

Robert S. Boylin



**WATER DISTRIBUTION SYSTEM STUDY  
FOR THE  
VILLAGE OF MARBLEHEAD, OHIO**

**JOHNSON'S ISLAND WATER  
SYSTEM IMPROVEMENTS  
FEASIBILITY REPORT**

NOVEMBER 2014

PREPARED BY  
CT CONSULTANTS

Project No. 14151



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## Executive Summary

In April of 2014, the Village of Marblehead contracted with CT Consultants to complete a report presenting the feasibility of supplying potable water distribution service to the Johnson's Island community. Items taken under consideration and studied included:

- Geotechnical
- Rights of Way
- Existing Marblehead System
- Fire Insurance Rating
- Proposed Water System Design and Layout
- Procedure to Initiate Project

The need for the project was brought forth because island homeowners have temporarily run out of potable water during peak occupancy holiday weekends. Improved fire protection was another reason taken under consideration since inland island properties do not have ready access to an adequate water supply.

A preliminary engineer's cost estimate was generated for the construction of a connecting water line between the mainland and the island and a water distribution system on the island. The total cost includes materials, installation, a contingency, engineering, and administration costs. The estimated cost to construct the connector is \$0,000,000 and the estimated cost to construct the island distribution system is \$0,000,000 with the estimated total project cost being \$0,000,000.



# 1 Introduction

In April of 2014, the Village of Marblehead contracted with CT Consultants to complete a report presenting the feasibility of supplying water distribution service to the Johnson's Island community. The residents of Johnson's Island have approached the Village requesting more detailed information related to the potential installation of public water lines to service the island. This report is a response to their request.

## 1.1 BACKGROUND OF PROJECT

Johnson's Island is located in the Village of Marblehead, Ottawa County, Ohio approximately midway between Cleveland, Ohio to the east and Toledo, Ohio to the west near the south shore of Lake Erie and the mouth of Sandusky Bay. Access to the island from land is gained by a two lane highway, South Confederate Drive (aka Johnson's Island Causeway), built on a narrow earthen fill causeway with five (5) bridges over water.



Figure 1-1 – Location Map



The island access road and its interior roadways are all privately owned. The island is primarily occupied during the summer months with peak occupancy periods occurring around the Memorial Day, Independence Day, and Labor Day holidays. As of June 2014 there were 517 platted lots with 269 houses on the island.

There are two homeowners associations, a property investment group, and a handful of non-associated landowners that control much of the activities on the island. The island is a “gated” community with controlled access. Access is limited to homeowners, their guest, and is only open to the public on special occasions. Utilities that service the island are sanitary sewers, electric power, and telecommunications.



**Figure 1-2 – Johnson's Island**

Potable water is obtained from either private groundwater wells or is trucked in to fill individually owned cisterns/tanks from a municipal water source. There have been occasions on peak occupancy holiday weekends where homeowners have temporarily run out of water. This



inconvenience has generated interest among the homeowners in obtaining a reliable source of water from the Village.

## 1.2 SCOPE OF STUDY

CT Consultants conducted a review of available government records, sewer system drawings, and other data available from the Village and homeowners associations in order to generate a reasonable cost estimate to supply potable water from the Village's system to the island.

CT Consultants prepared a preliminary design in sufficient detail to identify problems involved, solution alternatives, and associated costs to allow the Village and the property owners of Johnson's Island determine the feasibility of this project. Items evaluated for the study and presented in this report included:

- 1.2.1 Geotechnical
- 1.2.2 Rights of Way
- 1.2.3 Existing Marblehead Water System
- 1.2.4 Fire Insurance Rating
- 1.2.5 Proposed Water System Design and Layout
- 1.2.6 Procedure to Initiate Project

## 1.3 EXISTING SANITARY SEWERS ON JOHNSON'S ISLAND

The existing sanitary wastewater collection system on the island consists of a combination of gravity and pressure (force main) sewers that primarily serve the south central "old quarry" area. The sewers drain to a final pumping station located on the north end of the island. From there the wastewater is pumped back to the mainland for treatment through an eight (8) inch diameter HDPE force main. The force main is buried underwater in lake-bottom sediments just offshore and parallel to the west side of the causeway.

The wastewater collection system was built by the developer of the Baycliffs subdivision and then turned over to the government of Ottawa County for ownership and operation. Operation and maintenance activities are conducted by the Ottawa County Sanitary Engineering Department.

The island's collection system's construction drawings were used to estimate the construction conditions for the installation of a potable water distribution system. The drawings indicate that water lines can be buried to a depth of approximately five (5) feet without encountering



consolidated rock. However, burial depths from five (5) to eight (8) will most likely encounter rock. Rock excavation can be significantly more costly and has to be quantified in order to provide a more accurate total project cost estimate.

The construction drawings also indicate that the force main back to the mainland was sunk into lake bottom sediments underneath a series of concrete mats and indicate the sediments are approximately three (3) feet thick.

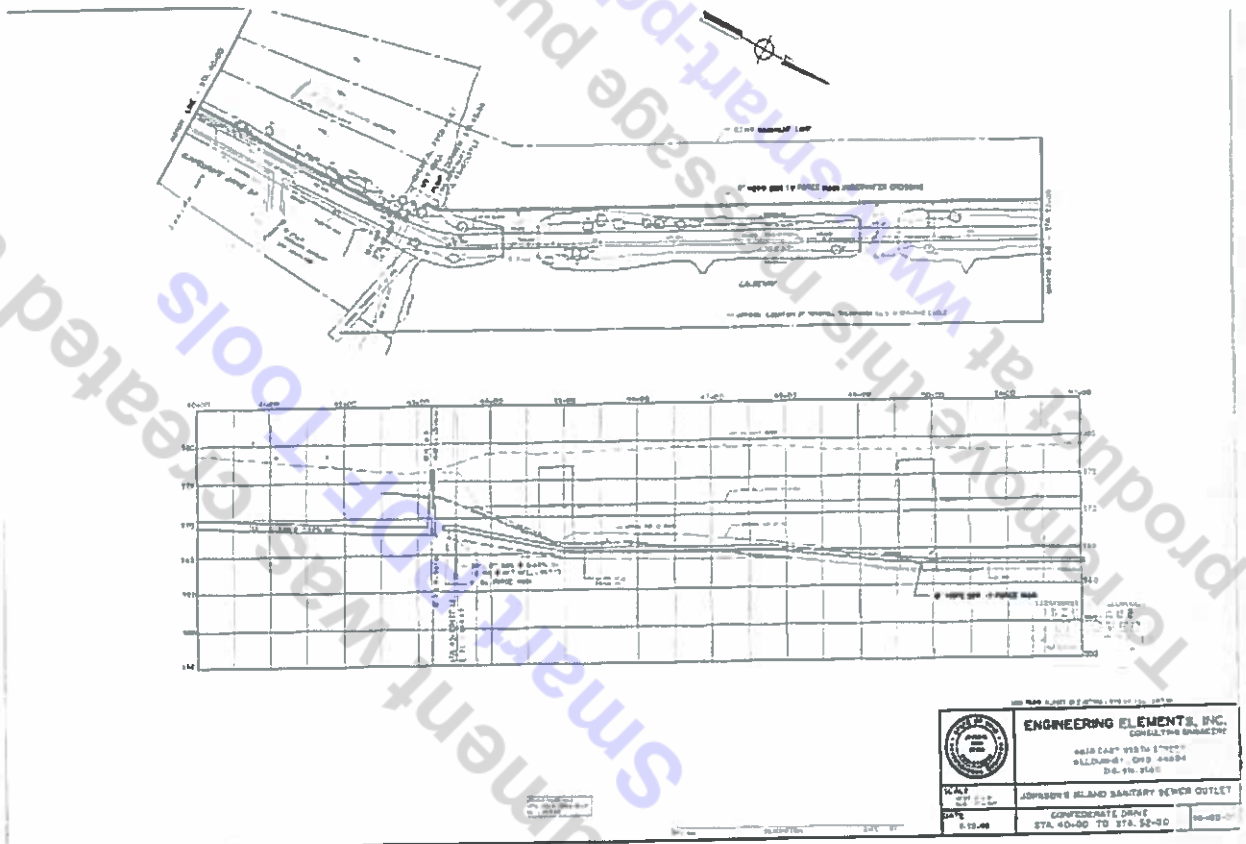


Figure 1-3 – Force Main Construction Drawing at Johnson's Island's North Shore



## 2 Geotechnical Investigation

Preliminary geotechnical investigations were conducted by CT Consultants in September of 2014 and by TTL Associates, Inc. (TTL) in November of 2014. The objective of the investigations was to determine if rock excavation would be encountered during the installation of the water lines. The investigation by CT Consultants examined the underwater (lake bottom) conditions parallel to the causeway and the investigation by TTL located the depth to bedrock at several locations along the roads that loop around and traverse the island. Copies of the geotechnical reports can be found in Appendix 8.1.

### 2.1 LAKE CROSSING INVESTIGATION

CT Consultants conducted a limited offshore investigation of the lake bottom on the east side of the causeway. A total of eight (8) locations were probed to determine water depth and bottom sediment thickness. The locations were 200 to 300 feet from the shoreline.

Water depths were measured with an electronic depth finder. Water depth ranged from 2.0 to 9.5 feet with the greatest depths encountered near the main channel bridge. A long pole was then pushed into the lake bottom until refusal to get an estimate of the softer sediment's thickness. Sediment thicknesses ranged from 5.0 to 1.5 feet with thicker sediments encountered near the mainland and thinner sediments encountered near the island.

These water depths and sediment thicknesses approximate those that were encountered on the west side of the causeway when the eight (8) inch diameter sanitary force main was installed.

### 2.2 ISLAND INVESTIGATION

CT Consultants contacted TTL to perform a preliminary depth to bedrock investigation at several locations along roads that loop around and traverse the island. All work was performed within the platted road rights of way.

XXXXXXXXXXXXXXXXXXXX.





## 3 Road Right of Way Investigation

### 3.1 HISTORY OF OWNERSHIP

Original roads out to and on the island were all privately built, owned, and maintained and remain that way to this day. The island's residents, through the recently created Johnson's Island Road Commission (Road Commission), have contracted the Village for snow removal.

Access to the island from the nearest public road, State Route 163 (Bay Shore Road) starts at privately owned Gaydos Drive. A toll gate at the south end of Gaydos Drive approximates the beginning of the causeway, S. Confederate Drive, out to the island.

An earthen embankment topped with a road, the causeway, was constructed out to the island in the late 1960's from the mainland. The causeway was completed in 1972. Since the waters of Sandusky Bay and Lake Erie are government owned "waters of the state" an easement had to be obtained to construct the causeway. The state department having regulatory jurisdiction to grant such an easement was the Ohio Department of Natural Resources (ODNR). The easement is known as a "submerged land lease" and was granted to Johnson's Island, Inc. on October 2, 1968 by the ODNR.

Other rights of way include submerged utilities that service the island including telephone, electric power, sanitary sewage, and XXXXXX. The installation of the utilities required individual submerged land leases from ODNR as well. Copies of the leases can be found in Appendix 8.2 and the locations of these utilities are shown on the Proposed Water Main Service map in Appendix 8.6.

XXXXXXXXXXXX Brief discussion of utilities. XXXXXXXXXXXXXXXX

The completion of paved roads on the island occurred in two general phases. The first was in the 1970's by the Johnson's Island Property Owners Association and the second was by the developer of the Baycliffs Homeowner's Association in the early 1990's. All roadway rights of way from Bay Shore Road were platted and recorded but remained privately controlled by the development companies and subsequent homeowner associations until 2007. Also note that there are several platted rights of way that have not been developed.



Disputes over the control and maintenance of the roads from Bay Shore Road out to and on the island resulted in a court decreed settlement that resulted in the creation of the Road Commission.

### 3.2 CURRENT OWNERSHIP

Any proposed water lines will need to be placed along existing road rights of way in order to provide water access to all island properties. The majority of roads that would be impacted are maintained by the Johnson's Island Road Commission (JIRC).

The Road Commission was legally created upon the execution of the "Operating Agreement for the Governance of Johnson's Island Causeway and Roadways" (Operating Agreement) on May 15<sup>th</sup>, 2007. It was created to oversee all roads and their respective rights of way from Bay Shore Road out to and on the island. The commission is made up of selected residents who represent the interests of island residents.

Copies of the Operating Agreement, the legal settlement creating the JIRC, plat maps of island roads covered by the JIRC, and other right of way documentation can be found in Appendix 8.2.

A list of the roads that could be impacted with jurisdiction and ownership follows:

ROAD RIGHT OF WAY TO BE IMPACTED		
NAME	JURISDICTION	TYPE
Gaydos Drive	Road Commission	R-O-W
S. Confederate Drive (Causeway)	Road Commission	Own
S. Confederate Drive (Island)	Road Commission	Own
S. Memorial Shoreway Drive	Road Commission	Own
Dixie Place Road	Road Commission	Own
E. Baycliffs Drive	Road Commission	Own
S. Quarystone Court	Road Commission	Own
E. Forest Glen Lane	Road Commission	Own
S. Woodcliff Drive	Road Commission	Own



### 3.3 ACCESS COSTS FOR THE PROPOSED PROJECT

Access to complete the water distribution system may not involve any if little additional costs to purchase easements since the Road Commission has jurisdictional authority over all road rights of way. Some infringement onto adjoining properties may be required to locate water system supporting appurtenances such as air relief valve and blow off valve chambers and fire hydrants.

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F 419-241-1808  
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December 8, 2014

Proposal No. 11903.01R

Village of Marblehead  
c/o Robert Boytim  
Board of Public Affairs  
513 West Main Street  
Marblehead, Ohio 43440

**Geotechnical Subsurface Investigation  
Proposed Waterline Installation  
Johnson Island, Marblehead, Ohio**

Dear Mr. Boytim:

At the request of Mr. Kent Bryan of CT Consultants (CT) on behalf of the Village of Marblehead, TTL Associates, Inc. (TTL) is pleased to submit this fee proposal to perform geotechnical subsurface investigation services for the referenced project. This proposal has been developed based on the following:

- An email from Mr. Bryan to Mr. Tim Pedro of TTL dated July 21, 2014, that included an aerial map of the general project vicinity.
- A telephone conversation between Mr. Bryan and Mr. Scott Heisey of TTL on August 12, 2014, regarding scope for test borings and auger probes of one exploration per approximately 1,000 lineal feet of waterline alignment.
- A follow-up telephone conversation between Mr. Bryan and Mr. Heisey on November 10, 2014, regarding expansion of the scope to include one exploration per approximately 500 lineal feet of waterline alignment.
- A telephone conversation between Mr. Bryan and Mr. Heisey on December 8, 2014, regarding clarification of the scope and schedule.

**PROJECT DESCRIPTION**

We understand that the project consists of nearly 4 miles of new waterline installation from the Village of Marblehead mainland to Johnson Island, in Ottawa County, Ohio. Approximately 4,000 lineal feet (LF) will cross over Sandusky Bay, and at this time it is anticipated that the waterline will be supported on the existing bridge to Johnson Island, or embedded by directional drilling methods in soil or rock beneath the bay. Approximately 19,000 LF of new waterline is planned on Johnson Island, expected to be installed by cut-and-cover methods.

In general, the waterline is expected to have approximately 5 feet of ground cover, with a nominal pipe invert elevations generally no greater than 6 feet below existing grades. Shallow bedrock is a concern throughout Johnson Island, and a geotechnical subsurface investigation is requested to assess overburden soil and top of bedrock conditions. The scope of investigation is limited to the 19,000 LF on the island, and will not address any crossing locations over the bay.

## **SCOPE OF WORK**

TTL proposes to conduct a geotechnical subsurface investigation to evaluate the properties of the overburden soils and depth to bedrock with respect to installation and support of the proposed waterline. A drill rig and crew will be utilized to advance test borings into the underlying soils for the purpose of collecting samples and performing in-situ tests, as well as intermittent auger probe borings to evaluate depth of bedrock. Laboratory testing will be conducted on the collected soil samples to provide physical properties and characteristics of the underlying materials. Geotechnical evaluations and recommendations will be developed based on information obtained from the drilling and laboratory testing.

The proposed scope of work has been divided into the following three tasks:

### **Task 1 – Mobilization, Drilling and Sampling**

A total of 40 borings are requested for this investigation, to provide a general spatial distribution of exploration on the order of one for every 500 LF of waterline. At ten (10) locations, the explorations will consist of test borings that will include sampling of subsoils to evaluate soil types and properties. At the remaining thirty (30) locations, the explorations will consist of auger probes without soil sampling, drilled to determine top of bedrock (or absence) based on auger refusal (or lack thereof). Both the test borings and auger probes will be advanced to a depth of 8 feet below existing grade, or to auger refusal, whichever is first encountered.

No rock coring is planned for this investigation. However, we have included a unit price for rock coring (without quantities), should subsurface conditions warrant this additional exploration.

TTL will mobilize a drill rig and crew to the site, perform the indicated borings/probes, and return the collected soil samples to our laboratory for testing. At this time, a location plan of the proposed alignment has not been provided, and boring/probe locations have not been established. We understand that CT will furnish a waterline alignment plan, and coordinate with TTL to develop the exploration location plan. We further understand that CT or its surveyor will stake or mark the boring/probe locations in the field prior to commencement of the work.

