its agents, contractors, and employees and the Holder or its agents the right of access to the Covenant Area in connection with the implementation or Enforcement of this Environmental Covenant.

8. **Compliance Reporting.** Owner and any Transferee shall submit to Ohio EPA, upon request by the Ohio EPA, written documentation verifying that the activity and use limitations remain in place and are being complied with.

9. **Notice upon Conveyance.** Each instrument hereafter conveying any interest in the Covenant Area or any portion of the Covenant Area shall contain a notice of the activity and use limitations set forth in this Environmental Covenant, and provide the recorded location of this Environmental Covenant. The notice shall be substantially in the following form:

THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL COVENANT, DATED _____, 2011, RECORDED IN THE DEED OR OFFICIAL RECORDS OF THE LUCAS COUNTY RECORDER ON _____, 2011, IN [DOCUMENT _____,] THE ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS:

[In the notice, restate restrictions from Paragraph 4 of this Covenant]

Owner shall notify Ohio EPA within ten (10) days after each conveyance of an interest in any portion of the Covenant Area. Owner's notice shall include the name, address and telephone number of the Transferee, and a copy of the original document that imposed restrictions on the Covenant Area.

10. Representations and Warranties. Owner hereby represents and warrants to the other signatories hereto:

- a. that the Owner is the sole owner of the Covenant Area;
- b. that the Owner holds fee simple title to the Covenant Area that is free, clear and unencumbered and, for example, is not subject to any utility, road or other easement;
- c. that the Owner has the power and authority to enter into this Environmental Covenant, to grant the rights and interests herein provided and to carry out all obligations hereunder; and
- d. that this Environmental Covenant will not materially violate or contravene or constitute a material default under any other agreement, document or instrument to which Owner is a party or by which Owner may be bound or affected.

11. Amendment or Termination. This Environmental Covenant may be amended or terminated only by consent of all of the following: the Owner/Holder or a Transferee and the Ohio EPA, pursuant to R.C. §§ 5301.89 or 5301.90 and other applicable law. "Amendment" means any changes to the Environmental Covenant, including the activity and use limitations set forth herein, or the elimination of one or more activity and use limitations when there is at least one limitation remaining. "Termination" means the elimination of all activity and use limitations set forth herein and all other obligations under this Environmental Covenant. Amendment or termination shall not affect the City's obligations pursuant to the 401 Certification.

This Environmental Covenant may be amended or terminated only by a written instrument duly executed by the Director of Ohio EPA, the Holder/Owner, or Transferee of the Covenant Area or portion thereof, as applicable. Within thirty (30) days of signature by all requisite parties on any amendment or termination of this Environmental Covenant, the Owner or Transferee shall file such instrument for recording with the Lucas County Recorder's Office, and shall provide a true copy of the recorded instrument to Ohio EPA.

12. Severability. If any provision of this Environmental Covenant is found to be unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

13. Governing Law. This Environmental Covenant shall be governed by and interpreted in accordance with the laws of the State of Ohio.

14. Recordation. Within thirty (30) days after the date of the final required signature upon this Environmental Covenant, the Owner shall file this Environmental Covenant for recording, in the same manner as a deed to the property, with the Lucas County Recorder's Office.

15. Effective Date. The effective date of this Environmental Covenant shall be the date upon which the fully executed Environmental Covenant has been recorded as a deed record for the Covenant Area with the Lucas County Recorder.

16. Distribution of Environmental Covenant. The Owner shall distribute a file- and date-stamped copy of the recorded Environmental Covenant to: the Ohio EPA [and any other person designated by Ohio EPA; see ORC § 5301.83].

17. Notice. Unless otherwise notified in writing by or on behalf of the current owner or Ohio EPA, any document or communication required by this Environmental Covenant shall be submitted to:

[title or position]
Division of [_____]
Ohio EPA
P.O. Box 1049
Columbus, Ohio 43216-1049

City of Sylvania
6730 Monroe St.
Sylvania, OH 43560

18. Counterparts. This Covenant may be executed in several counterparts, each of which may be deemed an original, and all of such counterparts together shall constitute one and the same Covenant.

The undersigned representatives of the Owner/Holder represents and certifies that they are authorized to execute this Environmental Covenant.

OHIO ENVIRONMENTAL PROTECTION AGENCY

By: _____
Director

Date: _____

State of Ohio)
) ss:
County of Franklin)

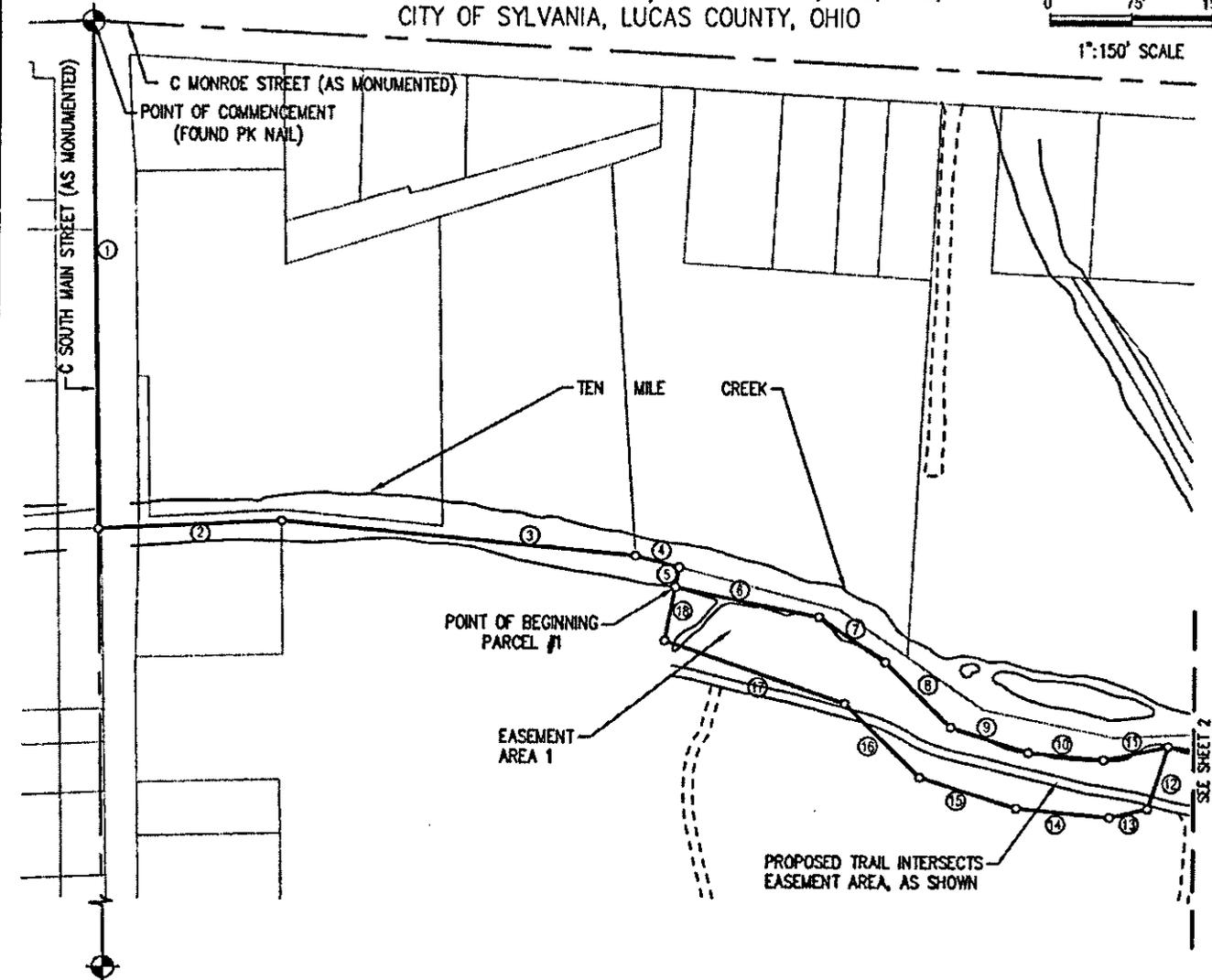
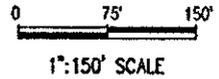
Before me, a notary public, in and for said county and state, personally appeared _____, the Director of Ohio EPA, who acknowledged to me that *[he/she]* did execute the foregoing instrument on behalf of Ohio EPA.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this ____ day of _____, 2011.