TTL will notify Ohio Utilities Protection Service (OUPS) for utility markings and clearances. If obstructions, overhead power lines, or underground utilities are encountered, the test borings and auger probes may have to be relocated. The relocation distance shall be kept to a minimum.

We further understand that the boring/probe locations will generally be just off the pavement, such that the exploration can be completed with a truck-mounted drilling rig. We anticipate that locations are accessible such that minimal straddling or interference into roadways will occur, and traffic maintenance is expected to consist only of signs and cones, without the need for flaggers.

The test borings and auger probes will be performed in general accordance with ASTM D 1586 and D 5434. In the test borings with sampling, split-spoon samples will be obtained continuously in the soil subgrade to boring termination. Standard Penetration Tests will be performed at the same intervals.

Upon completion of the drilling operations, the boreholes will be backfilled with a mixture of bentonite chips and auger cuttings. Where borings are extended through existing asphalt or concrete pavements, the surface will be patched using asphalt patch or a "Quikrete" product, respectively.

### **Task 2 - Laboratory Testing**

Geotechnical evaluations pertaining to waterline installation will be evaluated using soil index properties and engineering parameters determined from laboratory tests performed on the recovered soil samples. Laboratory tests to be performed for this investigation are anticipated to include the following:

- Visual description, classification, and logging of soil test borings
- Moisture content determinations (ASTM D 2216)
- Particle size analysis (ASTM D 422)
- Atterberg limits test (ASTM D 4318)

All recovered soil samples will be visually classified in general accordance with the Unified Soil Classification System (USCS). In addition, approximately one-half of the recovered soil samples will be tested for moisture content. If intact cohesive samples are obtained, unconfined compressive strength determinations will be made using a calibrated hand penetrometer. We have also budgeted for Atterberg limits tests and particle size analyses to be performed on two representative soil samples to evaluate soil classification and index properties.

### **Task 3 - Engineering Analysis and Report Preparation**

A geotechnical engineer will take the information from the driller's field logs and prepare engineering logs describing each encountered stratum. Geotechnical evaluations and construction recommendations will be prepared under the direction of a licensed professional engineer. The recommendations will address characteristics and observations of the encountered subsurface soils and top of bedrock along the proposed waterline alignment. The final report will contain the field investigation and laboratory test data, state our findings and evaluations, and include a log identifying each test boring and auger probe.

## PROJECT COST ESTIMATE

TTL proposes to perform the field and laboratory work on a unit rate basis, in accordance with the tasks and unit prices indicated on the "Detailed Project Scope and Cost Estimate" attached as part of this proposal. These tasks have been identified to meet the requested scope of work. The field and laboratory services would be invoiced based on actual quantities of work performed. Based on the indicated scope and unit pricing, the total cost of the investigation is estimated to be \$8,678.00.

The engineering fees include evaluations and consultation through submittal of the final report. Any project meetings, as well as additional analysis and consultation services, will be invoiced in accordance with the following unit rates:

- Project Engineer for additional analysis and engineering evaluation, per hour ..... \$ 110.00
- Chief Geotechnical Engineer (P.E.) for meetings and consultation, per hour..... \$ 146.00

Our final report will be submitted in electronic (pdf file) format. Bound hardcopies of the final report can also be made available, if requested, at an additional fee of \$25.00 per copy.

## SCHEDULE

TTL is prepared to begin work on this project upon receipt of written authorization to proceed. Based on our current drilling schedule, we anticipate that the field work can be completed within two to three weeks of authorization. Drilling is expected to require 3 days to complete. Our final report will be available approximately two to three weeks after completion of the drilling operations.

## TERMS AND CONDITIONS

Work shall be performed in accordance with the attached TTL Agreement for Services. Please execute the attached agreement forms and return one copy to our office as our authorization to proceed. Alternatively, a Purchase Order referencing this proposal by number and date may be provided as our authorization to proceed.

TTL will apply reasonable care to avoid encountering underground structures and utilities, including notification of OUPS prior to the field work to obtain clearances within OUPS' jurisdiction. The client is to furnish TTL with plans identifying private on-site underground structures and utilities, and to notify TTL of those structures and utilities not shown on said plans. Any claims resulting from damage to structures/utilities not identified or mismarked by OUPS locaters and/or the client are not the responsibility of TTL, regardless if such damages are direct, indirect, or consequential.

TTL appreciates this opportunity to provide the Village of Marblehead and CT Consultants with our quality geotechnical services, and we look forward to working with you on this project. Should you have any questions, please contact us at (419) 324-2222.

Respectfully submitted,

TTL Associates, Inc.



Christopher P. Iott, P.E.  
Senior Geotechnical Engineer



J. Scott Heisey, P.E.  
Vice President & Chief Geotechnical Engineer

cc: Mr. Kent Bryan – CT Consultants

Attachments - Detailed Project Scope and Cost Estimate  
- Agreement for Services  
- Terms and Conditions

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## 4 Current Marblehead Water System

### 4.1 RATES AND CHARGES

The Villages current base rates for residential water service are presented in the following table:

VILLAGE OF MARBLEHEAD, OHIO WATER RATES			
GALLONS PER MONTH	JANUARY 1, 2014	JANUARY 1, 2015	JANUARY 1, 2016
First 3,500	\$30.00	\$3X.XX	\$3X.XX
Second 1,XXX	\$XX.XX	\$XX.XX	\$XX.XX
Third XXXXX	\$XX.XX	\$XX.XX	\$XX.XX

XXXXXXXXXXXXXXXXXXXX

The village has an ordinance establishing tapping fees and methods as well as rate determinations. See Appendix 8.3 for a copy of the ordinance.

### 4.2 WATER TREATMENT PLANT CAPACITY AND QUALITY

There have been several upgrades to the Villages water treatment plant since 2005 that have increased its capacity. These upgrades were the result of recommendations presented in the 2005 General Plan for WTP Improvements. The present capacity is 0.553 million gallons per day.

The Village has recently reviewed that plan and believes that additional plant capacity is not needed at this time to service the existing two-hundred and sixty-nine (269) houses on Johnson's Island.

XXXXXX Address future needs. XXXXXX

XXXXXX Narrative on peak holiday demand. XXXXXX

XXXXXX Narrative on water quality. XXXXXX See Appendix 8.3 for a copy of the annual water quality report.



### 4.3 DISTRIBUTION SYSTEM VOLUME AND PRESSURE STATUS

XXXXXXXX Discussion about the distribution analysis by Floyd Browne Group dated 10-06-11 goes here. XXXXXXXX

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## **5 Fire Insurance Rating**

### **5.1 CURRENT INSURANCE RATING**

The.

### **5.2 PROJECTED INSURANCE RATING**

The.

### **5.3 IMPACT ON FIRE INSURANCE PREMIUMS**

The.

**INSURANCE SERVICES OFFICE, INC.**

4 B EVES DRIVE SUITE 200 MARLTON, NJ 08053 (856) 985-5600 FAX (856) 985-5464

August 15, 2000

Honorable Steve Plotner, Mayor  
513 West Main Street  
Marblehead, OH 43440

Dear Mayor Plotner:

We wish to thank you, Chief Jim Lukac, Water Superintendent Bob Biers, and others for the cooperation given to our representative during our recent survey. We have completed our evaluation of the public protection classification for your village and advise that the protection class has improved to Class 5.

Formerly Class 6 applied. The new classification may result in a decrease in the property insurance premium calculations for many insured properties within the village. The new classification will be effective November 1, 2000.

The Class 5 classification applies to properties inside the village within a 1,000 feet of a fire hydrant, five (5) road miles of the fire station and with a needed fire flow of 3500 gpm or less. The private and public protection at properties with larger needed fire flows are individually evaluated, and may vary from the village classification.

The purpose of our visit was to gather information needed to determine a public protection classification which may be used to develop property insurance calculations. This survey was not conducted for property loss prevention or life safety purposes and no life safety or property loss prevention recommendations will be made.

We are attaching copies of our Grading Sheet and the results of the hydrant flow test witnessed during our survey.

If you have any questions concerning the new classification, please let us know.

Very truly yours,

*Public Protection Dept.*  
(856)-985-5600 Ext. 403

Enclosures

/jha

cc: Chief Jim Lukac  
Mr. Bob Biers, Water Superintendent

**GRADING SHEET  
FOR  
MARBLEHEAD (OTTAWA CO.), OH**

Public Protection Class: 5

Surveyed: March 3, 2000

<u>Feature</u>	<u>Credit Assigned</u>	<u>Maximum Credit</u>
Receiving & Handling Fire Alarms	06.71%	10.00%
Fire Department	22.93	50.00%
Water Supply	24.55	40.00%
*Divergence	-3.11	
<b>Total Credit</b>	<b>51.08%</b>	<b>100.00%</b>

The Public Protection Class is based on the total percentage credit as follows:

<u>Class</u>	<u>%</u>
1	90.00 or more
2	80.00 to 89.99
3	70.00 to 79.99
4	60.00 to 69.99
5	50.00 to 59.99
6	40.00 to 49.99
7	30.00 to 39.99
8	20.00 to 29.99
9	10.00 to 19.99
10	0 to 9.99

\*Divergence is a reduction in credit to reflect a difference in the relative credits for Fire Department and Water Supply.

The above classification has been developed for use in property insurance premium calculations only.

# HYDRANT FLOW DATA SUMMARY

CITY: **MARBLEHEAD** STATE: **OH** ZIP: **43440** WITNESSED BY: **Insurance Services Office** DATE: **MARCH 3, 2000**  
 COUNTY: **OTTAWA**

TEST NO.	TYPE DIST.	TEST LOCATION	SERVICE	FLOW - GPM		PRESSURE PSI		FLOW AT 20 PSI		REMARKS
				INDIVIDUAL EXTRANTS	TOTAL	STATIC	RESID.	NEEDED	AVAIL.	
1	Comm	Rte. 163 of Lake Breeze 2 <sup>nd</sup> Hydrant South	I	920	920	82	40	2250	1100	OK
2	Comm	West Main of Alexander Pike 2 <sup>nd</sup> Hydrant East	I	1090	1090	74	50	3000	1700	OK
3	Res	Lakeview of Stone Street 1 <sup>st</sup> Hydrant West	I	1060	1060	73	46	1000	1500	OK
4	Comm	Perry & Prairie	I	1060	1060	70	58	1250	2300	OK
5	Comm	Rte. 163 @ Point Falls Condos	I	840	840	72	24	2250	900	OK

THE ABOVE LISTED NEEDED FIRE FLOWS ARE FOR PROPERTY INSURANCE PREMIUM CALCULATIONS ONLY AND ARE NOT INTENDED TO PREDICT THE MAXIMUM AMOUNT OF WATER REQUIRED FOR A LARGE SCALE FIRE CONDITION. THE AVAILABLE FLOWS ONLY INDICATE THE CONDITIONS THAT EXISTED AT THE TIME AND AT THE LOCATION WHERE TESTS WERE WITNESSED.

\* Comm = Commercial ; Res = Residential  
 \*\* Needed is the ratio of flow for a specific duration for a full credit condition. Needed Fire Flows greater than 3,500 gpm are not considered in determining the classification of the city when using the Fire Suppression Rating Schedule.

## About ISO

ISO is a leading source of information about property/casualty insurance risk. For a broad spectrum of commercial and personal lines of insurance, we provide statistical, actuarial, underwriting, and claims data; policy language; information about specific locations; fraud-identification tools; consulting services; and information for marketing, loss control, and premium audit.

ISO is an advisory organization, and insurers may use our information, modify it, or not use it, as they see fit.

ISO is a member of the Verisk Analytics Family of Companies.

### Information about individual communities and properties

ISO collects information useful in many aspects of insurance underwriting. That information includes evaluations of public fire protection, flood risk, and the adoption and enforcement of building codes in individual communities. Information on municipal services helps the communities with their efforts to manage and mitigate their risk.

We perform the evaluations as a service to the insurance industry and do not charge a fee to the communities.

Through the Public Protection Classification (PPC™) program, ISO evaluates municipal fire-protection efforts in communities throughout the United States. A community's investment in fire mitigation is a proven and reliable predictor of future fire losses. So insurance companies use PPC information to help establish fair premiums for fire insurance — generally offering lower premiums in communities with better protection. Many communities use the PPC as a benchmark for measuring the effectiveness of their fire-protection services. The PPC program is also a tool that helps communities plan for, budget, and justify improvements.

Through the Building Code Effectiveness Grading Schedule (BCEGS®) program, ISO assesses the building codes in effect in individual communities and how those communities enforce their building codes. The assessments place special emphasis on mitigation of losses from natural hazards. The concept is simple: municipalities with well-enforced, up-to-date codes should demonstrate better loss experience, and insurance rates can reflect that.

The prospect of lessening catastrophe-related damage and ultimately lowering insurance costs provides an incentive for communities to enforce their building codes rigorously — especially as they relate to windstorm and earthquake damage.

ISO also evaluates sprinklered and nonsprinklered commercial buildings and residential properties and supplies important underwriting and rating information for insurers.

### For more information . . .

. . . on ISO and its community mitigation programs, click [Talk to ISO Mitigation](#) or call the ISO mitigation specialists at 1-800-444-4554.



## Fire Suppression Rating Schedule (FSRS) Overview

### Find more information on this topic for:

» Insurers » Government

The Fire Suppression Rating Schedule (FSRS) is a manual containing the criteria ISO uses in reviewing the fire prevention and fire suppression capabilities of individual communities or fire protection areas. The schedule measures the major elements of a community's fire protection system and develops a numerical grading called a Public Protection Classification (PPC™).

Our FSRS employs nationally accepted standards developed by such organizations as the National Fire Protection Association (NFPA), the American Water Works Association (AWWA), and the Association of Public-Safety Communications Officials (APCO) International. When those organizations update their standards, the ISO evaluation changes as well. The PPC program always provides a useful benchmark that helps fire departments and other public officials measure the effectiveness of their efforts — and plan improvements.

### How the FSRS works

The FSRS lists a large number of items (facilities and practices) that a community should have to fight fires effectively. The schedule is performance based and assigns credit points for each item. Using the credit points and various formulas, ISO calculates a total score on a scale of 0 to 105.5.

To receive certain PPC ratings, a community must meet minimum criteria. After a community meets those criteria, the PPC rating depends on the community's score on the point scale. For more information, see:

Minimum Facilities and Practices to Get a PPC Rating

Minimum Criteria for Class 9

Minimum Criteria for Class 8B

Minimum Criteria for Class 8 or Better

Scores and PPC Ratings

The FSRS considers three main areas of a community's fire suppression system: emergency communications, fire department (including operational considerations), and water supply. In addition, it includes a Community Risk Reduction section that recognizes community efforts to reduce losses through fire prevention, public fire safety education, and fire investigation.

#### Emergency communications

A maximum of 10 points of a community's overall score is based on how well the fire department receives and dispatches fire alarms. Our field representatives evaluate:

the emergency reporting system

the communications center, including the number of telecommunicators

computer-aided dispatch (CAD) facilities

the dispatch circuits and how the center notifies firefighters about the location of the emergency

#### Fire department

A maximum of 50 points of the overall score is based on the fire department. ISO reviews the distribution of fire companies throughout the area and checks that the fire department tests its pumps regularly and inventories each engine and ladder company's equipment according to NFPA 1901. ISO also reviews the fire company records to determine factors such as:

type and extent of training provided to fire company personnel

number of people who participate in training

firefighter response to emergencies

maintenance and testing of the fire department's equipment

#### Water supply

A maximum of 40 points of the overall score is based on the community's water supply. This part of the



survey focuses on whether the community has sufficient water supply for fire suppression beyond daily maximum consumption. ISO surveys all components of the water supply system. We also review fire hydrant inspections and frequency of flow testing. Finally, we count the number of fire hydrants that are no more than 1,000 feet from the representative locations.

#### **Community risk reduction**

The Community Risk Reduction section of the FSRS offers a maximum of 5.5 points, resulting in 105.5 total points available in the FSRS. The inclusion of this section for "extra points" allows recognition for those communities that employ effective fire prevention practices, without unduly affecting those who have not yet adopted such measures.

The addition of Community Risk Reduction gives incentives to those communities who strive proactively to reduce fire severity through a structured program of fire prevention activities. The areas of community risk reduction evaluated in this section include:

- fire prevention
- fire safety education
- fire investigation

#### **Obtaining the FSRS**

The FSRS is available as a PDF:

- 2013 revised FSRS — \$100
- 1980 FSRS for Texas — \$100
- Both 2013 and 1980 FSRS — \$150

Fire chiefs can access a complimentary copy of the FSRS on ISO's Fire Chiefs Online website by registering at <http://www.isomitigation.com/fco/register.html>.

#### **For more information . . .**

. . . on any topic related to the Public Protection Classification (PPC™) program or the Fire Suppression Rating Schedule, Contact ISO Mitigation, or call the ISO mitigation specialists at 1-800-444-4554.



## Minimum Facilities and Practices to Get a PPC™ Rating

Before a community can receive an ISO Public Protection Classification (PPC™), the community must have at least these minimum facilities and practices:

### Organization

The community must have a fire department organized permanently under applicable state or local laws. The organization must include one person responsible for the operation of the department, usually with the title of "chief."

The fire department must serve an area with definite boundaries. If a community does not have a fire department operated solely by or for the governing body of that community, the fire department providing such service must do so under legal contract or resolution. When a fire department's service area involves more than one community, each of the communities served should have a contract.