Notary Public

EASEMENT EXHIBIT

BEING A PART OF THE NW 1/4 OF SEC. 10, T9S, R6E,
CITY OF SYLVANIA, LUCAS COUNTY, OHIO



SURVEY LEGEND

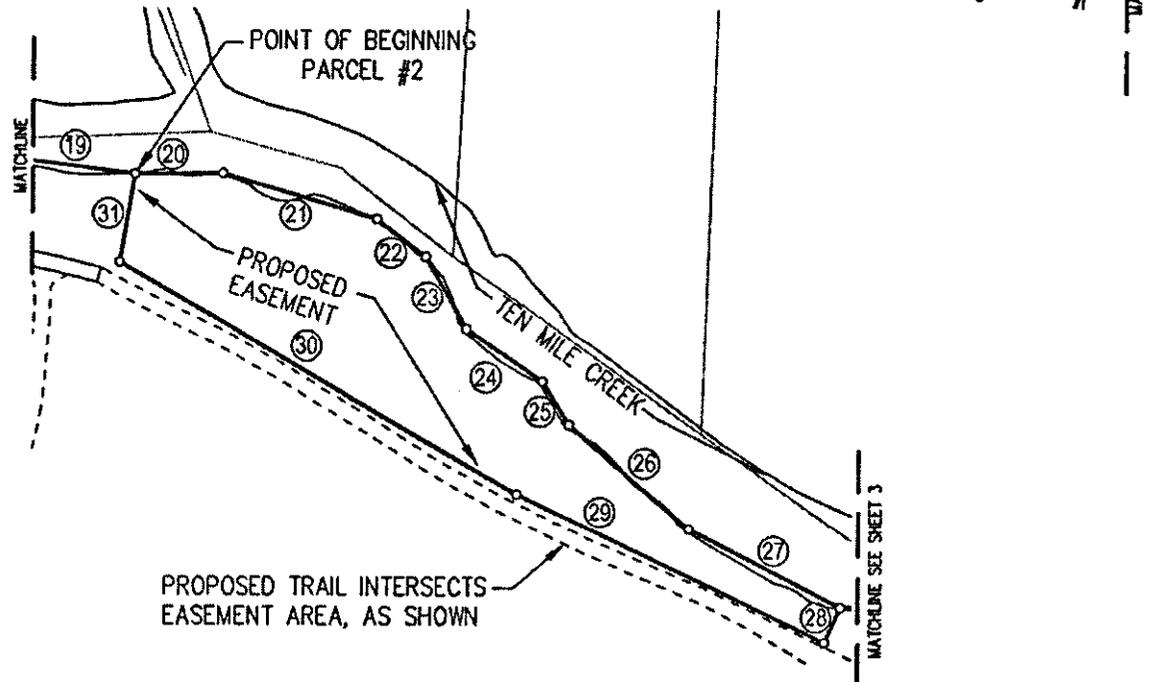
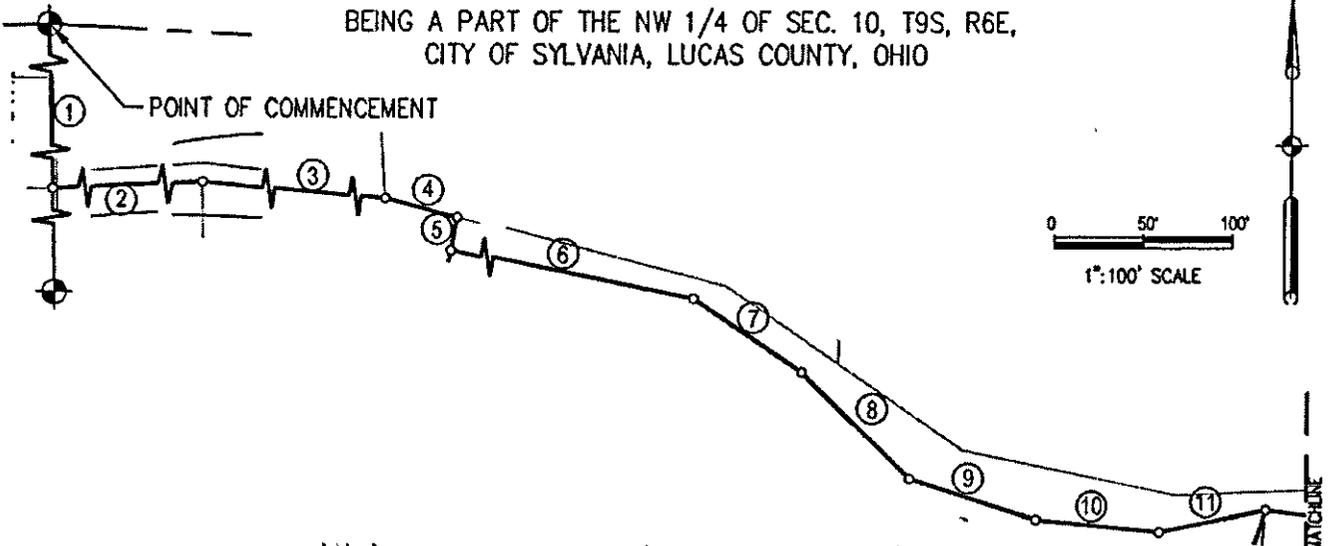
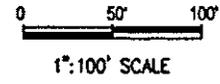
- 16 BEARING AND DISTANCE CALL, SEE TABLE FOR INFORMATION
- ANGLE POINTS
- COMPUTED POSITION
- PROPOSED EASEMENT
- UNPAVED DRIVE
- PAVED DRIVE
- APPROX. STREAM LIMITS
- ROAD CENTERLINE
- MATCHLINE
- PARCEL LINES (TYP.)

PRELIMINARY

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	urban design	JJR, LLC 110 MILLER AVENUE ANN ARBOR, MI 48104	
civil engineering	734.662.4457 T	734.662.0779 F	www.jjr-us.com
environmental science			