### Firefighter response to alarms

To receive better than PPC Class 10, the fire department must demonstrate that at least 4 firefighters respond on the initial alarm to all reported structure fires. One of the 4 may be the chief officer.

### Training

The fire department must conduct training for active members at least 3 hours every 3 months.

### Emergency communications

Communications facilities and arrangements must operate without delay in the receipt of alarms and dispatch of firefighters and apparatus.

### Apparatus

The department must have at least one piece of apparatus meeting the general criteria of National Fire Protection Association (NFPA) 1901, *Standard for Automotive Fire Apparatus*.

### Housing

The department must house apparatus to provide protection from the weather.

If the community does not meet the minimum criteria, ISO will assign the community a Class 10.

### Other criteria

ISO's Fire Suppression Rating Schedule (FSRS) — the manual ISO uses in reviewing the firefighting capabilities of individual communities — lists other minimum criteria for receiving particular PPC ratings:

- minimum criteria for Class 9
- minimum criteria for Class 8B
- minimum criteria for Class 8 or better

### For more information . . .

. . . on any topic related to the Public Protection Classification (PPC™) program or the Fire Suppression Rating Schedule, Contact ISO Mitigation, or call the ISO mitigation specialists at 1-800-444-4554.

## Minimum Criteria for Class 9

To receive a Public Protection Classification (PPC™) of Class 9, a community must first have the minimum facilities and practices needed to get a PPC rating. That includes at least one piece of apparatus with a permanently mounted pump. The pump needs a rated capacity of 250 gpm or more at 150 psi and at least a 200-gallon water tank. The fire department must deliver a minimum of 500 gallons of water to all reported first-alarm structure fires. The community must also earn a score of at least 100 credit points on the following items from the Fire Suppression Rating Schedule (FSRS):

### Records

Records must indicate the date, time, and location of fires; the number of responding members; the number of training sessions; and the maintenance of apparatus and equipment. Each community must also keep an up-to-date roster of fire department members. **10 points prorated**

### Equipment

**The community must also provide the following equipment, in accordance with the general criteria of NFPA 1901:**

400 feet of 1.5", 1.75", or 2" hose	<b>16 points</b>
2 handline nozzles, 95 gpm minimum	<b>16 points</b>
2 portable fire extinguishers suitable for use on Class A, B, and C fires. Minimum sizes should be 80-BC rating in a dry chemical extinguisher and a 2.5-gallon water extinguisher.	<b>4 points</b>
1 extension ground ladder 24-foot or longer	<b>14 points</b>
1 straight ladder (12-foot) with roof hooks	<b>8 points</b>
4 self-contained breathing apparatus (SCBA)	<b>16 points</b>
1 spare SCBA cylinder for each SCBA carried (up to 4)	<b>4 points</b>
1 pick-head axe and 1 flat-head axe	<b>2 points</b>
2 portable hand lights	<b>4 points</b>
1 pike pole or plaster hook	<b>2 points</b>
1 forcible-entry tool	<b>2 points</b>
1 two-way radio assigned to the apparatus	<b>16 points</b>

The criteria, specifications, and tools listed above are important in establishing Class 9 protection. However, the specific size and nomenclature of each individual subitem may be subject to local conditions in the graded community. ISO may credit equipment having other names or different dimensions than indicated in the apparatus specifications.

**For more information . . .**

. . . on any topic related to the Public Protection Classification (PPC™) program or the Fire Suppression Rating Schedule, Contact ISO Mitigation, or call the ISO mitigation specialists at 1-800-444-4554.

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## **Marblehead Water Department**

---

**From:** "John Madison" <jmadison@frederick-insurance.com>  
**Date:** Friday, October 10, 2014 2:04 PM  
**To:** "Kent Bryan" <KBryan@ctconsultants.com>  
**Subject:** Johnsons Island Homeowners Insurance

We rated the same individual insuring a house for \$100,000 with identical coverage on Johnsons Island and in Marblehead. The Marblehead premium was \$483.42 and the Johnsons Island premium was \$632.21, a difference of 23.6%. This difference could change from company to company, so you may need to check specifics, but it is a good indication.

A couple of other thoughts:

- There are companies that will not provide insurance in class 9. Hydrants may provide more insurance companies from which those residents could choose.
- There are companies who will limit the amount of insurance they will provide on a building in class 9. For instance they will provide insurance, but only up to \$500,000 for any one building. This also could make more companies available to the Johnson Island residents.

Hope this helps.

John Madison  
Frederick Agency, Inc.  
PO Box 100, 120 W 2nd St.  
Port Clinton, OH 43452  
Ph: 419-732-3171  
Fax: 419-734-3838  
[www.frederick-insurance.com](http://www.frederick-insurance.com)

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SECTION ?

Local Insurance Agencies:

Bolte Insurance  
134 East 2<sup>nd</sup> Street  
Port Clinton, Ohio 43452  
419-732-3111

Frederick Agency  
120 West 2<sup>nd</sup> Street  
Port Clinton, Ohio 43452  
419-732-3171

State Farm Insurance  
Trish McCartney  
1848 Perry Street, Suite 120  
Port Clinton, Ohio 43452  
419-734-2715

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## 6 Design of Proposed Water System

### 6.1 LAYOUT OF LAKE CROSSING

The proposed lake crossing would begin at an existing twelve (12) inch diameter Village water line located approximately eighty (80) feet north of the existing tollgate at the end of Gaydos Drive. The proposed water line would extend southward in the roadway another one-hundred and twenty-five (125) feet from the tollgate then angle southeast into Sandusky Bay on the east side of the causeway. Next the line would proceed to the island underwater, paralleling the causeway centerline approximately sixty (60) feet from that centerline, for another three-thousand and four-hundred (3,400) feet where it would angle southwestward onto the island's north shore for another four-hundred (400) feet. For estimation purposes the total crossing length would be approximately four-thousand (4,000) feet. A twelve (12) inch diameter pipe was estimated for the crossing but it is possible a different size pipe may be needed after a detailed design is performed.

Care must be taken while proceeding with this crossing as there is a nearby General Telephone Company submerged telecommunications cable. The cable provides service to the island. The cable parallels the causeway centerline approximately one-hundred and ten (110) feet off shore from that centerline.

Vaults would be located at each end of the bay crossing. Each of these vaults will contain shut-off and air relief valves. A flow meter will be located in the mainland vault for leak detection. A flow meter in the island side vault is also recommended. A blow-off valve will be located on the island side for line flushing. Water sample collection taps will be located in each vault to monitor water quality.

A drawing of the proposed bay crossing can be found in Appendix 8.6.

### 6.2 LAYOUT OF ISLAND PORTION

The water line would next branch out in three directions from the vault at the south end of the bay crossing. The water lines would then loop around the island and through the Baycliffs subdivision in existing road rights of way. There would only be two (2) dead-ends on the line, one at the end of Dixie Place Road and one at the end of S. Quarry Stone Court. It is possible that there may be



two (2) more dead-ends if the water line does not cross the Baycliffs quarry channel. The water line will still loop around on S. Woodcliff Drive and E. Baycliffs Drive.

In order to maintain water freshness someone would have to manually monitor and flush the system when necessary during the off-season. This would only need to be done at valves located at dead-ends during the non-peak months from September to May. It is possible that automated flush valves could be installed at a later date. Fire hydrants placed about every five-hundred (500) feet will also be spaced along the line in accordance with local codes as well as other isolation, air vent, and blow-off valves. It has been estimated that there will be forty-two (42) fire hydrants.

The estimated total length of pipe required would be approximately twenty-thousand, two-hundred and twenty-five (20,225) feet. A ten (10) inch diameter pipe was estimated for the island system but it is possible different size pipes may be needed after a detailed design is performed.

A drawing of the proposed island water lines can be found in Appendix 8.6.

## **6.3 PERMITTING REQUIREMENTS**

Various environmental and construction permits are going to be required to complete the proposed water supply system for Johnson's Island. At least five (5) government agencies have been identified that will have some jurisdiction over the project. The individual agency involvement is explained in more detail in the following sections.

### ***6.3.1 Ohio Department of Natural Resources, Office of Coastal Management (DCM)***

The land between Johnson's Island and the mainland was historically submerged and is within the State of Ohio's Designated Coastal Management Area. The causeway and other existing utilities servicing the island were granted permission by the State to cross Sandusky Bay by what is called a Submerged Land Lease. The OCM has been given legislative authority to administer the Submerged Land Lease program.

A Submerged Lands Lease is required for the area occupied by wharfs, docks, marinas, piers, boat ramps, seawalls, breakwaters, stone revetments, groins, jetties, water intakes, utility lines, and any other structures or artificially placed fills that extend past the natural shoreline.





A brief description of the management area from the OCM's website follows.

Ohio's Designated Coastal Management Area extends from the international boundary line in Lake Erie between the United States and Canada, and from the boundary lines in Lake Erie between Ohio and Michigan on the west and Ohio and Pennsylvania on the east, landward to the extent necessary to include shorelands which have a direct and significant impact on coastal waters. It includes the waters of Lake Erie, the islands in the lake, and the lands under and adjacent to the lake, including transitional areas, wetlands and beaches.

Ohio's Designated Coastal Management Area includes land and water areas from the counties of Lucas, Wood, Ottawa, Sandusky, Erie, Lorain, Cuyahoga, Lake and Ashtabula. Of these nine counties all but Wood County are adjacent to Lake Erie. A portion of the Maumee River and its riparian areas in Wood County are included in the designated area.

Sandusky Bay and Maumee Bay are considered part of Lake Erie.

A new water line out to the island will require XXXXXXXXXXXX

### *6.3.2 United States Department of Defense, Army Corp of Engineers (ACOE)*

The ACOE has legislative jurisdiction over all activities conducted in navigable waters and wetlands in the United States. A construction permit may be required by Section 10 of the Rivers Harbors Act and another may be required by Section 404 of the Clean Water Act depending on the method required to install a pipe line out to the island. A permit application submittal to the ACOE would consist of several forms, constructions plans, and specifications. The application package would then be submitted to the Buffalo District Office for review.

The ASCOE District Engineer will make a decision determining their degree of jurisdiction over the project and what permit(s) may apply. One such permit, Nationwide General Permit, NWP12 – Utility Line Activities, may be required for this project. The permit requires disturbed site restoration to preconstruction conditions and ACOE approval (sign-off) after construction completion.



### *6.3.3 United States Fish and Wildlife Service (FWS)*

If the ACOE has jurisdiction over the water line project then they will have to formally consult with the FWS. Some of the following text is from the FWS website and it explains the process required by Section 7 of the Endangered Species Act (ESA). Note that the ACOE is a Federal agency and must comply with the ESA.

Under provisions of section 7(a)(2) of the ESA, a Federal agency (the ACOE) that carries out, permits, licenses, funds, or otherwise authorizes activities that may affect a listed species must consult with the FWS to ensure that its actions are not likely to jeopardize the continued existence of any listed species.

The Federal agency, or the applicant as the designated non-Federal entity, contacts the appropriate local FWS office to determine if listed species are present within the action area. The FWS responds to the request by providing a list of species that are known to occur or may occur in the vicinity; if the FWS provides a negative response, no further consultation is required unless the scope or nature of the project is altered or new information indicates that listed species may be affected.

If listed species are present, the Federal agency must determine if the action may affect them. A may affect determination includes those actions that are not likely to adversely affect as well as likely to adversely affect listed species. If the Federal agency determines that the action is not likely to adversely affect listed species (e.g., the effects are beneficial, insignificant, or discountable), and the FWS agrees with that determination, the FWS provides concurrence in writing and no further consultation is required.

If the Federal agency determines that a project is likely to adversely affect a listed species or designated critical habitat, the agency initiates formal consultation by providing information with regard to the nature of the anticipated effects. The ESA requires that consultation be completed within 90 days, and the regulations allow an additional 45 days for the FWS to prepare a biological opinion. The analysis of whether or not the proposed action is likely to jeopardize the continued existence of the species or adversely modify designated critical habitat is contained in a biological opinion. If a jeopardy or adverse modification determination is made, the biological opinion must identify any reasonable and prudent alternatives that could allow the project to move forward, make a determination as to whether or not a permit will be required, or prohibit the project from taking place.



Section 10 of the ESA is designed to regulate a wide range of activities that affect endangered and threatened plants and animals and the habitats upon which they depend. Unless specifically allowed by permit, the ESA prohibits activities that affect listed species and their habitats. The FWS may only issue permits for purposes consistent with the conservation of the species.

#### *6.3.4 State of Ohio, State Historic Preservation Office (SHPO)*

The SHPO will need to be notified because above water construction activities on the island will be conducted in the area of a site that has been designated historical by the National Park Service's National Register of Historic Places. The site is the entire island and it is designated as the Johnson's Island Civil War Prison, National Register Number 75001514. Critical areas to note are the remains of forts and cemetery.

The SHPO may require that a Cultural Resources Study be conducted in all areas of water line construction on the island. The SHPO is the state agency that oversees historic preservation efforts in Ohio. There may also be other state or local preservation laws that the Village should be aware of before they undertake a project on a historic area and the SHPO will identify those.

#### *6.3.5 Ohio Environmental Protection Agency (OEPA), Division of Drinking Water*

The OEPA has legislative authority requiring all construction plans for all extensions of public drinking water systems be approved by their agency. An application package will need to be prepared and submitted for their review. The submittal will consist of an application fee, a completed "Water Supply Data Sheet" form, constructions plans, and technical specifications.

The package will then be submitted to the Northwest District Office and upon plan approval the OEPA Director will issue a letter authorizing construction.

### **6.4 ENGINEER'S COST ESTIMATE**

Preliminary construction cost estimates have been prepared to give an economical perspective to the proposed project. Project costs include engineering design, bidding, inspection, construction administration, permitting, advertising, legal fees, interest during construction, and other project related costs.



Costs have been broken down into two (2) main components: the mainland to island connector and the island distribution system. They were broken down this way because of the drastic difference in construction methodology that will have an impact on costs.

VILLAGE OF MARBLEHEAD, OHIO JOHNSON'S ISLAND WATER LINE EXTENSION	
PROJECT	COST
Lake Crossing Water Main	\$X,XXX,XXX
Island Water Distribution System	\$X,XXX,XXX
Total	\$X,XXX,XXX

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## 7 Procedure to Initiate Project

### 7.1 VILLAGE ORDINANCE AND OHIO LAW

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### 7.2 SIGNED PETITION OF PROPERTY OWNERS

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## 8 Appendix

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## 8.1 GEOTECHNICAL REPORTS

This appendix section contains the results of the geotechnical investigations conducted by CT Consultants in September of 2014 and by TTL Associates, Inc. in November of 2014.

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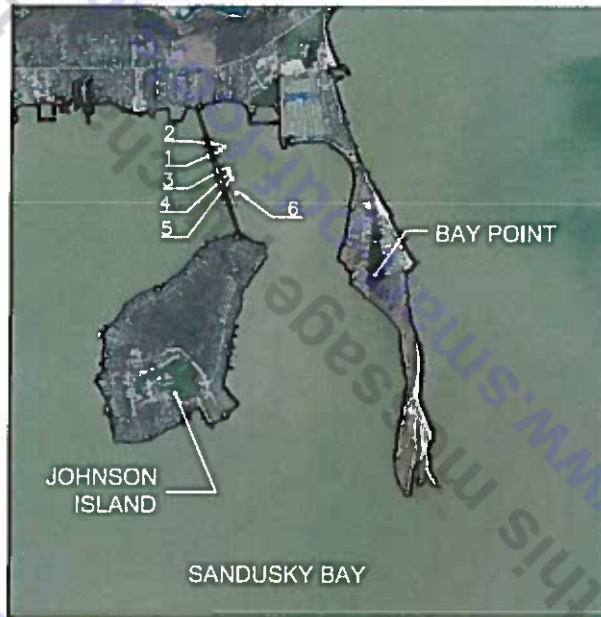
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CT CONSULTANTS, INC.						
Probed bottom of bay east side of Johnsons Island Causeway		Captain: Robak Boylorn				9/23/2014
Used iPhone App to determine probe positions		Deck Hands: Matt Barry, Kent Bryan Gary Panzero				
Probe No.	Latitude	Longitude	Latitude	Water Depth Feet	Refusal/ Silt Depth Feet	
1	41.50896	-82.73137	41.50896	2	5	
2	41.50919	-82.73108	41.50919	2	5	
3	41.50771	-82.73064	41.50771	9.5	2	
4	41.50742	-82.73055	41.50742	9	2	
5	41.50704	-82.73035	41.50704	3.5	4	
6	41.50607	-82.72988	41.50607	3	3.5	
7	41.50516	-82.72502	41.50516	3	2.5	
8	41.50343	-82.72116	41.50343	3	1.5	
9	41.51128	-82.73345	41.51128			
10	41.50977	-82.73272	41.50977			
11	41.50721	-82.73149	41.50721			
12	Slipped. Vehicle Parked on Bridge					
13	On road. South Bridge	-82.72992	41.5037			

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GRAPHIC SCALE IN FEET

PROBED BOTTOM OF BAY				
POINT #	LATITUDE	LONGITUDE	WATER DEPTH (FT)	BOTTOM THICKNESS AT REFUSAL (FT)
1	41.50896	-82.73137	2	5
2	41.50919	-82.73108	2	5
3	41.50771	-82.7384	9.5	2
4	41.50742	-82.73055	9	2
5	41.50704	-82.73035	3.5	4
6	41.50607	-82.72988	3	3.5

**BAY BOTTOM INVESTIGATION**  
**SEPTEMBER 23, 2014**



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## 8.2 RIGHT OF WAY DOCUMENTATION

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FILED  
COMMON PLEAS COURT  
2007 JUN 7 PM 4 36  
JOAN C. MONNETT  
CLERK OF COURTS  
OTTAWA COUNTY, OHIO

IN THE COURT OF COMMON PLEAS  
CIVIL DIVISION  
OTTAWA COUNTY, OHIO

BAYCLIFFS HOMEOWNER'S  
ASSOCIATION, INC.