EASEMENT EXHIBIT

BEING A PART OF THE NW 1/4 OF SEC. 10, T9S, R6E,
CITY OF SYLVANIA, LUCAS COUNTY, OHIO



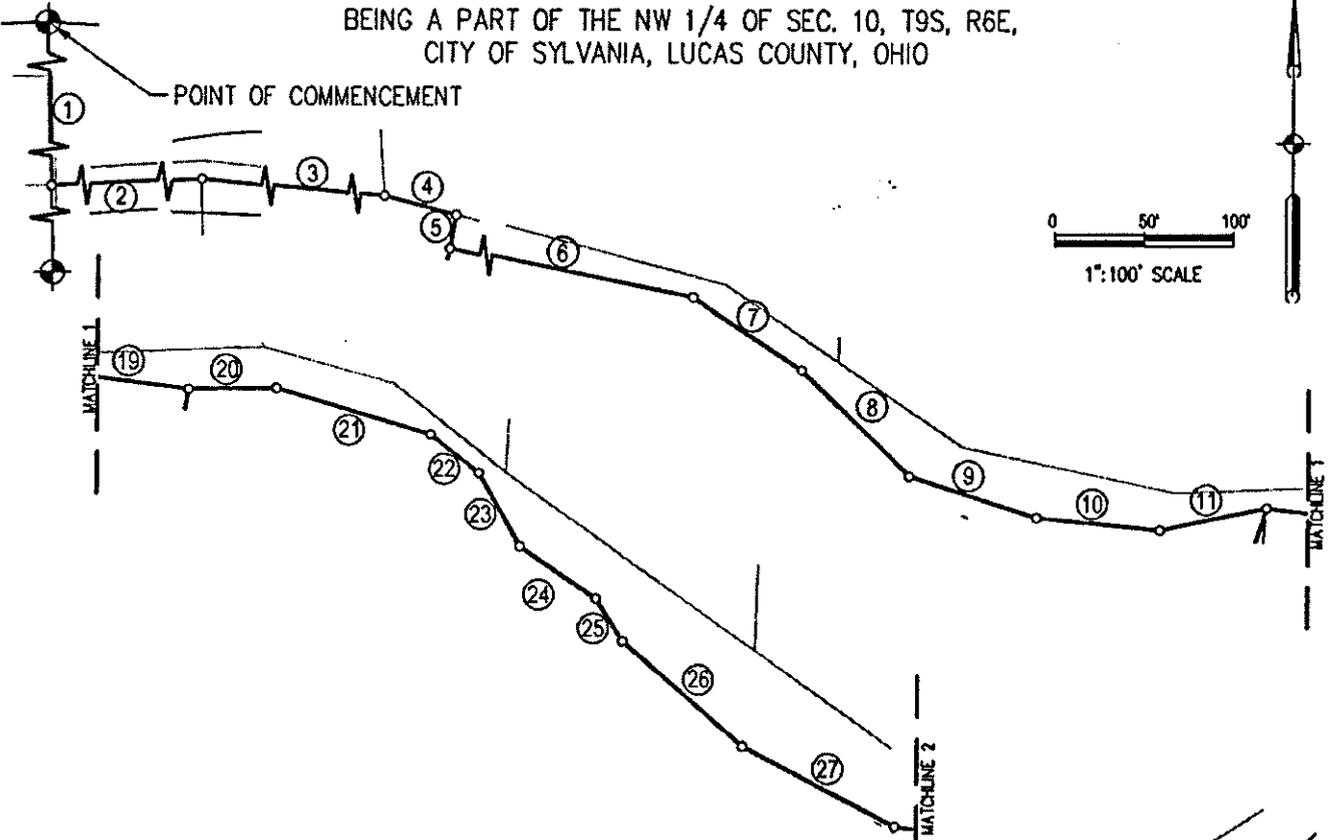
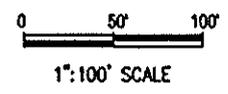
- SURVEY LEGEND**
- (16) BEARING AND DISTANCE CALL, SEE TABLE FOR INFORMATION
 - ⊕ ANGLE POINTS
 - COMPUTED POSITION
 - PROPOSED EASEMENT
 - - - UNPAVED DRIVE
 - PAVED DRIVE
 - APPROX. STREAM LIMITS
 - ROAD CENTERLINE
 - - - MATCHLINE
 - - - PARCEL LINES (TYP.)

PRELIMINARY

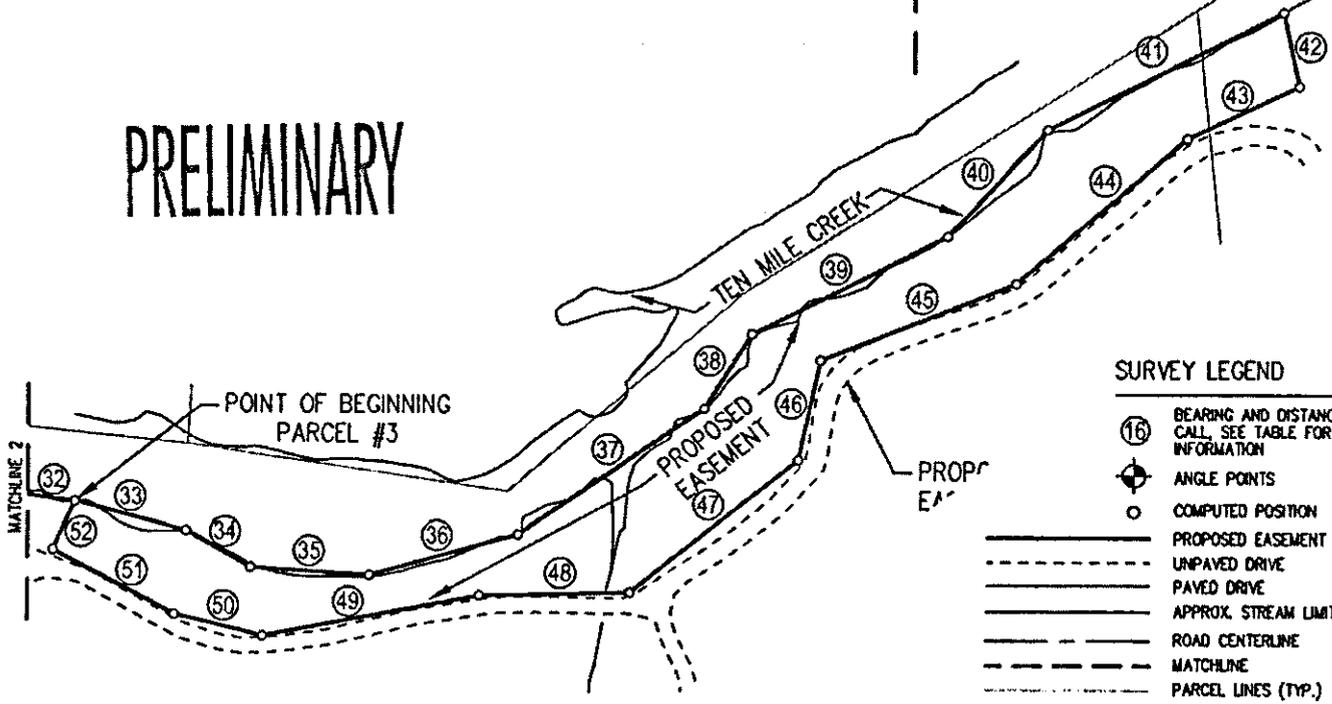
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EASEMENT EXHIBIT

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CITY OF SYLVANIA, LUCAS COUNTY, OHIO



PRELIMINARY



SURVEY LEGEND

- (16) BEARING AND DISTANCE CALL, SEE TABLE FOR INFORMATION
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- PROPOSED EASEMENT
- - - - UNPAVED DRIVE
- PAVED DRIVE
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- - - - MATCHLINE
- - - - PARCEL LINES (TYP.)

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Line Table		
Line #	Direction	Length
1	S1° 01' 37"E	469.18'
2	N87° 08' 01"E	167.73'
3	S84° 35' 16"E	325.49'
4	S75° 10' 29"E	41.61'
5	S10° 32' 21"W	18.99'
6	S78° 18' 53"E	134.98'
7	S56° 11' 31"E	73.54'
8	S45° 37' 15"E	84.80'
9	S71° 57' 44"E	75.06'
10	S84° 24' 21"E	69.41'
11	N78° 12' 36"E	61.36'
12	S18° 28' 29"W	61.51'
13	S77° 07' 28"W	35.90'
14	N84° 24' 21"W	85.98'
15	N71° 57' 44"W	93.24'
16	N45° 37' 15"W	97.20'
17	N71° 03' 47"W	174.87'
18	N10° 32' 21"E	50.23'
19	S82° 44' 29"E	72.54'
20	N89° 13' 26"E	49.49'
21	S73° 24' 39"E	90.47'
22	S51° 40' 33"E	34.57'
23	S29° 20' 28"E	47.19'
24	S55° 30' 13"E	51.63'
25	S32° 05' 29"E	28.36'
26	S48° 45' 12"E	89.73'

Line Table		
Line #	Direction	Length
27	S62° 25' 45"E	96.43'
28	S23° 49' 09"W	21.72'
29	N64° 08' 24"W	192.83'
30	N59° 41' 06"W	258.32'
31	N9° 23' 12"E	50.85'
32	S82° 36' 40"E	31.36'
33	S75° 10' 09"E	64.09'
34	S60° 41' 37"E	41.46'
35	S86° 20' 13"E	66.85'
36	N74° 21' 33"E	86.41'
37	N55° 18' 29"E	125.76'
38	N31° 47' 33"E	50.37'
39	N63° 05' 10"E	122.24'
40	N42° 31' 24"E	82.31'
41	N63° 05' 35"E	147.82'
42	S12° 03' 06"E	42.84'
43	S64° 16' 30"W	69.38'
44	S49° 20' 53"W	125.78'
45	S68° 08' 16"W	117.54'
46	S12° 09' 35"W	58.40'
47	S51° 25' 47"W	120.01'
48	S88° 34' 33"W	83.79'
49	S79° 06' 49"W	123.64'
50	N76° 35' 31"W	50.98'
51	N61° 46' 01"W	76.93'
52	N24° 20' 25"E	29.90'