Plaintiff,

v.

JOHNSON'S ISLAND PROPERTY  
OWNERS ASSOCIATION, ET AL.

Defendants

and

Karen Metzker, Terrance Kirkpatrick,  
Kevin Kirkpatrick, Lisa Assim, William  
A. Kirkpatrick, Jr., Michele Kirkpatrick,  
Ellen Nachman aka Ellen Louise  
Nachman aka Ellen L. Nachman,  
Sigmund W. Nachman, Janet M.  
Nachman, Dan Michalske, John E.  
Lehlbach, Holly F. Lehlbach, Bert K.  
Tomon and Virginia A. Tomon,

New Party Defendants

CASE NO: 04-CVH-202

JUDGE KURFESS

JUDGMENT ENTRY

FILED  
COMMON PLEAS COURT  
2007 AUG 27 PM 1 59  
CLERK OF COURTS  
OTTAWA COUNTY, OHIO

This matter came before the Court on June 5, 2007, for hearing on the settlement documents presented to the Court by counsel, including an Operating Agreement, an Agreement of Understanding between the Baycliffs Homeowners' Association ("BHOA") and Johnson's

VOL 0529 PG 23  
JOURNALIZED

VOL 0522 PG 071  
JOURNALIZED



Island Property Owner's Association ("JIPOA"), a Letter of Understanding between JIPOA, BHOA and the New Party Defendants concerning the joinder of a number of the Plaintiffs ("New Party Defendants") in Case No. 02-CVH-035, *Karen Metzker, et al. v. Johnson's Island Property Owners' Association* ("Metzker") in the instant case.

Before the Court were attorney Kimberly M. Sutter representing BHOA, attorney Gerald P. Ferguson representing JIPOA, and attorney Gary A. Kohli representing the New Party Defendants (Plaintiffs in Case No. 02-CVH-035, *Karen Metzker, et al. v. Johnson's Island Property Owners' Association*). The Court also invited James Redinger representing JIIG, not a party to the case, but a party to the settlement agreement, to participate with counsel. The Court also noted a number of individuals present including numerous members of BHOA and JIPOA and some Johnson's Island property owners not member of either JIPOA or BHOA.

After presentation of the settlement documents and extended discussion with counsel, the Court invited others in the Courtroom to address any issues and make relevant inquires.

The Court has been advised that the Operating Agreement has been submitted for review and ratification by all property owners on Johnson's Island pursuant to the procedures of JIPOA and BHOA and has been overwhelmingly approved at both the special membership meeting of JIPOA held April 22, 2007 and the general membership meeting of BHOA held May 5, 2007.

The Court has further been advised that Johnson's Island Investment Group, LLC has purchased the real property interests of Baycliffs Corporation pursuant to a foreclosure sale in Case No. 02-CVH-314 (*Baycliffs Homeowners' Assn., et al. v. Baycliffs Corporation, et al.*) and has acquired additional real property interests from Baycliffs Corporation by assignment as such interests may appear in the records of the Ottawa County Recorder or the State of Ohio, including without limitation, any interest of Baycliffs Corporation in the Causeway.

The Court has also been advised that the New Party Defendants, by and through their counsel, have ably represented those owners of property on Johnson's Island who may not be members of either BHOA or JIPOA.

The Court, having found that the Operating Agreement for the Governance of Johnson's Island Causeway and Roadways has been duly executed and approved by a valid vote of the membership of the JIPOA and BHOA.

The Court being fully satisfied that <sup>all</sup> full, pertinent issues in this case have been addressed orders as follows:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that all Owners of property on Johnson's Island, as that term is defined in the Operating Agreement, shall have granted and acceded to the following access rights:

Together with the nonexclusive right, in common with others, of vehicular access over the following roadways and causeway, as the same may be relocated from time to time:

- (i) the roadway known as Gaydos Drive, under the easements recorded in Volume 225, Page 717 and Volume 277, Page 737 of Ottawa County Deed Records and assigned to Grantor by instrument recorded in Volume 366, Page 824 of Ottawa County Deed Records, subject to the terms and conditions of said easements; and
- (ii) the causeway within the area under that certain Lease of Submerged Lands of Lake Erie Recorded in Volume 23, Page 525 of Ottawa County Lease Records, subject to the terms and conditions of such lease; and
- (iii) the roadways known as Confederate Drive and Memorial Shoreway as created, limited and defined under the Plats and Re-plats of Bay Haven Estates

Subdivision (and assigned to Grantor under instrument recorded in Volume 366, Page 824 of Ottawa County Deed Records); and

- (iv) all roadways platted in Baycliffs Subdivision Plat Volume 35, Pages 9 through 9E, of Ottawa County Records; and all roadways platted in Baycliffs Subdivision Plat Volume 36, Pages 5 through 11, of Ottawa County Records; and all roadways platted in Baycliffs Subdivision Plat Volume 39, Pages 7 through 8, of Ottawa County Records; and all roadways platted in Baycliffs Subdivision Plat Volume 41, Pages 33 through 36, of Ottawa County Records.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the attached Operating Agreement for the Governance of Johnson's Island Causeway and Roadways ("Operating Agreement") be hereby incorporated into this Judgment Entry; and

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Operating Agreement is hereby determined to be dispositive of all issues brought before the Court by the New Party Defendants in both the Metzker Case and the instant case, and is determined to be consistent with the findings of this Court in the Summary Judgment issued May 31, 2006 *nunc pro tunc* concerning the issues of access rights and contribution obligation of all owners of property on Johnson's Island; and

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Johnson's Island Investment Group, LLC is the successor to the real property interests of Baycliffs Corporation, as described above, and has voluntarily submitted itself and its property to the terms of the Operating Agreement; and

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Road Commission established by the Operating Agreement shall have the right, power and authority described in

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the Operating Agreement, to safeguard the access rights and determine the contribution obligation of all owners of property on Johnson's Island; and

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that JIPOA and BHOA shall have the right, power and authority described in the Operating Agreement to bill and collect all assessments for the Road Commission from the owners of property on Johnson's Island, including without limitation the lien rights described in the Operating Agreement; and

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that this Judgment Entry and the Operating Agreement shall be recorded in the office of the Ottawa County Recorder and shall be binding upon all property on Johnson's Island, as further identified in Attachment E to the Operating Agreement; and

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Metzker Case and the instant case are hereby settled and dismissed with prejudice; however, any unpaid obligations of any of the Plaintiffs in the Metzker case shall remain obligated to remit the unpaid balance, if any, of the specific amounts due JIPOA as set forth on Page 6 of the Consent Judgment Entry; and

IT IS FURTHER ORDERED, ADJUDGED AND DECREED THAT if any conflict in interpretation shall arise in the future between such any prior rulings, orders, or agreements in either the Metzker Case or the instant case and this Judgment Entry (including the Operating Agreement), such conflict shall be resolved in accordance with the Judgment Entry and the Operating Agreement; and

IT IS FURTHER ORDERED, ADJUDGED AND DECREED THAT the Ottawa County Court of Common Pleas shall retain continuing jurisdiction over the BHOA v. JIPOA and the Metzker v. JIPOA cases and all related matters; and

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IT IS FURTHER ORDERED, ADJUDGED AND DECREED THAT a transcript of the hearing of June 5, 2007, shall be prepared and made a part of the file; and

IT IS FURTHER ORDERED, ADJUDGED AND DECREED THAT the remaining costs in this matter after applying all deposits, shall be borne equally by Plaintiff BHOA and Defendant JIPOA.

IT IS SO ORDERED.

  
Judge Charles Kurfess

DATE: 6-7-07

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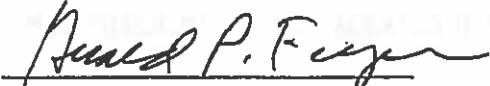
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## OPERATING AGREEMENT

### FOR GOVERNANCE OF JOHNSON'S ISLAND CAUSEWAY AND ROADWAYS

THIS AGREEMENT is entered into as of the 15<sup>th</sup> day of May, 2007, by, between and among Baycliffs Homeowners Association ("BHOA"), Johnson's Island Property Owners Association ("JIPOA"), Johnson's Island Investment Group LLC ("JIIG"), the Non-Member Owners defined in that certain Agreement of Understanding dated February 28, 2007 attached hereto and incorporated herein by reference as Attachment A) (the "Agreement of Understanding") and all additional persons who have affixed their signatures hereto as additional signatories.

WHEREAS, BHOA and JIPOA have entered into the Agreement of Understanding to establish a Road Commission for the administration and oversight of all Island Roads (which term shall include berms, drainage systems and rights of way for all Island Roads, as that term is defined in the Agreement of Understanding), the Causeway (defined by stipulation to mean the roadway from Bayshore Drive to the Confederate Cemetery, including without limitation Gaydos Drive, the Causeway, a portion of Confederate Drive, the berms, drainage systems and rights of way appurtenant to such roadways, and the parking lot of the Confederate Cemetery), and the Tollgate (which term shall include the existing tollgate, coin box, operating equipment and building and any replacement or supplemental structures, technology and/or equipment which may be constructed or installed hereafter to manage access and/or provide security to Johnson's Island across the Causeway) on behalf of all Owners; and

WHEREAS, the Ottawa County Court of Common Pleas has issued a Summary Judgment decision dated as of May 31, 2006 in the *BHOA v. JIPOA* case articulating certain access rights and obligations of contribution, which rights and obligations have been accepted by all signatories to this Operating Agreement, it being their express intent that this Operating Agreement, in addition to all purposes expressed herein, give effect and provide a means to implement all such rights and obligations;

WHEREAS, the Agreement of Understanding contains a number of additional defined and capitalized terms which, unless expressly supplemented or redefined in this Operating Agreement, shall have same meaning as that set forth in the Agreement of Understanding; and

WHEREAS, BHOA and JIPOA seek to have JIIG, the successor in title to Baycliffs Corporation, as well as the Non-Member Owners join with BHOA and JIPOA to establish the Road Commission; and

WHEREAS, BHOA, JIPOA, JIIG, and the Non-Member Owners (collectively the "Constituent Groups" and individually a "Constituent Group") agree that the Road Commission will serve pursuant to this Operating Agreement, which establishes procedures and defines the authority and responsibilities of the Road Commission, as well as the authority and responsibilities of the Constituent Groups and all Owners with respect to the Road Commission; and

WHEREAS, it is the goal and intention of the Constituent Groups that this Operating Agreement be acknowledged, accepted and executed by additional signatories who are Owners, but who

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may not be members of JIPOA or BHOA, all of whom agree to be represented by and are deemed to be included in the Non-Member Owners in order to ensure that the Agreement of Understanding and this Operating Agreement effectively and enforceably establish uniform procedures for the assessment and collection of every Owner's obligation to contribute to the Governance of the Causeway, Island Roads and the Tollgate; and

NOW, THEREFORE, in accordance with the foregoing, the Constituent Groups hereby agree as follows:

A. **JOHNSON'S ISLAND ROAD COMMISSION.**

(i) **Establishment and Responsibilities.** The Road Commission shall have the authority and responsibility to oversee the planning, budgeting, administration, management, maintenance, repair and improvement ("Governance") of Island Roads, the Causeway, and the Tollgate. The Road Commission shall have full authority to obtain bids, retain professional consultants, engage and oversee contractors, and all other powers, rights and authority necessary and desirable to complete its responsibilities enumerated herein.

As of the date of establishment of the Road Commission, the Road Commission will have no record interest in the Island Roads, Causeway, and/or the property on which the Tollgate is located, (collectively, the "Roadway Properties"), such record interests being vested in the name of one or more Constituent Groups.

The Road Commission shall consult with the BHOA, JIPOA and JIIG to evaluate the insurance coverage maintained by each of them with respect to the Roadway Properties. BHOA, JIPOA and JIIG shall provide the Road Commission with copies of all applicable insurance policies and contact information for their respective insurance agents. The Road Commission shall consult with BHOA, JIPOA and JIIG respecting the coverages, liability limits, loss payable provisions and any additional matters concerning the insurance coverage on the Roadway Properties. All insurance premiums paid by BHOA, JIPOA and JIIG and allocable to coverage of the Roadway Properties shall be reimbursed by the Road Commission upon application made to the Road Commission demonstrating such premium allocation and payment.

Until such time as the Road Commission may be established as an independent entity, all federal, state and local taxes payable with respect to operations conducted by the Road Commission shall be paid by the taxable entity having responsibility for such taxes. The Constituent Group incurring such tax liability shall submit evidence of payment of all such taxes to the Road Commission, and the Road Commission shall thereupon reimburse such Constituent Group for all taxes paid with respect to operations conducted by the Road Commission.

All regulatory applications and filings respecting the Roadway Properties, and all fees required for such applications and filings, shall be prepared, filed and/or paid by the person(s) or entity(ies) having responsibility for such matters before the date of this Operating Agreement. The Constituent Groups agree to cooperate and assist the Road Commission and each other in the preparation of any such applications and/or filings, whether federal, state, or local, which may be deemed by the Road Commission to be necessary or desirable for the effective administration of the Roadway Properties by the Road Commission.

Nothing contained herein shall preclude the establishment of the Road Commission as an independent entity nor preclude or require the transfer of ownership of the Roadway Properties to such entity once it is so established.

(ii) **Formation and Appointments to the Road Commission.** The Road Commission shall consist of seven members, with (a) two (2) members to be appointed by the



BHOA Trustees, to serve initial terms expiring 12/31/08 and 12/31/09, respectively, and (b) three (3) members to be appointed by the JIPOA Trustees, to serve initial terms expiring 12/31/07, 12/31/08, and 12/31/09, respectively, and (c) one (1) member to be appointed by the Non-Member Owners, to serve an initial term expiring 12/31/09, and (d) one (1) member to be appointed by JIIG, to serve an initial term expiring 12/31/09. All successive terms shall be for a period of three (3) years. Road Commission members shall continue to serve as representatives of the appointing Constituent Group until such time as their replacement has been appointed.

The Constituent Groups shall seek out and appoint individuals with suitable skills to the Road Commission. Each Constituent Group shall appoint and announce to the other Constituent Groups their initial Road Commission member(s) by April 30, 2007. The Road Commission shall notify all Owners of such appointments by no later than May 15, 2007.

If a majority of the Road Commission members agree that any member of the Road Commission is consistently missing meetings without good reason, obstructing Road Commission business and/or substantially failing to fulfill such member's Road Commission responsibilities, then the Road Commission shall report such unsatisfactory conduct to the appointing Constituent Group with a request that such appointee be replaced. Upon receipt of such report, the appointing Constituent Group shall review and investigate the allegations of the Road Commission and, if the appointee is found to not be a responsible and reliable representative of such Constituent Group to the Road Commission, then the Constituent Group may appoint a replacement Road Commission member to fulfill the term of the replaced member.

(iii) Structure of the Road Commission. Once constituted, the Road Commission will meet within two (2) weeks and elect a Chair, a Secretary and a Treasurer, each of whom will serve for a period of one (1) year. Except as may be otherwise specified in certain instances in this Operating Agreement, all actions, business and decisions to be undertaken by the Road Commission, including the election of officers, will require an affirmative vote of six (6) of the seven (7) members. The Chair, or in the Chair's absence the Secretary, will have the authority and responsibility for running the Road Commission meetings, but no member of the Road Commission will have any greater authority than other Road Commission members, unless such authority is agreed upon and delegated by the Road Commission.

The Road Commission shall establish such standing committees and subcommittees of its members as it deems necessary and appropriate to fulfill its responsibilities under this Operating Agreement. In establishing such committees, the Road Commission may request the Constituent Groups to suggest the names of Owners who may be willing to serve on one or more such committees.

The Road Commission shall adopt and/or promulgate procedural rules and regulations for its operation as are not inconsistent with the terms and provisions of this Operating Agreement.

(iv) Meetings. The Road Commission will meet no less often than quarterly, on the second Saturday in February, May, August, and November. The first regular meeting of the Road Commission shall take place on May 12, 2007 at 9 A.M. at the JIPOA Clubhouse. All regular meetings of the Road Commission shall be held at a public location that will accommodate attendance by no fewer than one hundred (100) Owners.

The Road Commission shall publish notice of its quarterly meetings to all Owners no less than (4) weeks in advance of every quarterly meeting after the first meeting, which notice shall include the date, time and location of the meeting. Notices of meetings shall include an

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Agenda of matters to be discussed at the meeting. All Owners shall have the right to attend and will be afforded the opportunity to speak at the quarterly meetings of the Road Commission.

The Road Commission may call additional special meetings as needed. The Road Commission shall publish notice of any special meeting to all Owners no less than (1) week in advance of such special meeting, which notice shall include the date, time, location and topic(s) of discussion of the special meeting. All Owners shall have the right to attend special meetings of the Road Commission.

The Road Commission shall call an emergency meeting to address any Emergency, as that term is defined in Section A(ix) of this Operating Agreement. An emergency meeting of the Road Commission may be conducted without strict compliance with the notice and location requirements for other meetings; however, the Constituent Groups shall make every reasonable effort to notify Owners if an emergency meeting of the Road Commission has been called. Owners may attend emergency meetings of the Road Commission.

Committees established by the Road Commission may meet more or less frequently than quarterly. Committees shall not be required to provide advance notice to Owners of meeting dates, times and/or locations.

A quorum of the Road Commission shall be the attendance of at least six (6) of the (7) members of the Road Commission. Road Commission members may make arrangements to attend meetings by telephone, internet or other electronic means, and a Road Commission member making such arrangements shall be deemed to be in attendance at the meeting.

The Constituent Groups agree to cooperate in the publication of dates, times and locations of Road Commission meetings, by including them in their respective newsletters, conducting email broadcasts and/or publishing them on their respective websites as appropriate and available. Additionally, upon request of the Secretary of the Road Commission, BHOA and JIPOA shall provide mailing labels to the Road Commission of all persons appearing on their respective schedules of Billing Accounts.

(v) **Annual Budget Responsibility.** The Road Commission will develop each year, and submit to BHOA and JIPOA for approval, two separate and distinct annual budgets: (a) a budget for the Governance of the Causeway and Tollgate ("Causeway Budget"), including the establishment of an appropriate Causeway reserve fund, as determined by the Road Commission in its sound discretion; and (b) a budget for the Governance of all Island Roads ("Island Road Budget"). The annual budgets shall give consideration to the priorities set forth in Section A(vi) of this Operating Agreement, appropriate reserves, prior year revenue and expenses, professional recommendations and responsible planning for the Governance of the Causeway, all Island Roads and the Tollgate. Upon approval of the Boards of Trustees of BHOA and JIPOA, the Road Commission budgets shall be incorporated into the budgets and billings of each association, and communicated to Owners by notice given in accordance with Section F(i).

The Road Commission will have neither responsibility nor authority to budget for or fund the initial construction of any new road. Additionally, the Road Commission will have neither responsibility nor authority to budget for or fund the tearing up, repair, or replacement of all or any part of any Island Road, for the purpose of installing any public or private utility, including but not limited to water, sewer, electricity, gas, cable, telephone or internet. Notwithstanding the foregoing, the Constituent Groups agree to consult and coordinate with the Road Commission regarding any plan or proposal to conduct such initial road construction or utility installation prior to commencement of any such work.

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The Road Commission will have neither responsibility nor authority to budget for or fund the repair of any Island Road directly caused by any Owner, or such Owner's agent or contractor, in the construction, transport, installation, improvement, demolition or removal of any structures on Johnson's Island, or for the removal of any material and/or dredging by an Owner. The Road Commission shall prepare recommendations, and BHOA and JIPOA shall implement procedures, requiring Owners to post a bond or other security to pay for any damage caused by any Owner, or any Owner's agent or contractor, to the Island Roads, Causeway or Tollgate. BHOA and JIPOA shall also require each Owner to clean or cause to be cleaned any dirt, debris or other material appearing on any Island Road or the Causeway as a result of the movement of vehicles to or from the property of an Owner across the Island Roads and/or the Causeway.

(vi) **Budgeting Priorities and Plan.** The Road Commission shall be responsible for the creation of a long term plan for scheduled maintenance, needed repairs and long term improvement of the Causeway and Island Roads. The annual Causeway Budget and Island Road Budget shall recognize and be prepared in accordance with the following priorities:

a) First, to the payment of administrative expenses of the Road Commission, including without limitation insurance, taxes, fees for administrative and regulatory applications and filings, accounting, consulting and other professional expenses, supplies, postage, meeting expenses and other costs of conducting the business of the Road Commission;

b) Second, to the maintenance and repair, in good or superior condition, of the Causeway;

c) Third, to the maintenance and repair, in good or superior condition, of Confederate Drive (including Dixie), all roads in the Baycliffs Subdivision, and Memorial Shoreway from the intersection with Woodcliff Drive to the intersection with Forest Glen;

d) Fourth, to implementation of the repair, improvement and/or replacement of the road bed and surface of the remainder of Memorial Shoreway, with the express recognition that the Road Commission is charged with the responsibility to develop a plan and to implement the plan over a period of years to bring Memorial Shoreway up to the standard of other Island Roads; and

e) Fifth, to implementation of the repair, improvement and/or replacement of the Tollgate, with the express recognition that the Road Commission is charged with the responsibility to investigate, develop, recommend and implement a plan for the improved operation of the Tollgate and/or other technology utilized to regulate traffic and provide security for Causeway access to the Island. The Road Commission will have no authority to proceed with the repair, expansion, improvement, and/or replacement of the existing Tollgate area without advance approval of both the BHOA and JIPOA Boards of Trustees and in full compliance with the Summary Judgment issued in the case of *Manifold v. Gaydos, et al.* Ottawa County Common Pleas Court Case No. 04 CVH 108.

(vii) **Budget Procedures and Approvals.** Each year, the Road Commission shall submit to both BHOA and JIPOA the proposed Causeway Budget and Island Road Budget for the following year on or before August 31<sup>st</sup>.

(a) **2007 Budget.** Road Commission expenses for 2007 are anticipated to be \$100 per Owner. For 2007, the Road Commission will present to BHOA Trustees and JIPOA Trustees a proposed Causeway Budget and a proposed Island Road Budget by June 30, 2007, based upon an "Annual Share" per Owner of One Hundred Dollars (\$100.00). The proposed 2007 budgets will be reviewed and approved by both BHOA and JIPOA Trustees by July 15, 2007, after which the 2007 Causeway Budget and Island Road Budget will be finalized and implemented by the Road Commission.

(b) **2008 Budget.** Road Commission expenses for 2008 are anticipated to be between \$125 and \$150 per Owner. For 2008, the total amount of the Causeway Budget and the Island Road Budget shall be based upon an Annual Share per Owner of not less than One Hundred Twenty-five Dollars (\$125) nor more than One Hundred and Fifty Dollars (\$150.00). As long as the 2008 budgets are set so that both the revenue and expense allocations fall within the range specified in this paragraph, and the expense allocations reasonably reflect the priorities set forth in Section A(vi) of this Operating Agreement, then neither BHOA nor JIPOA may withhold approval of the Road Commission's 2008 Causeway and/or Island Road Budget recommendations and both BHOA and JIPOA shall be obligated to pay their Annual Shares to the Road Commission as provided in Section A(viii)(b) and Section A(viii)(c), respectively.

(c) **2009 Budget.** Road Commission expenses for 2009 are anticipated to be between \$150 and \$225 per Owner. For 2009, the total amount of the Causeway Budget and the Island Road Budget shall be based upon an Annual Share per Owner of not less than One Hundred Fifty Dollars (\$150) nor more than Two Hundred and Twenty-Five Dollars (\$225.00). As long as the 2009 budgets are set so that both the revenue and expense allocations fall within the range specified in this paragraph, and the expense allocations reasonably reflect the priorities set forth in Section A(vi) of this Operating Agreement, then neither BHOA nor JIPOA may withhold approval of the Road Commission's 2009 Causeway and/or Island Road Budget recommendations and both BHOA and JIPOA shall be obligated to pay their Annual Shares to the Road Commission as provided in Section A(viii)(b) and Section A(viii)(c), respectively.

(d) **Trustee Approval of Changes to Budgets.** For 2010 and on an annual basis thereafter, or more frequently if required, the Road Commission will review the Causeway Budget and Island Road Budget and recommend changes for the next year to the BHOA and JIPOA Boards of Trustees for approval on or before August 31 of the preceding year.

(e) **Procedure if Budget not Submitted or Approved.** For any year in which the Road Commission does not submit a Causeway Budget and/or Island Road Budget, or if a submitted Causeway Budget and/or Island Road Budget is rejected by the Board of Trustees of either BHOA or JIPOA, then the Annual Share for such year shall be the same as the Annual Share for the last preceding

approved budget, and both BHOA and JIPOA shall be obligated to pay their Annual Shares to the Road Commission as provided in Section A(viii)(b) and Section A(viii)(c), respectively. In any such case, the Road Commission shall have the authority to disburse only such funds as are necessary for the implementation of the priorities set forth in Section A(vi)(a) thru (c) during such year, but shall withhold additional disbursements until both Boards of Trustees have approved both the Island Road Budget and the Causeway Budget, or the impasse has been resolved in accordance with the Dispute Resolution procedures set forth in Section D, below.

(f) **Financial Statements and Reports.** On or before January 31<sup>st</sup> of each year, the Road Commission shall deliver to a certified public accountant of its choice ("the "CPA"), and to the Boards of Trustees of BHOA and JIPOA, its financial statements for the preceding calendar year, including balance sheets and income and expense statements for the Island Road Budget and Causeway Budget, and bank statements, income statements and checking account records pertaining to all funds being administered by the Road Commission. On or before April 15<sup>th</sup> of each year, the Road Commission shall obtain from the CPA, and shall deliver to all Owners compilation-quality financial statements for the preceding calendar year. Upon the written request of any two (2) Constituent Groups in any given year, the CPA shall conduct a review or audit of such financial statements, whichever is requested, at the expense of the Road Commission.

The Road Commission shall obtain the taxpayer ID number or social security number of all contractors and/or suppliers receiving payment from the Road Commission, and shall comply with all governmental requirements for the reporting of taxable income to such vendors, including without limitation the issuance of Form 1099 as required.

(viii) **Road Commission Funding.** Road Commission annual funding for the Governance of Island Roads, the Causeway and the Tollgate shall have two sources: (1) assessments advanced by JIPOA and BHOA representing the total of Annual Shares of Owners for which each association is responsible and (2) revenue generated from the operation of the Tollgate. Except in the case of an Emergency Assessment, as defined in Section A(ix) of this Operating Agreement, the payment of the Annual Share by an Owner satisfies the Owner's annual obligation to contribute to the Governance of Island Roads, the Causeway and the Tollgate.

(a) **Calculation of Annual Share.** The Road Commission shall determine the Annual Share required from each Owner to fund the Causeway Budget and the Island Road Budget, based upon the *total* of (i) the amount of the approved Causeway Budget (net of anticipated tollgate revenue) *plus* (ii) the amount of the approved Island Roads Budget for the year *divided by* (iii) the aggregate number of Owners shown on the BHOA Billing Accounts (Attachment B) and the JIPOA Billing Accounts (Attachment C). Notwithstanding any provision to the contrary set forth in the Agreement of Understanding, an Owner whose name appears on both the BHOA Billing Accounts and JIPOA Billing Accounts ("Dual Owner") shall only be required to pay one (1) Annual Share and one share of any Emergency Assessment and shall only be considered as one Owner for purposes of the above calculation. The Treasurers of BHOA and JIPOA shall identify all such Dual Owners and communicate with each other no less often than annually on or before October 15

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and revise the BHOA Billing Accounts and the JIPOA Billing Accounts and to allocate billing responsibility between them for each Dual Owner.

(b) **BHOA Responsibility for Annual Share Billing and Collection.**

Except for Dual Owners assigned to the list of JIPOA Billing Accounts, BHOA shall have responsibility for the billing and collection of the Annual Share owed by each Owner of property within Baycliffs Subdivision, the Owners of the unplatted parcels shown as Parcels D, E, and H on the tax map for Johnson's Island in the office of the Ottawa County Engineer (also known as the "Solomon" and "Bancsi" parcels), and the Friends and Descendants of Johnson's Island, an Ohio not-for-profit corporation (the "Friends").

A complete record of the names and lot numbers of each Owner for whom BHOA has billing and collection responsibility of the Owner's Annual Share for 2007 is attached to this Agreement as Attachment "B" (the "BHOA Billing Accounts"). BHOA's annual contribution to the Road Commission shall be based on the number of separate Owners appearing on the schedule of BHOA Billing Accounts for the year in question. Each Owner shown on the schedule of BHOA Billing Accounts shall pay one Annual Share, regardless of the number of parcels owned by such Owner in the schedule of BHOA Billing Accounts.

Notwithstanding provisions of the Agreement of Understanding to the contrary, the Constituent Groups hereby agree that the Annual Share payable by the Friends shall be the same as the Annual Share payable by every other Owner pursuant to this Operating Agreement. In consideration of the agreement of the Constituent Groups to so amend the Agreement of Understanding, BHOA, JIPOA and Friends hereby agree to execute and record the First Amended and Restated Agreement, in substantially the form attached hereto and incorporated herein by reference as Attachment "D" (the "Amended Friends Variance").

(c) **JIPOA Responsibility for Annual Share Billing and Collection.**

Except for Dual Owners assigned to the list of BHOA Billing Accounts, JIPOA shall have responsibility for the billing and collection of the Annual Share owed by each Owner of property within Bay Haven Estates and Shiloh Subdivisions, and the Owners of all other unplatted parcels showing on the tax map for Johnson's Island in the office of the Ottawa County Engineer (excluding Solomon and Bancsi). A complete record of the names and lot numbers for whom JIPOA has billing responsibility is attached to this Agreement as Attachment "C" (the "JIPOA Billing Accounts"). JIPOA's annual contribution to the Road Commission shall be based on the number of Owners appearing on the schedule of JIPOA Billing Accounts for the year in question. Each Owner shown on the schedule of JIPOA Billing Accounts shall pay one Annual Share, regardless of the number of parcels owned by such Owner in the schedule of JIPOA Billing Accounts.

(d) **JIG Responsibility.**

JIG shall provide in any plats, deeds or other recording and/or transfer documentation governing any of its property a restriction binding any successor or assignee of JIG and every future Owner(s) of any or all such property to the terms of this Operating Agreement, requiring payment of such Owner's Annual Share as determined by the Road Commission, and empowering BHOA or JIPOA, as appropriate, to enforce by lien and/or judicial proceeding the payment and collection of such Owner's Annual Share. JIG shall

report any and all such new Owner(s) to the Road Commission, JIPOA and BHOA, with copies of the required transfer documentation. Thereafter, such Owner(s) shall be added to the schedule of BHOA or JIPOA Billing Accounts, as appropriate.

(e) **Payment of Annual Shares to Road Commission.** For 2007, BHOA and JIPOA shall pay in full their respective Annual Shares to the Road Commission by deposit to the Road Commission Operating Account on or before May 31, 2007.

For 2008 and beyond, the Road Commission is responsible for determining the total amount of the Annual Share owed by Owners on the BHOA and JIPOA Billing Accounts and will notify BHOA and JIPOA, respectively, on or before January 31<sup>st</sup>, of the amount due from each of them for such year. Notwithstanding provisions to the contrary in the Agreement of Understanding, BHOA and JIPOA shall each forward 50% of the amount due on or before March 31<sup>st</sup> of such year. The Road Commission shall timely bill and BHOA and JIPOA shall pay the second installment, in the amount of 25% of their respective Annual Shares, on or before May 31<sup>st</sup> of such year. The Road Commission shall timely bill and BHOA and JIPOA shall pay the third installment, in the amount of 25% of their respective Annual Shares, on or before July 31<sup>st</sup> of such year. Payment shall be made by BHOA and JIPOA irrespective of whether they have received payment of the Annual Share from each Owner on their respective Billing Accounts.

(f) The Road Commission shall not have the authority or responsibility for billing and collection of the Annual Shares and Emergency Assessments, ("Assessments") owed by Owners to BHOA and/or JIPOA. BHOA and JIPOA (collectively the "Billing Entities" and individually the "Billing Entity") shall bill and collect all Assessments from Owners in accordance with their respective billing policies and the following procedures:

1) **Assessment.** Notices, documents and all correspondence relating to assessments shall be mailed to the address which appears on the books of the Billing Entity. It is each Owner's responsibility to inform its respective Billing Entity in writing of any address change.

2) **Delinquency.** An Owner's account is delinquent if the payment is not received by the Billing Entity within fifteen (15) days after the due date.

3) **Interest, Fees and Costs.** If all or any portion of any Assessment is not paid within fifteen (15) days after the same has become due, the entire unpaid balance shall immediately become due and payable, and the Billing Entity, at its option, may charge additional amounts (collectively, "Interest, Fees and Costs") for: (i) reasonable, uniform administrative late fees as determined by the Billing Entity from time to time; (ii) enforcement charges and collection costs (including, without limitation, lien preparation, filing fees, attorneys and paralegal fees) the Billing Entity incurs in connection with the collection of the delinquency; (iii) interest on the entire unpaid balance of the Assessment and costs incurred by the Billing Entity in connection with such collection, at the rate of 8% per annum or such other rate as the Billing Entity may from time to time determine; and (iv) any other charges authorized by the Billing Entity.

4) **Late Notices.** If full payment of an Assessment is not received by the Billing Entity within fifteen (15) days after the due date, the Billing Entity will send a late notice to the Owner by first class mail requesting immediate payment, advising the Owner of the late fee and advising the Owner that interest has begun to accrue on the unpaid balance at the rate of eight percent (8%) per annum. The late notice shall also inform the Owner that, if payment is not received within sixty (60) days of the due date for payment of the Assessment (the "Collection Date"), then collection of the Assessment, as well as Interest, Fees and Costs, may be forwarded to the Billing Entity's attorney for collection.