PRELIMINARY

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EASEMENT EXHIBIT

BEING A PART OF THE NW 1/4 OF SEC. 10, T9S, R6E,
CITY OF SYLVANIA, LUCAS COUNTY, OHIO

All that part of the Northwest 1/4 of Section 10, T9N, R6E, City of Sylvania, Lucas County, Ohio, being described as follows:

EASEMENT AREA 1:

Commencing at a railroad spike at the intersection of the centerline of Monroe Street with the centerline of South Main Street, being part of the Northwest 1/4 of Section 10, T9S, R6E, City of Sylvania, Lucas County, Ohio;

thence Southerly along the centerline of South Main Street, S01°01'37"E 469.18' feet to a point on the centerline of South Main Street;

thence the following three (3) courses along the centerline of ten mile creek: N87°18'01"E 167.73 feet; thence S84°35'16"E 325.49 feet; thence S75°10'29"E 41.61' feet to a point along the centerline of ten mile creek;

thence S10°32'21"W 18.99 feet to a point on the Southerly edge of ten mile creek;

thence the following six (6) courses along the southerly edge of ten mile creek: thence S78°18'53"E 134.98 feet; thence S56°11'31"E 73.54 feet; thence S45°37'15"E 84.80 feet; thence S71°57'44"E 75.06 feet; thence S84°24'21"E 69.41 feet; thence N78°12'36"E 61.36 feet; thence S18°28'29"W 61.51 feet; thence S77°07'28"W 35.90 feet; thence N84°24'21"W 85.98 feet; thence N71°57'44"W 93.24 feet; thence N45°37'15"W 97.20 feet; thence N71°03'47"W 174.87 feet; thence N10°32'21"E 50.23 feet to the Point of Beginning. ALSO,

PRELIMINARY

EASEMENT AREA 2:

Commencing at a railroad spike at the intersection of the centerline of Monroe Street with the centerline of South Main Street, being part of the Northwest 1/4 of Section 10, T9S, R6E, City of Sylvania, Lucas County, Ohio;

thence Southerly along the centerline of South Main Street, S01°01'37"E 469.18' feet to a point on the centerline of South Main Street;

thence the following three (3) courses along the centerline of ten mile creek: N87°18'01"E 167.73 feet; thence S84°35'16"E 325.49 feet; thence S75°10'29"E 41.61' feet to a point along the centerline of ten mile creek;

thence S10°32'21"W 18.99 feet to a point on the Southerly edge of ten mile creek;

thence the following six (6) courses along the southerly edge of ten mile creek and the northerly boundary of easement area #1: S78°18'53"E 134.98 feet; thence S56°11'31"E 73.54 feet; thence S45°37'15"E 84.80 feet; thence S71°57'44"E 75.06 feet; thence S84°24'21"E 69.41 feet; thence N78°12'36"E 61.36' feet; thence S82°44'29"E 72.54' feet for a POINT OF BEGINNING;

thence continuing along the southerly edge of ten mile creek the following eight (8) courses: N89°13'26"E 49.49 feet; thence S73°24'39"E 90.47 feet; thence S51°40'33"E 34.57 feet; thence S29°20'28"E 47.19 feet; thence S55°30'13"E 51.63 feet; thence S32°05'29"E 28.36 feet; thence S48°45'12"E 89.73 feet; thence S62°25'45"E 96.43 feet;

thence S23°49'09"E 21.72 feet; thence N64°08'24"W 192.83 feet; thence N59°41'06"W 258.32 feet; Thence N09°23'12"E 50.85 feet to the Point of Beginning,

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environmental science			

EASEMENT EXHIBIT

BEING A PART OF THE NW 1/4 OF SEC. 10, T9S, R6E,
CITY OF SYLVANIA, LUCAS COUNTY, OHIO

ALSO,

EASEMENT AREA 3:

Commencing at a railroad spike at the intersection of the centerline of Monroe Street with the centerline of South Main Street, being part of the Northwest 1/4 of Section 10, T9S, R6E, City of Sylvania, Lucas County, Ohio;

thence Southerly along the centerline of South Main Street, S01°01'37"E 469.18' feet to a point on the centerline of South Main Street;

thence the following three (3) courses along the centerline of ten mile creek: N87°18'01"E 167.73 feet; thence S84°35'16"E 325.49 feet; thence S75°10'29"E 41.61' feet to a point along the centerline of ten mile creek;

thence S10°32'21"W 18.99 feet to a point on the Southerly edge of ten mile creek;

thence the following six (6) courses along the southerly edge of ten mile creek and the northerly boundary of easement area #1: S78°18'53"E 134.98 feet; thence S56°11'31"E 73.54 feet; thence S45°37'15"E 84.80 feet; thence S71°57'44"E 75.06 feet; thence S84°24'21"E 69.41 feet; thence N78°12'36"E 61.36' feet;

thence continuing along the southerly edge of ten mile creek, S82°44'29"E 72.54 feet to the northwesterly corner of easement area 2;

thence the following eight (8) courses along the southerly edge of ten mile creek and the northerly line of easement area 2: N89°13'26"E 49.49 feet; thence S73°24'39"E 90.47 feet; thence S51°40'33"E 34.57 feet; thence S29°20'28"E 47.19 feet; thence S55°30'13"E 51.63 feet; thence S32°05'29"E 28.36 feet; thence S48°45'12"E 89.73 feet; thence S62°25'45"E 96.43 feet;

thence continuing along the southerly edge of ten mile creek, S82°36'40"E 31.36 feet to the POINT OF BEGINNING;

thence continuing along the southerly edge of ten mile creek the following nine (9) courses: S75°10'09"E 64.09 feet thence S60°41'37"E 41.46 feet; thence S86°20'13"E 66.85 feet; thence N74°21'33"E 86.41 feet; thence N55°18'29"E 125.76 feet; thence N31°47'33"E 50.37 feet; thence N63°05'10"E 122.24 feet; thence N42°31'24"E 82.31 feet; thence N63°05'35"E 147.82 feet;

thence S12°03'06"E 42.84 feet; thence S64°16'30"W 69.38 feet; thence S49°20'53"W 125.78 feet; thence S68°08'16"W 117.54 feet; thence S12°09'35"W 58.40 feet; thence S51°25'47"W 120.01 feet; thence S88°34'33"W 83.79 feet; thence S79°06'49"W 123.64 feet; thence N76°35'31"W 50.98 feet; thence N61°46'01"W 79.93 feet; thence N24°20'25"E 29.90 feet to the Point of Beginning, Containing 00.62 Acres of land (Easement Area 1), 00.60 Acres of land (Easement Area 2), and 00.77 Acres of land (Easement Area 3), totaling 1.99 Acres of land, more or less.

Description prepared by:

PRELIMINARY

JOHN K. PIATT, PS S-8465
PROFESSIONAL SURVEYOR

DATE _____

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environmental science				

6c

ORDINANCE NO. 35-2011

ACCEPTING AN EASEMENT FROM LOUISVILLE TITLE AGENCY FOR N.W. OHIO, INC., TRUSTEE FOR THE PURPOSE OF MAINTAINING AND INSTALLING A BIKE PATH; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Sylvania desires to construct, install and maintain a bike path over a portion of Louisville Title Agency for N.W. Ohio, Inc., Trustee's property located at 5520 Main St., Sylvania, Ohio; and,

WHEREAS, the Director of Law has obtained the necessary easement from Louisville Title Agency for N.W. Ohio, Inc., which easement has been executed and tendered to the City of Sylvania and a copy of said easement in the form and substance of "Exhibit A" is attached hereto and made a part hereof.

NOW, THEREFORE BE IT ORDAINED by the Council of the City of Sylvania, Lucas County, Ohio, _____ members elected thereto concurring:

SECTION 1. That the easement as to executed and tendered as described on "Exhibit A" be, and the same hereby is, accepted from Louisville Title Agency for N.W. Ohio, Inc., the grantor therein.

SECTION 2. That the easement area identified and described in said easement as set forth on "Exhibit A" be, and the same hereby is, dedicated for the respective public purposes expresses in said easement.