5) **Certificate of Lien.** Assessments, together with all Interest, Fees and Costs, shall be a charge and a continuing lien in favor of the Billing Entity upon all Johnson's Island property titled in the Owner's name and/or in which the Owner is a resident tenant ("Lienable Property"), from and after the Collection Date. The Billing Entity may record a Certificate of Lien against the Lienable Property in the office of the Ottawa County Recorder for the unpaid balance of Assessments, together with Interest, Fees and Costs. The Certificate of Lien and any supplemental and/or renewal Certificates shall describe the Lienable Property, the name or names of the record owner or owners thereof, and the amount of the unpaid balance of Assessments, together with Interest, Fees and Costs, and shall be signed by the president, treasurer or other authorized officer of the Billing Entity.

6) **Expiration of Lien.** The lien provided for herein shall remain valid for a period of five (5) years from the date a Certificate of Lien or renewal and/or supplemental Certificate was duly filed therefor, unless sooner released or satisfied in the same manner provided by law in the State of Ohio for the release and satisfaction of mortgages on real property, or discharged by the final judgment or order of a court in an action brought to discharge the lien.

7) **Suit for Payment.** In addition or alternatively to the filing of a Certificate of Lien, in the sole discretion of the Billing Entity, the Billing Entity may bring suit against the delinquent Owner for the unpaid Assessments, Interest, Fees and Costs, and pursue any other remedies provided by law for the collection of debt. Suits for payment shall be initiated in any court of competent jurisdiction in Ottawa County, and all signatories hereto stipulate the jurisdiction of all such courts as to their persons and the subject matter of any such suit.

8) **Application of Payments.** Payments on Assessments made by an Owner shall be applied: i) first, for the payment of interest accrued on the delinquent installments or portions of the unpaid Annual Share and on costs incurred by the Billing Entity in connection with such collection, at the rate of 8% per annum or at such other rate as the Billing Entity may from time to time have otherwise determined; ii) second, for the payment of administrative late fees charged with respect to the delinquency; iii) third, to reimburse the Billing Entity for enforcement charges and collection costs (including, without limitation, attorneys, paralegal and filing fees) incurred by the Billing Entity in connection with the delinquency; iv) fourth, to the payment of unpaid principal balance of the delinquent Assessment.



9) **Personal Obligation of Owners.** Payment of the Annual Share, together with Interest, Fees and Costs, shall also be the joint and several personal obligation of the Owner(s) as of the due date for payment of the Annual Share. The obligation for delinquent Assessments, Interest, Fees and Costs shall not be the personal obligation of any successor(s) in title to the Lienable Property unless expressly assumed by such successor(s); provided, however, that the right of the Billing Entity to record or foreclose a Certificate of Lien against the Lienable Property for these delinquent Assessments, Interest, Fees and Costs shall not be impaired or abridged by reason of the transfer, but shall continue unaffected thereby.

10) **No Waiver.** No Owner may waive or otherwise escape liability for any Assessments by abandonment or vacation of the Lienable Property.

(g) **Tollgate Revenue.** The Road Commission is charged with responsibility for establishing the amount of the toll at the Tollgate; provided, however, that before the amount of the present toll (\$2) may be changed, approval must be obtained from the Boards of Trustees of both BHOA and JIPOA.

(ix) **Funding for Catastrophic Event.** In the event of an unforeseen event, act of God, catastrophic failure or other emergency requiring immediate action for the repair or replacement of all or any portion of the Causeway or any Island Road(s) ("Emergency"), the Road Commission shall promptly evaluate the damage and determine the availability of Road Commission resources to address the Emergency. The Road Commission shall notify JIPOA and BHOA of the amount of any shortfall in available funds required to address the Emergency, which amount shall be divided into equal shares per Owner in the same manner that the Annual Share is calculated ("Emergency Assessment"). JIPOA and BHOA shall take all steps required to advance their proportionate shares of such funds to the Road Commission (including without limitation borrowing such funds, if needed, from a lending institution), and shall take all steps necessary to assess and collect the Emergency Assessment from the Owners as set forth on the BHOA and JIPOA Billing Accounts and in accordance with the procedures set forth in this Operating Agreement.

(x) **Insurance and Indemnity.** The Road Commission shall consult with the Constituent Groups to evaluate the Directors & Officers, aka Errors & Omissions insurance coverage ("D & O Insurance") maintained by each of them with respect to the participation of their appointees and committee members discharging duties on behalf of the Road Commission ("RC Volunteers"). The Constituent Groups shall provide the Road Commission with copies of all applicable insurance policies and contact information for their respective insurance agents. The Road Commission shall consult with the Constituent Groups respecting the coverages, liability limits, loss payable provisions and any additional matters concerning their respective D & O Insurance policies. All insurance premiums paid by the Constituent Groups allocable to coverage of RC Volunteers shall be reimbursed by the Road Commission upon application made to the Road Commission demonstrating such premium allocation and payment.

Each Constituent Group shall indemnify each of its current or former RC Volunteers and such RC Volunteer's heirs, executors and administrators against reasonable expenses, including judgments, decrees, fines, penalties or reasonable amounts paid for attorneys' fees or in settlement, actually and necessarily incurred by such RC Volunteer in connection with the defense of any pending or threatened action, suit or proceeding, criminal or

civil, to which such RC Volunteer is or may be made a party by reason of being or having been a RC Volunteer; provided that 1) the RC Volunteer is not adjudicated to have been grossly negligent, or guilty of reckless or intentional misconduct in the performance of such RC Volunteer's duties to the Road Commission and 2) the RC Volunteer acted in good faith in what was reasonably believed to be in or not opposed to the best interest of the Road Commission. The Constituent Groups and each of them shall be entitled to apply to the Road Commission for reimbursement of that portion of the cost of any such insurance allocable to the providing of this indemnity, upon submission of documentation to the Road Commission evidencing the insurance premium allocable to the providing of such insurance.

**B. ACCESS TO JOHNSON'S ISLAND.**

The Road Commission is responsible for managing the Tollgate and providing a monthly accounting to the Constituent Groups of all revenue generated by the Tollgate as well as all expenses associated with its operation. The Road Commission shall establish appropriate bookkeeping procedures to ensure the proper accounting of all funds received at the Tollgate and all expenses paid from such funds. The Road Commission shall keep its books on a calendar year, cash basis.

The Road Commission is responsible for investigating, recommending, installing, and implementing appropriate technology for operation of the Tollgate, or such other technology as may be recommended by the Road Commission and approved by both the BHOA and JIPOA Boards of Trustees to regulate traffic and provide security for Causeway access to the Island. Initially, the Road Commission shall maintain the existing Tollgate in operating condition, with a keypad and a keycard recognition system for all existing keycards. Island access will be managed with substantially similar procedures as were utilized throughout the summer of 2006 (a combination of keycards and a keypad) while the Road Commission investigates other Tollgate and/or security systems.

Until such time as alternative technology has been recommended by the Road Commission and approved by both the BHOA and JIPOA Boards of Trustees, the Road Commission shall establish the keypad combination and shall change the combination from time to time upon no less than seven (7) days prior notice to the Constituent Groups and/or Owners. The Road Commission shall further have the exclusive right to administer, distribute, purchase, program and sell keycards, and no Owner shall be charged more than a nominal price for keycards, based upon the actual cost of such keycards.

Owners shall have the right to purchase additional keycards for themselves and for their Guests as desired, at a cost that reasonably reflects the actual cost paid by the Road Commission for such cards. The proceeds of keycard sales shall be deposited into the Road Commission Operating Account.

During 2007, the Road Commission will investigate and make recommendations to the BHOA and JIPOA Boards of Trustees concerning additional or alternative equipment and/or technology which will serve to ensure convenient, toll-free access to the Island for all Owners and their Guests while also reviewing cost-effective methods to generate revenue from the use of the Causeway by others. The Road Commission's recommendations shall plan a phased implementation of new tollgate technology commencing in 2008.

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Except in the case of malfunction of the Tollgate, or failure of an Owner or Guest to utilize a keycard or the keypad, no Owner or Guest will be denied toll-free access through the Tollgate. The Road Commission will establish procedures to evaluate and expedite the resolution of any claim from an Owner for refund of a toll.

**C. ROAD COMMISSION OPERATING ACCOUNT.**

BHOA and JIPOA agree to establish a joint account ("Road Commission Operating Account") to be utilized by the Road Commission in accordance with its responsibilities as set forth in this Agreement. The Road Commission Operating Account will be established with such funds as may be transferred to it by BHOA and JIPOA in accordance with the Agreement of Understanding entered into on February 28, 2007, in the approximate amount of \$50,000. The Road Commission will collect and deposit all proceeds of the Tollgate into the Road Commission Operating Account.

The Road Commission shall separately manage and account for all funds remitted by BHOA and JIPOA on behalf of Owners representing Annual Shares and, as applicable, Emergency Assessments ("RC Contribution Account").

All interest paid on funds on deposit in the Road Commission Operating Account and the RC Contribution Account shall accrue to the benefit of the Road Commission. Any and all tax liability generated solely as a result of the operation of the Road Commission shall be reimbursed from the Road Commission Operating Account to the Constituent Group incurring such tax liability, upon submission of documentation to the Road Commission evidencing the tax payment allocable to the operation of the Road Commission.

The Road Commission shall adopt procedures for the withdrawal of funds from the Road Commission Operating Account and the RC Contribution Account to make disbursements for approved budget expenses. The Road Commission shall prepare a monthly report to the BHOA and JIPOA Trustees showing revenue and expenses and comparing its financial performance to the approved budget. If the Road Commission shall incur any material expense or cost overrun which will cause the Road Commission to exceed the approved budgets, then the Road Commission shall submit such expense to the Boards of Trustees of JIPOA and BHOA for approval prior to paying such expense.

**D. DISPUTE RESOLUTION.**

(i) **Jurisdiction of Ottawa County Common Pleas Court.** The Ottawa County Court of Common Pleas shall retain continuing jurisdiction over the *BHOA v. JIPOA* and the *Metzker v. JIPOA* cases solely for the purpose of enforcing this Operating Agreement. The Constituent Groups hereby agree and pledge to each other that they will use only the Dispute Resolution Process described below to resolve disputes by, between or among members of the Road Commission and/or the Constituent Groups.

(ii) **Dispute Resolution Process.** It is the express intent of the Constituent Groups that (i) if a dispute arises within the Road Commission which prevents the Road Commission from being able to fulfill its responsibilities as set forth in this Operating

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Agreement, or (ii) if there is a dispute between the Road Commission and a Constituent Group which prevents the Road Commission from being able to fulfill its responsibilities as set forth in this Operating Agreement, or (iii) if there is a dispute between two Constituent Groups which prevents the Road Commission from being able to fulfill its responsibilities as set forth in this Operating Agreement, then such dispute(s) shall be resolved in an extra-judicial manner and without the involvement of a court or judicial proceedings. The Constituent Groups and all other signatories to this Operating Agreement have agreed upon the following extra-judicial dispute resolution mechanism ("Dispute Resolution Process") to resolve any such disputes which arise and which, if unresolved, would prevent the Road Commission from being able to fulfill its responsibilities as set forth in this Operating Agreement.

Except in the limited circumstances described in Section D(i), above, if any signatory to this Operating Agreement fails to participate in the Dispute Resolution Process set forth below and files a lawsuit or otherwise seeks judicial involvement in the dispute, then that signatory shall be liable for the payment of all court costs and attorney fees for any other party (whether a signatory to this Operating Agreement or not) required to be involved in any such lawsuit or judicial proceeding instituted in violation of this Dispute Resolution Process. All expenses inherent in completing the Dispute Resolution Process shall be borne by the Road Commission and considered to be a part of the administrative expenses of the Road Commission.

(a) **Dispute within the Road Commission.** If a dispute arises within the Road Commission which prevents the Road Commission from being able to fulfill its responsibilities as set forth in this Operating Agreement, then the Chair of the Road Commission shall promptly notify the Boards of Trustees of BHOA and JIPOA of the dispute. Within seven (7) days after receipt of such notice, BHOA and JIPOA shall each designate an agreed number but no more than three (3) Trustees of each Association, who will jointly meet with the Road Commission, and with a representative of JIIG and the Non-Member Group, to seek to resolve the dispute.

If the dispute is not resolved, then BHOA and JIPOA shall call a joint meeting of their respective Boards of Trustees within thirty (30) days to review, consider, and seek to agree upon a resolution of the dispute. If a majority of the BHOA Board of Trustees and a majority of the JIPOA Board of Trustees agree to a resolution of the dispute, then such agreement shall constitute the resolution of the dispute and shall take the place of the Road Commission decision on the issue in dispute.

If either the BHOA Board of Trustees or the JIPOA Board of Trustees does not agree to the resolution of the dispute, then the Dispute shall be referred to the Island Arbitration Process described in Section D(ii)(d) below.

(b) **Disputes between Road Commission and a Constituent Group.** If a dispute arises between the Road Commission and a Constituent Group which prevents the Road Commission from being able to fulfill its responsibilities as set forth in this Operating Agreement, then the Road Commission and the Constituent Group shall promptly notify the Boards of Trustees of BHOA and JIPOA of the dispute. Within seven (7) days after receipt of such notice, BHOA and JIPOA shall each designate an agreed number but no more than three (3) Trustees of each Association, who will jointly meet with the Road Commission and the Constituent Group to seek to resolve the dispute.

If the dispute is not resolved, then BHOA and JIPOA shall call a joint meeting of their respective Boards of Trustees within thirty (30) days to review, consider, and seek to agree upon a resolution of the dispute. If a majority of the BHOA Board of Trustees and a majority of the JIPOA Board of Trustees agree to a resolution of the dispute, then such agreement shall constitute the resolution of the dispute and the Road Commission and the Constituent Group seeking dispute resolution shall be bound by such resolution.

If either the BHOA Board of Trustees or the JIPOA Board of Trustees does not agree to the resolution of the dispute, then the Dispute shall be referred to the Island Arbitration Process described in Section D(ii)(d) below.

(c) **Disputes between two or more Constituent Groups.** If a dispute arises between two or more Constituent Groups which prevents the Road Commission from being able to fulfill its responsibilities as set forth in this Operating Agreement, then the Constituent Groups shall promptly notify BHOA and JIPOA of the dispute. Within seven (7) days after receipt of such notice, BHOA and JIPOA shall each designate an agreed number but no more than three (3) Trustees of each Association, who will jointly meet with the Constituent Groups to seek to resolve the dispute.

If the dispute is not resolved, then BHOA and JIPOA shall call a joint meeting of their respective Boards of Trustees within thirty (30) days to review, consider, and seek to agree upon a resolution of the dispute. If a majority of both the BHOA Board of Trustees and a majority of the JIPOA Board of Trustees agree to a resolution of the dispute, then such agreement shall constitute the resolution of the dispute and the Constituent Groups seeking dispute resolution and the Road Commission shall be bound by such resolution.

If either the BHOA Board of Trustees or the JIPOA Board of Trustees does not agree to the resolution of the dispute, then the Dispute shall be referred to the Island Arbitration Process described in Section D(ii)(d) below.

(d) **Island Arbitration Process.** If the procedures described in Sections D(ii)(a), (b) or (c) fail to result in resolution of the Dispute, then all signatories to this Operating Agreement agree to the appointment of a five (5) member arbitration panel ("Island Arbitrators"), consisting of at least four (4) Owners who are neither Road Commission members nor BHOA or JIPOA Trustees, to review, consider and resolve the dispute. Each Constituent Group shall name one (1) Owner to serve as an Island Arbitrator. The four (4) Island Arbitrators shall select a fifth Arbitrator who shall have specific expertise and qualification to guide the Island Arbitrators in the Dispute Resolution Process. The Arbitrator selected by the Island Arbitrators shall serve as Chair. The Island Arbitrators will promptly meet and decide upon the process for gathering information from the Constituent Groups and the Road Commission necessary for the resolution of the dispute.

The decision of the Island Arbitrators shall be in writing, shall explain all factual findings on which the decision is based, and shall be signed by at least three (3) of the five (5) Island Arbitrators. The decision of the Island Arbitrators shall be conclusive as to the factual findings, shall constitute the resolution of the dispute, and shall constitute the Road Commission decision on the issue in dispute. The signatories to this Operating Agreement specifically and expressly agree that the decision of the Island Arbitrators is not subject to appeal as to any factual finding or decision based upon such factual finding.

If any signatory to this Operating Agreement seeks judicial involvement after a decision has been reached by the Island Arbitrators, or otherwise seeks to overturn the decision of the Island Arbitrators by initiating a judicial proceeding, and if the court finds that there is no question of law before it, or if the signatory seeking judicial involvement shall be overruled on the question of law presented, then the signatory seeking judicial involvement shall be liable for the payment of all court costs and attorney fees incurred by any other party (whether a signatory to the Operating Agreement or not) required to be involved in any such judicial proceeding.