SECTION 3. That the Director of Law is hereby directed to deliver the recorded easement document to the Director of Finance for retention by him as custodian of the records of this City.

SECTION 4. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 5. That the Clerk of Council is hereby directed to post a copy of this Ordinance in the Office of the Clerk of Council in the Municipal Building pursuant to ARTICLE III, Section 12, of the Charter of this City.

SECTION 6. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the further reason that the installation of the hike and bike path should proceed without further delay. Provided this Ordinance receives the affirmative vote of five (5) or more members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force thirty (30) days after it is approved by the Mayor or as otherwise provided by the Charter.

Vote dispensing with the second and third readings: Yeas _____ Nays _____

Passed, _____, 2011, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date

EASEMENT AGREEMENT

This Easement Agreement ("Agreement") is made as of _____, 2011 ("Effective Date") by and between **Louisville Title Agency for N.W. Ohio, Inc., Trustee**, an Ohio corporation, whose address is 626 Madison Avenue, Toledo, Ohio 43604 ("Grantor"), and the **City of Sylvania**, an Ohio municipal corporation, whose address is 6730 Monroe Street, Sylvania, Ohio 43560 ("Grantee").

A. Grantor is the owner of the real property comprising approximately _____ acres of land and a _____-room hotel with associated parking and other amenities and improvements (the "Hotel") located in the City of Sylvania, Lucas County, Ohio and legally described on Exhibit A attached hereto (collectively, the "Property"). The Property is adjacent to, and immediately to the north of, Ten Mile Creek (the "Creek").

B. Grantee intends to construct and install a public hike and bike path (the "Bikeway") extending from Main Street to Harroun Road along and adjacent to the northerly bank of the Creek. The Bikeway is intended to enhance local, regional and national biking and recreational opportunities for the general public and to protect the natural open space and environmentally significant areas associated with the Creek.

C. The parties have agreed that Grantor will convey, and Grantee will accept, an easement for the development, construction, improvement, maintenance, repair and replacement of the Bikeway over a strip of land comprising the southerly _____ feet of the Property as legally described on Exhibit B attached hereto (the "Easement Area"). The Easement Area is further shown and depicted on the drawing attached hereto as Exhibit C (the "Drawing").

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and conditions herein contained, and for other good and valuable considerations, the parties agree as follows:

1. Grant of Easement. Grantor gives, grants, conveys and reserves to Grantee a perpetual, non-exclusive easement over, across, under and through the Easement Area for the purpose of developing, constructing, installing, improving, using, maintaining, repairing and replacing the Bikeway.

2. Permitted Uses. Subject to the provisions of this Agreement, the Easement Area and the Bikeway shall be used by the general public only for pedestrian, non-motorized, passive recreational trail purposes, such as walking, hiking, biking, jogging, running, snowshoeing and cross-country skiing. Should any question arise regarding the propriety of any use of the Easement Area or the Bikeway, this Agreement shall be construed liberally in favor of such use; provided, however, that

Grantee, in its sole discretion, shall have the right to regulate or restrict uses (including but not limited to those specific uses listed above) which Grantee determines to be unsafe or otherwise detrimental to the continued vitality and use by the general public of the Easement Area and the Bikeway.

3. Construction of Bikeway. Grantee shall, at Grantee's sole cost and expense, construct and install the Bikeway across the Easement Area at the location indicated on the Drawing. The Bikeway shall be constructed in accordance with the detailed plans, drawings and specifications set forth and identified on Exhibit D attached hereto (the "Plans"); such construction shall be in accordance with all applicable local, state and federal laws, statutes, rules, regulations and orders (collectively, the "Laws"); and Grantee at all times shall keep the Property free and clear of mechanic's liens or other claims of any kind or nature.

4. Maintenance of Bikeway. Grantee shall, at Grantee's sole cost and expense, maintain, repair and replace the Easement Area and the Bikeway, and at all times keep the Easement Area and the Bikeway in a clean, safe and first-class condition. All maintenance, repair and replacement work on the Bikeway shall be performed in a good and workmanlike manner and in compliance with all applicable Laws, and Grantee at all times shall keep the Property free and clear of mechanic's liens or other claims of any kind or nature.

5. Temporary Access Right. Grantor gives and grants to Grantee and its employees, agents and contractors the temporary and non-exclusive license and right of access (the "Access Right") over and across the _____ portion of the Property for purposes of ingress and egress to, from and between the Easement Area and the Main Street public right-of-way for the purpose of installing, constructing, maintaining, repairing and replacing the Bikeway. In exercising the Access Right, Grantee shall undertake all reasonable efforts to minimize interference with or disruption of the operations and activities of the Hotel and its patrons and visitors, and any damages to the Property shall be promptly repaired and restored by Grantee and its contractors so that the first-class condition of the Property and the Hotel is at all times maintained. Grantee shall also cooperate and work with Grantor in connection with (a) the scheduling of all work related to the installation, construction, maintenance, repair and/or replacement of the Bikeway, (b) the implementation of safety measures designed to protect guests and invitees of the Hotel and members of the public, and (c) such other matters as may be agreed to by the parties.

6. Security. Grantor acknowledges and agrees that Grantee is not undertaking to provide any patrols, monitoring or other security services (except for customary work safety and security procedures during the construction process) with respect to the Easement Area and the Bikeway, and that Grantee has not assumed or agreed to insure against or to indemnify Grantor or any other person against damages or expenses arising from injuries to persons or property except as otherwise set forth in this Agreement. However, nothing in this Agreement shall prevent Grantor from providing surveillance or other Hotel security services within the Easement Area.

7. Covenants of Grantor. Grantor shall not construct or place gates, advertising signs, billboards or other advertising materials or other structures within the Easement Area, or otherwise block or obstruct the rights of Grantee and the general public to use the Easement Area and the Bikeway as provided in this Agreement. However, all rights and uses of the Easement Area not expressly granted herein to Grantee are reserved to Grantor.

8. Easement Runs with Land; Successors and Assigns. The easements and covenants herein contained shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; and it is agreed that the parties hereto and their successors and assigns in ownership of the Property and/or the easement rights hereunder, respectively, shall not be liable for any acts, omissions or defaults unless such acts, omissions or defaults occur during the period of ownership of such party or future owner.

9. Termination or Amendment.

- (a) Notwithstanding anything else contained herein, this Agreement and all rights, duties and obligations hereunder shall automatically terminate at such time, if any, as Grantee has failed to construct, install, use, maintain, repair and/or replace the Bikeway for a continuous period of eighteen (18) months.]*
- (b) In the event that Grantee determines that the Bikeway is no longer necessary or desirable, the Grantee shall have the right to terminate this Agreement upon _____ () days' prior written notice to Grantor, in which event (i) Grantor and Grantee shall immediately execute a termination agreement and record the same in the land records of Lucas County, Ohio, and (ii) not later than _____ () days after Grantee's notice of termination, Grantee shall remove the Bikeway improvements from Easement Area and restore the Easement Area to the same general condition as existed prior to the Effective Date.
- (c) Except as set forth in (a) and (b) above, this Agreement may only be amended or terminated by a written instrument signed by Grantor and Grantee and recorded in the land records of Lucas County, Ohio.

10. Indemnification. Grantee shall defend, indemnify and hold harmless the Grantor from and against any and all actions, claims, demands, liabilities, damages, costs and expenses, including court costs and reasonable attorney fees, imposed on or incurred by Grantor as a result or consequence of (a) any act or omission on the part of Grantee, or anyone acting on behalf of Grantee, in the exercise of its rights under this Agreement, or (b) Grantee's failure to observe any applicable safety, health or environmental regulations or other Laws relating to the Easement Area or the Bikeway.

11. Insurance. On and after the Effective Date, Grantee shall procure and maintain commercial general liability insurance, including blanket contractual liability coverage, with a financially responsible insurer authorized to do business in the State of Ohio in amounts not less than \$1,000,000 per occurrence and not less than \$5,000,000 in the aggregate, with respect to occurrences or events upon or relating to the construction, installation, repair, maintenance and replacement of the Bikeway and with respect to uses, occurrences or events on or within the Bikeway or the Easement Area or caused by users of the Bikeway or the Easement Area. Such insurance shall (a) provide primary coverage, (b) name the Grantor and all mortgagees of the Property as additional insureds, and (c) provide that the insurer will

deliver written notice to the Grantor and any mortgagees not less than thirty (30) days before any expiration, cancellation or modification of such insurance. Grantee shall furnish Grantor with certificates evidencing such insurance on the Effective Date and not later than ten (10) days prior to any and all renewals thereof.