**E. COVENANTS RUNNING WITH THE LAND.**

Contemporaneously with the execution of this Operating Agreement, a Memorandum of Johnson's Island Road Commission Agreement ("Memorandum"), in substantially the form attached hereto and incorporated herein by reference as Attachment E, shall be executed and recorded, summarizing the rights and responsibilities of the Road Commission pursuant to the Agreement of Understanding, this Operating Agreement and any contemporaneous Judgment Entry bringing final resolution to the *BHOA v. JIPOA* case and the *Metzker v. JIPOA* case. The signatories to this Operating Agreement and the Ottawa County Common Pleas Court intend that the Memorandum be deemed to be a covenant running with the land as to all real estate situated on Johnson's Island, and that such Memorandum describe with specificity 1) the rights of Owners to utilize the Roadway Properties, 2) the obligation of Owners to pay contribution in accordance with the provisions of the Operating Agreement, 3) the power of BHOA and JIPOA to enforce the contribution obligation of all Owners in accordance with all current and prior decisions of Ottawa County Court of Common Pleas and the provisions of this Operating Agreement, and 4) the authority of the Road Commission with respect to the governance of the Roadway Properties.

**F. MISCELLANEOUS.**

(i) **Notices.** All notices required to be given to the Constituent Groups hereunder shall be sufficient if sent by regular U. S. Mail addressed to JIPOA at P. O. Box 111, Marblehead, OH 43440, to BHOA at 3645 Confederate Drive, Marblehead, OH 43440, to JIIG at 7128 Coventry Woods Drive, Dublin, OH 43017 and to the Non-Member Owners c/o John Lehlbach, 3600 Columbia Road, Westlake, OH 44145. The Road Commission shall establish its notice address at its first meeting and shall promptly notify the Constituent Groups of such address. Each Constituent Group and the Road Commission shall notify each of the others of any change in its notice address. A change of notice address shall not require the execution of an Amendment to this Operating Agreement.

All notices required to be sent by the Road Commission to Owners hereunder shall be prepared by the Road Commission, who shall promptly notify the Secretaries of JIPOA and BHOA to prepare and submit mailing labels to the Secretary of the Road Commission for each Owner appearing on such association's schedule of Billing Accounts. The Secretary of the Road Commission shall be responsible for assembling and mailing all such notices.

(ii) **Amendments.** Any and all amendments to this Operating Agreement shall be in writing and signed by a majority of the officers of BHOA, JIPOA and JIIG, as well as by the Non-Member Owners' appointee to the Road Commission and one other member of the Non-Member Owners. Copies of all such amendments shall be delivered to the

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Ottawa County Court of Common Pleas together with a proposed Judgment Entry accepting such amendment and incorporating such amendment into the record of the Court in the *BHOA v. JIPOA* case. If an amendment pertains to any matter described in the Memorandum, then such amendment shall be executed in recordable form and recorded in the office of the Ottawa County Recorder with prior instrument reference to the Memorandum. Nothing contained in this Operating Agreement shall prohibit the Road Commission from investigating and recommending to Owners the creation of a Special Improvement District or other comparable vehicle to assume certain responsibilities of the Road Commission.

(iii) **Binding Agreements; Applicable Law.** The Agreement of Understanding, the Non-Member Owners Agreement and this Operating Agreement shall benefit and be binding upon the Constituent Groups and all signatories hereto, their members, successors, heirs and assigns, and shall be interpreted in accordance with Ohio law.

(iv) **Multiple Counterparts.** This Operating Agreement may be executed in multiple counterparts which, taken together, shall comprise the entire agreement of the signatories, binding and enforceable as to each of them.

(v) **Term; Enforceability.** The Agreement of Understanding, the Non-Member Owners Agreement and this Operating Agreement are intended to fully and permanently resolve all outstanding and, to the extent possible, all future disputes by, between and among the Constituent Groups, as well as the Owners of property on Johnson's Island. It is further the intention of the Constituent Groups to establish by the enumerated agreements and the Memorandum a permanent, binding and enforceable system for the Governance of the Causeway and all Island Roads, by and on behalf of all Owners. These agreements and the Memorandum are intended to memorialize and acknowledge a) the easement rights, express and implied, of all Owners to use the Causeway and all Island Roads, b) the obligation of all Owners to contribute to the Governance of the Causeway and all Island Roads, and c) the joint obligation, right, power and authority of BHOA and JIPOA, their successors and assigns, to protect the rights and enforce the obligations of all Owners with respect to the Governance of the Causeway and all Island Roads.

(vi) **Severability.** If any provision of the Agreement of Understanding, the Non-Member Owners Agreement and/or this Operating Agreement shall be determined by a court of law to be unenforceable, in whole or in part, then such provision or unenforceable portion thereof shall be deemed to be stricken and shall not affect the enforceability of any other provisions of such agreement.

**G. APPROVAL AND AUTHORITY.**

BHOA and JIPOA agree to present the Agreement of Understanding, the Non-Member Owners Agreement and this Operating Agreement, as applicable, to the BHOA and JIPOA membership for consideration and such approval as may be required by and in accordance with the Restrictions, Bylaws and/or Regulations of BHOA and JIPOA, all such approvals to be obtained on or before May 15, 2007, whereupon the parties shall submit to the Court a judgment entry dismissing with prejudice the *BHOA v. JIPOA* and *Metzker v. JIPOA* cases and empowering the Court to enforce the terms of the Agreement of Understanding (as

amended by this Operating Agreement), the Non-Member Owners Agreement and this Operating Agreement as provided herein.

All signatories to this Operating Agreement represent that they have the power and authority to execute this Operating Agreement on behalf of the persons or entity set forth above their signature, and to bind such persons or entity to the terms hereof.

If the Agreement of Understanding (as amended by this Operating Agreement), the Non-Member Owners Agreement or this Operating Agreement is not approved as required, for whatever reason, then the stay of proceedings issued in the *BHOA v. JIPOA* and *Metzker v. JIPOA* cases shall be lifted, the parties shall be returned to *status quo ante* immediately prior to February 28, 2007 and such litigation shall proceed.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands as of the date first written above.

**Baycliffs Homeowners Association**

By: Richard Schulz  
Richard Schulz, Trustee/President

By: Harry Eisman  
Harry Eisman, Trustee/Treasurer

By: Joan Sturgill  
Joan Sturgill, Trustee/Secretary

**Johnson's Island Property Owners Association**

By: Dennis Kennedy  
Dennis Kennedy, Trustee/President

By: Frank Lovell  
Frank Lovell, Trustee/First Vice President

By: Michael Kelly  
Michael Kelly, Trustee/Second Vice President

**Johnson's Island Investment Group**

By: Gary A. Zdolshek  
Gary A. Zdolshek, Managing Member

By: James Redinger  
James Redinger, Managing Member

**Non-Member Owners Group**

By: Karen Metzker  
Karen Metzker, Attorney-in Fact

By: John Lehlbach  
John Lehlbach

**Acknowledged and Agreed:**

**Friends & Descendants of Johnson's Island Civil War Prison,  
an Ohio not-for-profit corporation**

By: David R. Bush  
David R. Bush, Chairman



amended by this Operating Agreement), the Non-Member Owners Agreement and this Operating Agreement as provided herein.

All signatories to this Operating Agreement represent that they have the power and authority to execute this Operating Agreement on behalf of the persons or entity set forth above their signature, and to bind such persons or entity to the terms hereof.

If the Agreement of Understanding (as amended by this Operating Agreement), the Non-Member Owners Agreement or this Operating Agreement is not approved as required, for whatever reason, then the stay of proceedings issued in the *BHOA v. JIPOA* and *Metzker v. JIPOA* cases shall be lifted, the parties shall be returned to *status quo ante* immediately prior to February 28, 2007 and such litigation shall proceed.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the date first written above.

**Baycliffs Homeowners Association**

By: \_\_\_\_\_  
Richard Schulz, Trustee/President

By: \_\_\_\_\_  
Harry Eisman, Trustee/Treasurer

By: \_\_\_\_\_  
Joan Sturgill, Trustee/Secretary

**Johnson's Island Investment Group**

By: \_\_\_\_\_  
Gary A. Zdolshek, Managing Member

By: \_\_\_\_\_  
James Redinger, Managing Member

**Johnson's Island Property Owners Association**

By: \_\_\_\_\_  
Dennis Kennedy, Trustee/President

By: \_\_\_\_\_  
Frank Lovell, Trustee/First Vice President

By: \_\_\_\_\_  
Michael Kelty, Trustee/Second Vice President

**Non-Member Owners Group**

By: Karen Metzker  
Karen Metzker, individually, as a designated representative of the Non-Member Owners and as Attorney-in-Fact for Lance Yandell, Linda Yandell, Joe Casey, Loretta Zychowski, Kenneth Zychowski, David Tropkoff, Nancy Cepis, Ron Cepis, John Mazur, James Mazur, Joan Mazur, Bart Leneghan and Shawn Breslin

By: \_\_\_\_\_  
John Lehlbach, individually and as a designated representative of the Non-Member Owners

**POWER OF ATTORNEY**

9794 Silverleaf Dr.

(We),

BART LENEZHARI

the undersigned, of (address) hereby constitute and appoint Karen Metzker, 867 Shagbark Trail, Medina, OH 44256, as my (our) true and lawful attorney in fact for me (us) and in my (our) name, place and stead and on my (our) behalf to enter into any settlement agreement with Johnson's Island Property Owners Association and Baycliffs Homeowners Association relating to the allocation of my (our) fair share of road maintenance in the formation of a road commission which would have the authority and responsibility to oversee the planning, budgeting, administrating, management and maintenance (repair, replacement and/or improvement) for the island roads, the causeway, and the toll gate. I (We) own Lot(s) 329 in Bay Haven Estates or Lot(s) Shiloh Subdivision, Danbury Township, Ottawa County, Ohio.

My (Our) attorney in fact has authority to enter into any agreement, promise or covenant respecting my (our) responsibility to pay my (our) fair share of road maintenance (repairs, replacement and/or improvement) for all island roads, the causeway, and the toll gate. Pursuant thereto, my (our) attorney in fact has authority to execute, deliver and record any instrument that may be necessary and proper, not only to facilitate the formation of the road commission and the allocation of the responsibility for payments of my (our) fair share, but also in the mandating that my (our) responsibility shall run with the land and act as a restriction of record against my (our) Lot(s).

The powers and authority of my (our) attorney in fact shall commence and be in full force and effect effective the date hereof and such powers and authority shall remain in full force and effect until all necessary documents have been executed, delivered and recorded or upon receipt of written revocation thereof.

IN WITNESS WHEREOF, I have signed this Power of Attorney on the day of 4-18-07, 2007.

Signed and acknowledged in the presence of

Bart Lenezhari (Bart Lenezhari)  
9794 Silverleaf Dr.  
North Royalton OH 44133



JOHN C. MYERS, ESQ.  
NOTARY PUBLIC  
STATE OF OHIO  
My Commission Has  
No Expiration Date  
Section 147.03 O.R.C.

STATE OF Cuyahoga County, ss: VOL 0522 PG 097  
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The foregoing instrument was acknowledged before me this 18th day of April, 2007  
JOURNALIZED

John C. Myers, Not.

## POWER OF ATTORNEY

The undersigned, SHAWN BRESLIN of \_\_\_\_\_ hereby constitute and appoint Karen Metzker, 867 Shagbark Trail, Medina, OH 44256, as my (our) true and lawful attorney in fact for me (us) and in my (our) name, place and stead and on my (our) behalf to enter into any settlement agreement with Johnson's Island Property Owners Association and Baycliffs Homeowners Association relating to the allocation of my (our) fair share of road maintenance in the formation of a road commission which would have the authority and responsibility to oversee the planning, budgeting, administrating, management and maintenance (repair, replacement and/or improvement) for the island roads, the causeway, and the toll gate. I (We) own Lot(s) \_\_\_\_\_ in Bay Haven Estates or Lot(s) \_\_\_\_\_ Shiloh Subdivision, Danbury Township, Ottawa County, Ohio.

My (Our) attorney in fact has authority to enter into any agreement, promise or covenant respecting my (our) responsibility to pay my (our) fair share of road maintenance (repairs, replacement and/or improvement) for all island roads, the causeway, and the toll gate. Pursuant thereto, my (our) attorney in fact has authority to execute, deliver and record any instrument that may be necessary and proper, not only to facilitate the formation of the road commission and the allocation of the responsibility for payments of my (our) fair share, but also in the mandating that my (our) responsibility shall run with the land and act as a restriction of record against my (our) Lot(s).

The powers and authority of my (our) attorney in fact shall commence and be in full force and effect effective the date hereof and such powers and authority shall remain in full force and effect until all necessary documents have been executed, delivered and recorded or upon receipt of written revocation thereof.

IN WITNESS WHEREOF, I have signed this Power of Attorney on the day of 5-13-07, 2007.

STATE OF \_\_\_\_\_

Ottawa County, ss: \_\_\_\_\_

*Shawn Breslin*

SHAWN BRESLIN

Before me, a Notary Public in and for said County and State, did appear Shawn Breslin, who did acknowledge that he/she did sign this Power of Attorney and that the same is his/her free act and deed. The foregoing instrument was acknowledged before me this 13 day of May, 2007.

*Mary Beth Ballard*  
Notary Public

VOL 0522PG 098 Expiration Date: \_\_\_\_\_

**MARY BETH BALLARD, Atty.**  
**NOTARY PUBLIC - STATE OF OHIO**  
My commission has no expiration date  
Section 147.03 O.R.C.

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JOURNALIZED

JOURNALIZED

# POWER OF ATTORNEY

<sup>John T. Mazur</sup>  
# RONALD A CEPIS (We); NANCY K. CEPIS the OWNERS undersigned, OF Lot # 431 of  
(address) hereby constitute and appoint Karen Metzker, 867 Shagbark Trail, Medina,  
OH 44256, as my (our) true and lawful attorney in fact for me (us) and in my (our) name,  
place and stead and on my (our) behalf to enter into any settlement agreement with  
Johnson's Island Property Owners Association and Baycliffs Homeowners Association  
relating to the allocation of my (our) fair share of road maintenance in the formation of a  
road commission which would have the authority and responsibility to oversee the  
planning, budgeting, administrating, management and maintenance (repair,  
replacement and/or improvement) for the island roads, the causeway, and the toll gate.  
I (We) own Lot(s) Lot # 431 in Bay Haven Estates or Lot(s)  
Shiloh Subdivision, Danbury Township, Ottawa County, Ohio.

My (Our) attorney in fact has authority to enter into any agreement, promise or  
covenant respecting my (our) responsibility to pay my (our) fair share of road  
maintenance (repairs, replacement and/or improvement) for all island roads, the  
causeway, and the toll gate. Pursuant thereto, my (our) attorney in fact has authority to  
execute, deliver and record any instrument that may be necessary and proper, not only  
to facilitate the formation of the road commission and the allocation of the responsibility  
for payments of my (our) fair share, but also in the mandating that my (our)  
responsibility shall run with the land and act as a restriction of record against my (our)  
Lot(s).

The powers and authority of my (our) attorney in fact shall commence and be in  
full force and effect effective the date hereof and such powers and authority shall  
remain in full force and effect until all necessary documents have been executed,  
delivered and recorded or upon receipt of written revocation thereof.

IN WITNESS WHEREOF, I have signed this Power of Attorney on the  
day of April 30<sup>th</sup>, 2007.

Signed and acknowledged  
in the presence of

<u>Nancy K. Cepis</u>	<u>4-30-07</u>
<u>Ronald A. Cepis</u>	<u>4-30-07</u>
<u>John T. Mazur</u>	<u>4-30-07</u>
_____	_____

POWER OF ATTORNEY

I James P MAZUR (We), JOANM MAZUR the OWNERS undersigned, 31345 Confederate<sup>157</sup> (address) hereby constitute and appoint Karen Metzker, 867 Shagbark Trail, Medina, OH 44256, as my (our) true and lawful attorney in fact for me (us) and in my (our) name, place and stead and on my (our) behalf to enter into any settlement agreement with Johnson's Island Property Owners Association and Baycliffs Homeowners Association relating to the allocation of my (our) fair share of road maintenance in the formation of a road commission which would have the authority and responsibility to oversee the planning, budgeting, administrating, management and maintenance (repair, replacement and/or improvement) for the island roads, the causeway, and the toll gate. I (We) own Lot(s) \_\_\_\_\_ in Bay Haven Estates or Lot(s) \_\_\_\_\_ Shiloh Subdivision, Danbury Township, Ottawa County, Ohio.

Marblehead  
011434

My (Our) attorney in fact has authority to enter into any agreement, promise or covenant respecting my (our) responsibility to pay my (our) fair share of road maintenance (repairs, replacement and/or improvement) for all island roads, the causeway, and the toll gate. Pursuant thereto, my (our) attorney in fact has authority to execute, deliver and record any instrument that may be necessary and proper, not only to facilitate the formation of the road commission and the allocation of the responsibility for payments of my (our) fair share, but also in the mandating that my (our) responsibility shall run with the land and act as a restriction of record against my (our) Lot(s).

The powers and authority of my (our) attorney in fact shall commence and be in full force and effect effective the date hereof and such powers and authority shall remain in full force and effect until all necessary documents have been executed, delivered and recorded or upon receipt of written revocation thereof.

April IN WITNESS WHEREOF, I have signed this Power of Attorney on the 30 day of , 2007.