12. Non-Merger. The rights contained herein and the benefits and burdens herein placed upon the Property and the Easement Area shall continue and not terminate by merger or otherwise in the event that Grantee should acquire fee simple title to any interest in the Property.

13. Notices. All notices, demands or other communications (collectively, "Notices") required or permitted under this Agreement shall be either hand delivered, mailed by certified mail or sent by nationally recognized overnight courier to Grantee or Grantor at their addresses first set forth above, or at such other addresses as may be designated by Grantor or Grantee as specified herein from time to time. All Notices shall be effective upon the earlier of actual receipt, three (3) days after mailing by certified mail, or one (1) day after being sent by nationally recognized overnight courier.

14. Miscellaneous. If any provision of this Agreement is found to be invalid, the remainder of its provisions shall not be affected thereby. All recitals and exhibits contained in this Agreement are attached hereto and incorporated into this Agreement by reference and made a part hereof. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute but one and the same document. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of this Agreement, and the same shall remain in full force and effect. This Agreement shall be governed by the laws of the State of Ohio.

IN WITNESS WHEREOF, the parties have executed this Agreement through their respective duly authorized representatives as of the Effective Date.

**LOUISVILLE TITLE AGENCY FOR N.W.
OHIO, INC., TRUSTEE**

By: _____

Its: _____

CITY OF SYLVANIA, OHIO

By: _____
Craig A. Stough, Mayor

By: _____
Scott S. Smith, Director of Finance

Approved:

James E. Moan, Director of Law

STATE OF OHIO)
) SS:
COUNTY OF LUCAS)

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by _____, the _____, of Louisville Title Agency for N.W. Ohio, Inc., Trustee, an Ohio corporation, on behalf of the corporation.

Notary Public
[SEAL]

My Commission Expires: _____

STATE OF OHIO)
) SS:
COUNTY OF LUCAS)

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by Craig A. Stough, the Mayor, and by Scott S. Smith, the Director of Finance, of the City of Sylvania, an Ohio municipal corporation, on behalf of the corporation.

Notary Public
[SEAL]

My Commission Expires: _____

THIS INSTRUMENT PREPARED BY:

VF

GENERAL WARRANTY DEED
(Statutory Form)
Rev. Code Sec. 5302.05

After Recording, mail to:
Louisville Title Agency for N.W. Ohio
626 Madison Avenue
Toledo, OH 43604

03/02/2008
TRANSFERRED BY: WFL \$0.50
IN COMPLIANCE WITH SEC. 319.202 R.C.
LARRY A. KACZALA, AUDITOR
LUCAS COUNTY, OHIO
FEE: \$0.00 EX X MULT.
PARCEL: 02-03578 COUNT: 1
TRANS. #: 06-201398

Know All Persons By These Presents:

THIS SPACE FOR AUDITOR'S USE ONLY

River Center, LLC, an Ohio Limited Liability Company, of Lucas County, State of Ohio for valuable consideration paid, grant(s) with general warranty covenants, to Louisville Title Agency for N.W. Ohio Inc. Trustee whose tax-mailing address is 626 Madison Ave., Toledo, OH 43604 the following real property:
See Exhibit A attached hereto and made a part hereof.


20060302-0013151
Pages: 3 Fee: \$38.00
03/02/2008 03:48:54 PM
T2000014778
Anita Lopez
Lucas County Recorder DEED

Subject to: zoning ordinances, easements and restrictions of record, and taxes and assessments due and payable after delivery of this deed.

Prior instrument reference: OR 2006 0224-0011433
Executed this 23rd day of February, 2008

River Center, LLC

By: Foster Enterprises, LLC, an Ohio Limited Liability Company, Authorized Member, By: Todd W. Berman, Member

STATE OF OHIO, Lucas COUNTY, ss:
The foregoing instrument was acknowledged before me this 23rd day of February, 2008, by Todd W. Berman, Member of Foster Enterprises, LLC, an Ohio Limited Liability Company, authorized member of River Center, LLC, an Ohio Limited Liability Company, on behalf of said company.

THIS SPACE FOR RECORDER'S USE ONLY

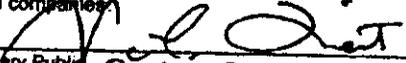

Notary Public State of Ohio
Victor C. Feit My commission expires 4/16/09
This instrument was prepared by:
Grantor



Exhibit A

A parcel of land being part of Lots one (1), four (4), two hundred ten (210) and two hundred eleven (211), and also all of Lot five (5) in Block thirty-four (34), as shown on the map of Sylvania, as recorded in Volume B-2, page 103, Lucas County Plat Records and also being part of the Northwest one-quarter (1/4) of Section ten (10), Town nine (9) South, Range six (6) East, all being in the City of Sylvania, Lucas County, Ohio said parcel of land being bounded and described as follows:

Commencing at the intersection of the centerline of Monroe Street, as it now exists, with the centerline of South Main Street, as it now exists, said point of intersection being marked with a found PK nail;

Thence in a Southerly direction along the said centerline of South Main Street, as it now exists, having an assumed bearing of South zero (00) degrees, forty-one (41) minutes, forty-two (42) seconds West, passing through a found railroad spike at a distance of five and seventy-six hundredths (5.76) feet, a distance of one hundred forty-five and fifteen hundredths (145.15) feet to point;

Thence South eighty-nine (89) degrees, eighteen (18) minutes, eighteen (18) seconds East along a line drawn perpendicular to said centerline of South Main Street, as it now exists, a distance of thirty-seven and one hundred twenty-five thousandths (37.125) feet to the intersection of the Easterly right-of-way line of South Main Street, said point of intersection being the True Point of Beginning, said point of intersection being marked with a set capped iron rebar;

Thence continuing South eighty-nine (89) degrees, eighteen (18) minutes, eighteen (18) seconds East along said line drawn perpendicular to the centerline of South Main Street, a distance of one hundred thirty-six and thirty-eight hundredths (136.38) feet to the intersection of a line drawn parallel with the said centerline of South main Street, said point of intersection being marked with a set capped iron rebar.

Thence South zero (00) degrees, forty-one (41) minutes, forty-two (42) seconds West along said line drawn parallel with the centerline of South Main Street, a distance of eighty-seven and twenty-one hundredths (87.21) feet to the intersection of the Southerly line of the former Toledo and Western Railway Company, said point of intersection being marked with a set capped iron rebar;

Thence North seventy-four (74) degrees, fourteen (14) minutes, fifty-five (55) seconds East along said Southerly line of the former Toledo and Western Railway Company, a distance of one hundred forty-seven and sixty-six hundredths (147.66) feet to the intersection of a line drawn two hundred seventy-eight and zero hundredths (278.00) feet Easterly of and parallel with said Easterly right-of-way line of South Main Street, said point of intersection being marked with a set capped iron rebar;

Thence South zero (00) degrees, forty-one (41) minutes, forty-two (42) seconds West along said line drawn two hundred seventy-eight and zero hundredths (278.00) feet Easterly of and parallel with the Easterly right-of-way line of South Main Street, passing through a set capped iron rebar at a distance of two hundred thirty-four and seventy-one hundredths (234.71) feet, a distance of two hundred eighty-five and forty-eight hundredths (285.48) feet to the intersection of a line drawn ten and zero hundredths (10.00) feet Northerly of and parallel with the centerline of Ten Mile Creek;

Thence North eighty-two (82) degrees, fifty-two (52) minutes, fifty-eight (58) seconds West along said line drawn ten and zero hundredths (10.00) feet Northerly of and parallel with the centerline of Ten Mile Creek, a distance of one hundred forty-seven and ninety-six hundredths (147.96) feet to an angle point in said line drawn ten and zero hundredths (10.00) feet Northerly of and parallel with the centerline of Ten Mile Creek;

Thence South eighty-eight (88) degrees, seventeen (17) minutes, forty-seven (47) seconds West along said line drawn ten and zero hundredths (10.00) feet Northerly of and parallel with the centerline of Ten Mile Creek, a distance of one hundred twenty-one and seven hundredths (121.07) feet to the intersection of a line drawn ten and zero hundredths (10.00) feet Easterly of and parallel with said Easterly right-of-way line of South Main Street;

Thence North zero (00) degrees, forty-one (41) minutes, forty-two (42) seconds East along said line drawn ten and zero hundredths (10.00) feet Easterly of and parallel with the Easterly right-of-way line of South Main Street, passing through a set capped iron rebar at a distance of fifty-seven and eighty-eight hundredths (57.88) feet, a distance of one hundred twenty-nine and fifty-seven hundredths (129.57) feet to the intersection of a line drawn perpendicular to said Easterly right-of-way line of South Main Street, said point of intersection being marked with a set capped iron rebar;

Thence North eighty-nine (89) degrees, eighteen (18) minutes, eighteen (18) seconds West along said line drawn perpendicular to the Easterly right-of-way line of South Main Street, a distance of ten and zero hundredths (10.00) feet to the intersection of the said Easterly right-of-way line of South Main Street, said point of intersection being marked with a set capped iron rebar;

Thence North zero (00) degrees, forty-one (41) minutes, forty-two (42) seconds East along said Easterly right-of-way line of South Main Street, a distance of one hundred eighty-nine and eighty-four hundredths (189.84) feet to the True Point of Beginning.

The above described parcel of land contains an area of 78,275 square feet or 1.797 acres of land, more or less.

The bearings used hereon are based on an assumed meridian and are for the express purpose of calculating angular measurement.

Said set capped iron rebar being a one-half (1/2) inch diameter and thirty (30) inch long iron rebar with plastic cap stamped "PS 6842".

A large, handwritten mark resembling a stylized number '9' or a signature, located on the right side of the page.

EASEMENT EXHIBIT
 WINGATE HOTEL, ASSESSOR'S NO. 45-013-077
 EASEMENT DESCRIPTION

All that part of the Northwest 1/4 of Section 10, T9N, R6E, City of Sylvania, Lucas County, Ohio, being described as follows:

Commencing at a railroad spike at the intersection of the centerline of Monroe Street with the centerline of South Main Street, being part of the Northwest 1/4 of Section 10, T9S, R6E, City of Sylvania, Lucas County, Ohio;

thence Southerly along the centerline of South Main Street, S00°41'42"W 373.35 feet to a point on the centerline of South Main Street;

thence S89°18'18"E 47.14 feet, through the Easterly right of way of said South Main Street to a corner on the Westerly line of property described in Assessor's Number 45-013-077 for a POINT OF BEGINNING;

thence S89°18'18"E 9.87 feet to a point;

thence Southerly parallel with the centerline of South Main Street, S00°41'42"W 47.58 feet to a point;

thence S89°18'18"E 258.01 feet to a point on a line drawn parallel and easterly 315.12 feet from the centerline of South Main Street, to a point;

thence Southerly along a line drawn parallel and easterly 315.12 feet from the centerline of South Main Street, S00°41'42"W 49.34 feet, to a point;

thence N82°52'52"W 147.84 feet to a point;

thence S88°17'53"W 121.07 feet to a point lying 47.15 feet distant from the centerline of South Main Street to a point;

thence Northerly parallel with the centerline of South Main Street, N00°41'42"E 85.44 feet to the Point of Beginning;

Containing 0.24 Acres of land, 10,776.93 Square Feet, more or less.

Description prepared by:

John K. Piatt

JOHN K. PIATT
 Ohio Professional Surveyor S-8465



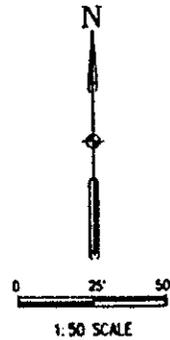
11/03/2010
 DATE

CLIENT	CITY OF SYLVANIA		
SECTION	10	CITY OF SYLVANIA,	LUCAS COUNTY, STATE OF OHIO
JJR	landscape architecture	JOB NO. 50193 000	PAGE 2 OF 2
	planning	DRAWN JKP	DATE 6/08/2010
	urban design	JJR, LLC 110 MILLER AVENUE ANN ARBOR, MI 48104	
civil engineering	734 967 4457 T	734 967 0770 F	www.jjr.com
environmental science			

EASEMENT EXHIBIT

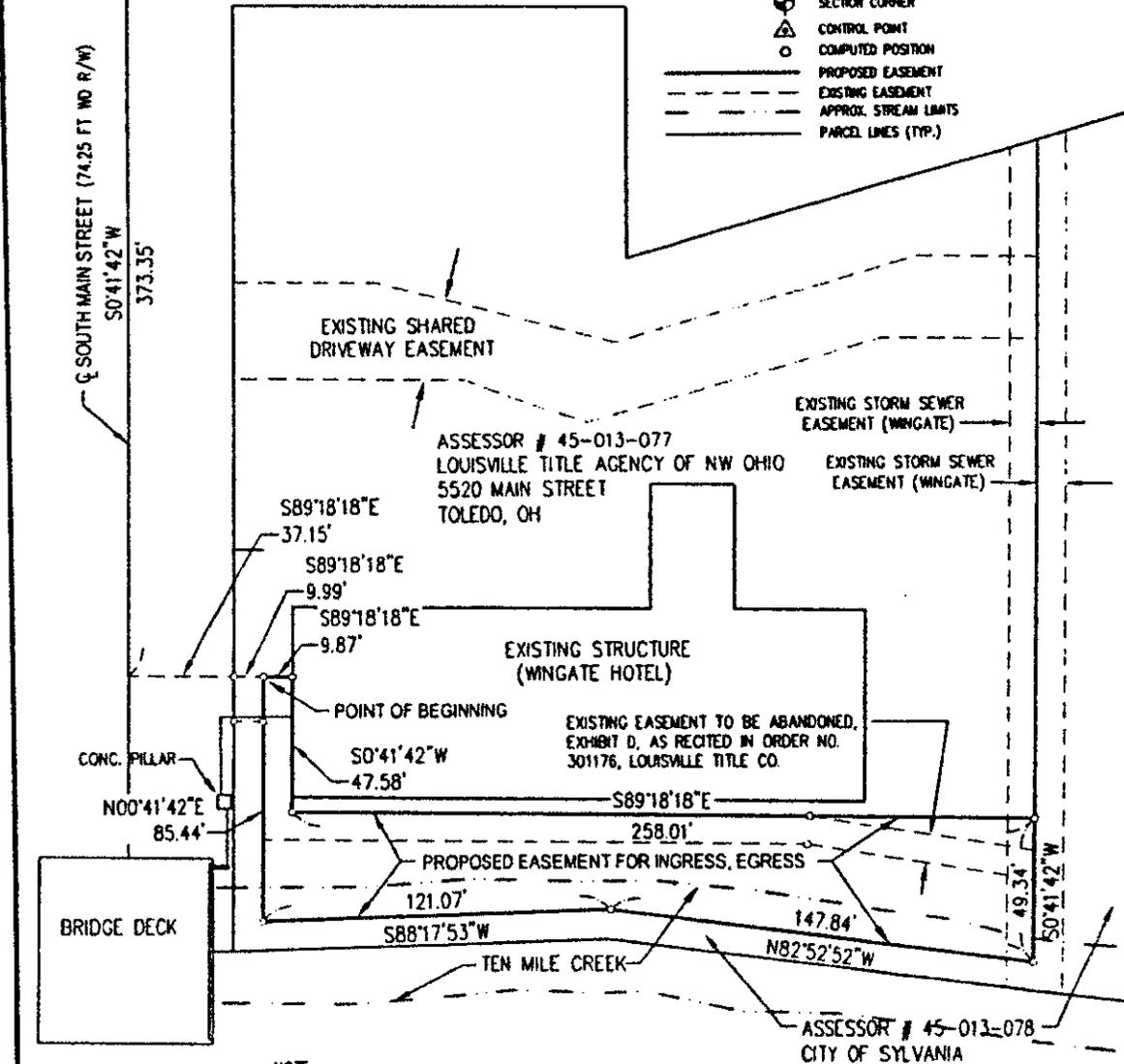
BEING A PART OF THE NW 1/4 OF SEC. 10, T9S, R6E,
CITY OF SYLVANIA, LUCAS COUNTY, OHIO

5.76'
FOUND RR SPIKE
MONROE STREET (AS IT NOW EXISTS)
POINT OF COMMENCEMENT (FOUND PK NAIL)



SURVEY LEGEND

- SECTION CORNER
- CONTROL POINT
- COMPUTED POSITION
- PROPOSED EASEMENT
- EXISTING EASEMENT
- APPROX. STREAM LIMITS
- PARCEL LINES (TYP.)



NOTE:
THIS EASEMENT WAS PREPARED FROM ACTUAL
FIELD MEASUREMENTS, IN NOVEMBER 2009, AND
REVIEW OF RECORD PLAN INFORMATION. THIS
DOCUMENT DOES NOT REPRESENT A BOUNDARY
SURVEY, PURSUANT TO OAC 4733-37.

CERTIFICATE

I hereby certify that the foregoing Easement Exhibit Survey was prepared from actual field measurements and record information, in partial accordance with Chapter 4733-38, Ohio Administrative Code, as delineating a proposed easement, not a boundary survey or conveyance of title, pursuant to Chapter 4733-37 of said code.

JJR, LLC

CLIENT	CITY OF SYLVANIA		
SECTION	10,	CITY OF SYLVANIA,	LUCAS COUNTY, STATE OF OHIO
JJR landscape architecture planning urban design civil engineering environmental science	JOB NO.	50193.000	PAGE 1 OF 2
	DRAWN	JKP	DATE 6/08/2010
	JJR, LLC 110 MILLER AVENUE ANN ARBOR, MI 48104		

John K. Piatt
JOHN K. PIATT, PS

Ohio Professional Surveyor S-8465



EXHIBIT D

(Plans, Drawings and Specifications)

The Plans shall be approved and initialed by Grantor and Grantee, and shall include the following:

1. The Bikeway shall have capacity to accommodate a minimum of a 20,000 pound lift, assuming that the weight will be on the outside edges of the Bikeway.
2. All existing landscaping shall be removed and transplanted by Grantee to a location or locations designated by Grantor.
3. The Plans shall show elevations and topographical data for the areas of the Bikeway that are adjacent to the Hotel.
4. Grantor shall approve (a) the type and location of all guardrails or other installations that are intended to protect the Hotel and its windows from users of the Bikeway, (b) all plant materials that are used by Grantee within the Easement Area adjacent to the Hotel, and (c) all ground cover/rock/mulch that is located within the Easement Area adjacent to the Hotel.



7a

City Of Sylvania

DEPARTMENT OF PUBLIC SERVICE

JEFFREY P. BALLMER, PE. PS. DIRECTOR

April 29, 2011

To: The Mayor and Members of Sylvania City Council

Re: **Dave White Chevrolet Storm Sewer**

Dear Mr. Mayor and Council Members:

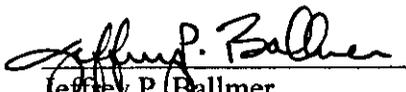
There is an old storm sewer which runs within an easement through the Dave White Chevrolet property from Acres Road just north of Monroe St. to Alger Road just south of Alexis Road. A portion of this sewer from Acres Road approximately two hundred feet east has deteriorated joints that is allowing material to enter the pipe and decrease the flow and capacity. This problem has helped to cause flooding around other catch basins on the storm sewer and in the parking areas. Some of the material gets into the sewer and leaves a void above which has caused several sink holes to form.

We requested proposals from five contractors to provide a new 24" conduit, premium backfill and asphalt pavement repairs. The contractors and their proposals are as follows:

Anderzack-Pitzen Construction, Inc.	\$51,390
Ed Kelly and Sons, Inc.	63,080
PHC, Inc.	64,900

We would recommend that the proposal from Anderzack-Pitzen Construction, Inc., 424 East Main St., Metamora, Ohio 43560 in the amount of \$51,390 for the repair and replacement of the storm sewer at Dave White Chevrolet be accepted.

Very truly yours,


Jeffrey P. Ballmer
Director of Public Service
tid

a



SYLVANIA CITY COUNCIL
MARGARET LINTNER, MMC, CLERK

Committee Meeting Notice
Sylvania City Council

Zoning & Annexation Committee
May 16, 2011 5:30 p.m.

The Zoning & Annexation Committee will meet on Monday, May 16, 2011 at 5:30 p.m. in Council Chambers, located in the Police and Council Building, 6635 Maplewood Avenue, Sylvania, Ohio 43560, to consider the Planning Commission's recommendation on the zoning code changes, and any other business the committee members vote to discuss.

Zoning & Annexation Committee
May 23, 2011 4:00 p.m.

The Zoning & Annexation Committee will meet on Monday, May 23, 2011 at 4:00 p.m. in Council Chambers to further consider the Planning Commission's zoning code recommendations if another meeting is necessary.



City Of Sylvania

DIVISION OF ZONING

ROBERT H. OBERLY, ZONING ADMINISTRATOR

April 19, 2011

Sylvania Area Historical Society
Heritage Museum
5717 N. Main St.
Sylvania, OH 43560

Re: **Demolition Permit Application**
6769 Maplewood Avenue
Maplewood Elementary School

Dear President:

This is to inform you that Willson Builders has applied for a permit to demolish Maplewood Elementary School at 6769 Maplewood Avenue. The application was made on April 19, 2011 with demolition planned to begin June 15, 2011, the permit may be issued thirty (30) days after the application is made or thirty days after the structure is posted for demolition.

During the 30-day period the owner of the property shall permit the Sylvania Historical Society, or a similar historic preservation organization, access to the structure to map, photograph, measure or otherwise preserve the history of said structure.

You may wish to contact Sylvania City Schools if the historical society wants to document the structure that is to be torn down. If you have any questions or need any additional information, please contact the zoning office at 419-885-8946.

Very truly yours,

Barbara Taylor
Administrative Secretary

cc: Mayor Craig A. Stough
James E. Moan
Joyce Armstrong
Margaret Lintner, Clerk of Council
Rick Barricklow
Applicant

B

CITY OF SYLVANIA
DEMOLITION PERMIT

Date 4/19/2011

Permit No. _____

No zoning certificate for demolition of any structure in Sylvania constructed more than fifty years prior to the request for zoning Certificate for demolition shall be issued without the owner first posting on the exterior of the structure a sign, the size and specifications of which shall be designated by the Zoning Administrator, stating the intent to demolish the premises thirty days prior to the commencement of demolition. The 30-day period shall commence as of the later of the time of posting or thirty days from the date of application. During the 30-day period, the owner shall permit the Sylvania Historical Society, of a similar historic preservation organization, access to the structure to map, photograph, measure or otherwise preserve the history of said structure.

This section shall not apply if immediate demolition is required for the preservation of public health, safety and welfare or if the Mayor should determine that the property is of no historical significance.

WE, the undersigned, owners or their representatives, of the following described property, do hereby apply to you for a Certificate of Zoning and for such use, based on the information hereinafter set out.

Street Address 6769 MAPLEWOOD ES

Legal Description ATTACHED - Part of Lots 35, 36, and 37 in Burnham's Addition.
Property Zoned R-1

Demolition of Existing: MAPLEWOOD ES

Other Conditions or Comments: All utilities MUST be disconnected before the structure is torn down. The Contractor must notify all other utilities and OUPS (Ohio Utility Protection Services) prior to disconnection of services. The Contractor is responsible to have a City Inspector present when the water and sewer are disconnected. A contractor must be licensed by the City of Sylvania to work on any sewer connected with the public sewers in the City.

Owner's Name - SYLVANIA SCHOOL

Submitted by - WILSON BUILDERS, THOMAS S. KOEPELER
(individual or company)

Address - 5966 HERITAGE COURT
(street, city, state, zip code)

Telephone Number - 419.726.6685

Applicant's Signature TE S. KOEPELER

Issued by: Robert Oberly, Zoning Inspector

Date issued

Any certificate issued upon a false statement of any fact which is material to the issuances hereof shall be void.

Permit Fee \$ 1.00 9/2009