Signed and acknowledged in the presence of

James P Mazur  
Joan M Mazur

STATE OF Ohio  
Cuyahoga County, ss:

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of April 2007 by Eugene F. Brown

Eugene F. Brown  
Notary Public

EUGENE F. BROWN  
Notary Public, State of Ohio  
My Commission Expires 09/25/09

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**POWER OF ATTORNEY**

I David Tropeff (We), the undersigned, of (address) hereby constitute and appoint Karen Metzker, 867 Shagbark Trail, Medina, OH 44256, as my (our) true and lawful attorney in fact for me (us) and in my (our) name, place and stead and on my (our) behalf to enter into any settlement agreement with Johnson's Island Property Owners Association and Baycliffs Homeowners Association relating to the allocation of my (our) fair share of road maintenance in the formation of a road commission which would have the authority and responsibility to oversee the planning, budgeting, administrating, management and maintenance (repair, replacement and/or improvement) for the island roads, the causeway, and the toll gate. I (We) own Lot(s) 263 in Bay Haven Estates or Lot(s) Shiloh Subdivision, Danbury Township, Ottawa County, Ohio.

My (Our) attorney in fact has authority to enter into any agreement, promise or covenant respecting my (our) responsibility to pay my (our) fair share of road maintenance (repairs, replacement and/or improvement) for all island roads, the causeway, and the toll gate. Pursuant thereto, my (our) attorney in fact has authority to execute, deliver and record any instrument that may be necessary and proper, not only to facilitate the formation of the road commission and the allocation of the responsibility for payments of my (our) fair share, but also in the mandating that my (our) responsibility shall run with the land and act as a restriction of record against my (our) Lot(s).

The powers and authority of my (our) attorney in fact shall commence and be in full force and effect effective the date hereof and such powers and authority shall remain in full force and effect until all necessary documents have been executed, delivered and recorded or upon receipt of written revocation thereof.

IN WITNESS WHEREOF, I have signed this Power of Attorney on the day of May 2, 2007.

Signed and acknowledged in the presence of

David Tropeff

Signed before me as Notary Public, this 2nd. day of May 2, 2007 by David Tropeff.

Stacy A. Reep

**STACY A. REEP**  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES MARCH 7, 2011

STATE OF Ohio  
Medina County, ss:  
VOL 052110205

VOL 0522 PG 101

JOURNALIZED The foregoing instrument was acknowledged before me this 2nd day of May, 2007.

**POWER OF ATTORNEY**

I LANCE & LINDA (We), YANDELL the undersigned, 12931 S. WOODSIDE DR of CHESTERLAND Ohio 44026 (address) hereby constitute and appoint Karen Metzker, 867 Shagbark Trail, Medina, OH 44256, as my (our) true and lawful attorney in fact for me (us) and in my (our) name, place and stead and on my (our) behalf to enter into any settlement agreement with Johnson's Island Property Owners Association and Baycliffs Homeowners Association relating to the allocation of my (our) fair share of road maintenance in the formation of a road commission which would have the authority and responsibility to oversee the planning, budgeting, administrating, management and maintenance (repair, replacement and/or improvement) for the island roads, the causeway, and the toll gate. I (We) own Lot(s) \_\_\_\_\_ in Bay Haven Estates or Lot(s) Shiloh Subdivision, Danbury Township, Ottawa County, Ohio.

My (Our) attorney in fact has authority to enter into any agreement, promise or covenant respecting my (our) responsibility to pay my (our) fair share of road maintenance (repairs, replacement and/or improvement) for all island roads, the causeway, and the toll gate. Pursuant thereto, my (our) attorney in fact has authority to execute, deliver and record any instrument that may be necessary and proper, not only to facilitate the formation of the road commission and the allocation of the responsibility for payments of my (our) fair share, but also in the mandating that my (our) responsibility shall run with the land and act as a restriction of record against my (our) Lot(s).

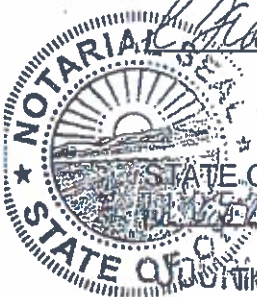
The powers and authority of my (our) attorney in fact shall commence and be in full force and effect effective the date hereof and such powers and authority shall remain in full force and effect until all necessary documents have been executed, delivered and recorded or upon receipt of written revocation thereof.

IN WITNESS WHEREOF, I have signed this Power of Attorney on the day of April 18, \_\_\_\_\_, 2007.

Signed and acknowledged  
in the presence of

[Signature]  
[Signature]

[Signature] - witness



STATE OF OHIO  
\_\_\_\_\_, \_\_\_\_\_ County, ss:  
The foregoing instrument was acknowledged  
by \_\_\_\_\_  
2007 by \_\_\_\_\_

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MONICA M. GOINS  
Notary Public, State of Ohio  
Commission Expires APR 19, 2009  
Recorded In Portage County.

\_\_\_\_\_, \_\_\_\_\_ day of \_\_\_\_\_

# LIMITED POWER OF ATTORNEY

We, Loretta J. Zychowski and Kenneth T. Zychowski, the undersigned, of 5920 Kelley Lane, Parma, OH 44134, hereby constitute and appoint Karen Metzker, 867 Shagbark Trill, Medina, OH 44256, as our true and lawful attorney in fact for us and in our name, place and stead and on our behalf to enter into any settlement agreement with Johnson's Island Property Owners Association and Baycliffs Homeowners Association relating to the allocation of our fair share of road maintenance in the formation of a road commission which would have the authority and responsibility to oversee the planning, budgeting, administering, management and maintenance (repair, replacement and/or improvement) for the island roads, the causeway, and the toll gate. We own Lot 328 in Bay Haven Estates, Danbury Township, Ottawa County, Ohio.

Our attorney in fact has authority to enter into any agreement, promise or covenant respecting our responsibility to pay our fair share of road maintenance (repairs, replacement and/or improvement) for all island roads, the causeway, and the toll gate. Pursuant thereto, our attorney in fact has authority to execute, deliver and record any instrument that may be necessary and proper, not only to facilitate the formation of the road commission and the allocation of the responsibility for payments of our fair share, but also in the mandating that our responsibility shall run with the land and act as a restriction of record against our lot.

The powers and authority of our attorney in fact shall commence and be in full force and effect effective the date hereof and such powers and authority shall remain in full force and effect until all necessary documents have been executed, delivered and recorded or upon receipt of written revocation thereof.

This Power of Attorney may be revoked by us at any time, provided any person or organization relying on this Power of Attorney shall have full rights to accept the authority of our attorney-in-fact until in receipt of actual notice of revocation.

IN WITNESS WHEREOF, I have signed this Power of Attorney on the 5<sup>th</sup> day of May, 2007.

Signed and acknowledged  
in the presence of

Loretta J. Zychowski  
Kenneth T. Zychowski

STATE OF Ohio  
Cuyahoga County, ss:

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of May, 2007 by Kelly A. Karwoski

KELLY A. KARWOSKI  
Notary Public, State of Ohio  
Cuyahoga County  
My Commission Expires March 17, 2018

Kelly A. Karwoski  
Notary Public

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amended by this Operating Agreement), the Non-Member Owners Agreement and this Operating Agreement as provided herein.

All signatories to this Operating Agreement represent that they have the power and authority to execute this Operating Agreement on behalf of the persons or entity set forth above their signature, and to bind such persons or entity to the terms hereof.

If the Agreement of Understanding (as amended by this Operating Agreement), the Non-Member Owners Agreement or this Operating Agreement is not approved as required, for whatever reason, then the stay of proceedings issued in the *BHOA v. JIPOA* and *Metzker v. JIPOA* cases shall be lifted, the parties shall be returned to *status quo ante* immediately prior to February 28, 2007 and such litigation shall proceed.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the date first written above.

**Baycliffs Homeowners Association**

By: \_\_\_\_\_  
Richard Schulz, Trustee/President

By: \_\_\_\_\_  
Harry Eisman, Trustee/Treasurer

By: \_\_\_\_\_  
Joan Sturgill, Trustee/Secretary

**Johnson's Island Property Owners Association**

By: \_\_\_\_\_  
Dennis Kennedy, Trustee/President

By: \_\_\_\_\_  
Frank Lovell, Trustee/First Vice President

By: \_\_\_\_\_  
Michael Kelty, Trustee/Second Vice President

**Johnson's Island Investment Group**

By: \_\_\_\_\_  
Gary A. Zdolshek, Managing Member

By: \_\_\_\_\_  
James Redinger, Managing Member

**Non-Member Owners Group**

By: \_\_\_\_\_  
Karen Metzker, Attorney-in Fact

By: \_\_\_\_\_  
John Lehibach

**Acknowledged and Agreed:**

**Friends & Descendants of Johnson's Island Civil War Prison,  
an Ohio not-for-profit corporation**

By: \_\_\_\_\_  
David R. Bush, Chairman

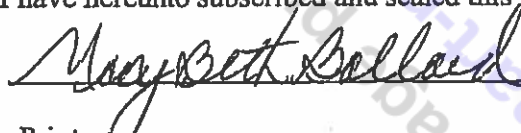
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JOURNALIZED

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JOURNALIZED

STATE OF OHIO )  
 ) SS:  
COUNTY OF OTTAWA )

Before me, a Notary Public in and for said County and State, did appear Richard Schulz, Harry Eisman. and Joan Sturgill, Trustees of Baycliffs Homeowners Association, Inc., an Ohio not-for-profit corporation, who did sign the foregoing instrument, and did each acknowledge that the same is his/her free act and deed and the free act and deed of such corporation.

In Witness Whereof, I have hereunto subscribed and sealed this instrument this 12 day of May, 2007.

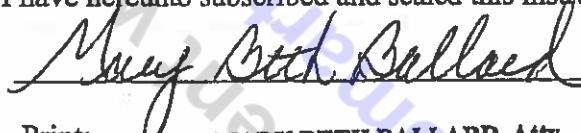


Print: MARY BETH BALLARD, Atty.  
NOTARY PUBLIC • STATE OF OHIO  
My commission has no expiration date  
Section 147.03 O.R.C.

STATE OF OHIO )  
 ) SS:  
COUNTY OF OTTAWA )

Before me, a Notary Public in and for said County and State, did appear David R. Bush, Ph.D., the Chairman of Friends and Descendants of Johnson's Island Civil War Prison, Inc., an Ohio not-for-profit corporation, who did sign the foregoing instrument, and did acknowledge that the same is his free act and deed and the free act and deed of such corporation.

In Witness Whereof, I have hereunto subscribed and sealed this instrument this 8 day of May, 2007.



Print: MARY BETH BALLARD, Atty.  
NOTARY PUBLIC • STATE OF OHIO  
My commission has no expiration date  
Section 147.03 O.R.C.

STATE OF OHIO )  
 ) SS:  
COUNTY OF OTTAWA )

Before me, a Notary Public in and for said County and State, did appear John Lehlbach, who did sign the foregoing instrument, and did acknowledge that the same is his free act and deed.

In Witness Whereof, I have hereunto subscribed and sealed this instrument this 12 day of May, 2007.

*Mary Beth Ballard*

Print: MARY BETH BALLARD, Atty.  
NOTARY PUBLIC • STATE OF OHIO  
My commission has no expiration date  
Section 147.03 O.R.C.

STATE OF OHIO )  
 ) SS:  
COUNTY OF OTTAWA )

Before me, a Notary Public in and for said County and State, did appear Karen Metzker, for herself and as attorney-in-fact for Lance Yandell, Linda Yandell, Joe Casey, Loretta Zychowski, Kenneth Zychowski, David Tropkoff, Nancy Cepis, Ron Cepis, John Mazur, James Mazur, Joan Mazur, Bart Leneghan and Shawn Breslin, who did sign the foregoing instrument, and did acknowledge that the same is her free act and deed, individually and as such attorney-in-fact.

In Witness Whereof, I have hereunto subscribed and sealed this instrument this 15 day of May, 2007.

*Mary Beth Ballard*

Print: MARY BETH BALLARD, Atty.  
NOTARY PUBLIC • STATE OF OHIO  
My commission has no expiration date  
Section 147.03 O.R.C.

STATE OF OHIO )  
 ) SS:  
COUNTY OF OTTAWA )

Before me, a Notary Public in and for said County and State, did appear Dennis Kennedy, Frank Lovell and Michael Kelty, the President, First Vice President and Second Vice President of Johnson's Island Property Owners Association, Inc., and Ohio not-for-profit corporation, who did sign the foregoing instrument, and did acknowledge that the same is their free act and deed.

In Witness Whereof, I have hereunto subscribed and sealed this instrument this 13 day of May, 2007.

*Mary Beth Ballard*

Print: MARY BETH BALLARD, Atty.  
NOTARY PUBLIC • STATE OF OHIO  
My commission has no expiration date  
Section 147.03 O.R.C.

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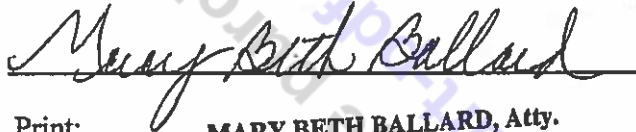
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JOURNALIZED

STATE OF OHIO )  
 ) SS:  
COUNTY OF OTTAWA )

Before me, a Notary Public in and for said County and State, did appear Gary Zdolshek and James Redinger, Managing Members of Johnson's Island Investment Group, LLC, who did sign the foregoing instrument, and did acknowledge that the same is their free act and deed individually and as such Managing Members.

In Witness Whereof, I have hereunto subscribed and sealed this instrument this 14 day of May, 2007.



Print: MARY BETH BALLARD, Atty.  
NOTARY PUBLIC • STATE OF OHIO  
My commission has no expiration date  
Section 147.03 O.R.C.

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APPROVED:

By:

Steven M. Ott  
STEVEN M. OTT (0003908)  
Ott & Associates Co., LPA  
55 Public Square, Suite 1400  
Cleveland, Ohio 44113  
Telephone: (216) 771-2600  
Facsimile: (216) 830-8939  
Email: [steven.ott@ottesq.com](mailto:steven.ott@ottesq.com)  
ATTORNEY FOR BHOA

By:

Gerald P. Ferguson  
GERALD P. FERGUSON (0022765)  
Vorys Sater Seymour and Pease  
52 East Gay Street / P. O. Box 1008  
Columbus, OH 43216-1008  
Telephone 614-464-5612  
Facsimile 614-719-4757  
Email: [GPFerguson@vssp.com](mailto:GPFerguson@vssp.com)  
ATTORNEY FOR JIPOA

By:

Gary A. Kohli  
GARY A. KOHLI (0021896)  
Kohli & Christie  
142 West Water Street  
Oak Harbor, OH 43449-1332  
Telephone: (419) 898-2671  
Facsimile: (419) 898-3327  
ATTORNEY FOR NON-MEMBER OWNERS

Additional Signatories:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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**ATTACHMENT A**

**AGREEMENT OF UNDERSTANDING**

**BY AND BETWEEN  
BAYCLIFFS HOMEOWNER'S ASSOCIATION ("BHOA")  
AND  
THE JOHNSON'S ISLAND PROPERTY OWNER'S ASSOCIATION ("JIPOA")**

**FOR GOVERNANCE OF JOHNSON'S ISLAND ROADWAYS**

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**AGREEMENT OF UNDERSTANDING**

**BY AND BETWEEN  
BAYCLIFFS HOMEOWNER'S ASSOCIATION ("BHOA")  
AND  
THE JOHNSON'S ISLAND PROPERTY OWNER'S ASSOCIATION ("JIPOA")**

**FOR GOVERNANCE OF JOHNSON'S ISLAND ROADWAYS**

WHEREAS, The Baycliffs Homeowners Association ("BHOA") and The Johnson's Island Property Owners Association ("JIPOA") seek to resolve Johnson's Island road, Causeway, and Tollgate issues which remain pending in Ottawa County Common Pleas Court Case No. 04-CVH-202, *Baycliffs Homeowners Association, Inc. v. Johnson's Island Property Owner's Association, et. al.*, ("*BHOA v. JIPOA*"), certain other issues having been previously decided by Summary Judgment filed for record on May 31, 2006 (the "Summary Judgment Order"); and

WHEREAS, BHOA and JIPOA seek to have the Johnson's Island Investment Group LLC ("JIIG"), as well as certain Johnson's Island property owners who are non-members of either BHOA or JIPOA, to wit, Karen Metzker, Terrance Kirkpatrick, Kevin Kirkpatrick, Lisa Assim, William A. Kirkpatrick, Jr., Michele Kirkpatrick, Ellen Nachman, aka Ellen Louise Nachman aka Ellen L. Nachman, Sigmund W. Nachman, Janet M. Nachman, Dan Michalske, John E. Lehlbach, Holly F. Lehlbach, Bert R. Tomon and Virginia A. Tomon (the "Non-Member Owners") join in this Agreement and the "Operating Agreement", as hereinafter defined, to resolve all remaining Johnson's Island roadways, Causeway, and Tollgate issues which are the subject of pending litigation; and

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WHEREAS, BHOA and JIPOA intend by this Agreement and the Operating Agreement to bring to final resolution the pending litigation between BHOA and JIPOA and Non-Member Owners (who seek to intervene as defendants) in *BHOA v. JIPOA*, as well as seek to resolve issues concerning the contribution owed by the Non-Member Owners who were, among others, plaintiffs in Case No. 02-CVH-035, *Karen Metzker, et al. v. Johnson's Island Property Owner's Association (Metzker v. JIPOA)*, it being represented to BHOA that JIPOA and the Non-Member Owners have reached and memorialized an agreement, subject to review and approval of counsel, resolving those issues; and

WHEREAS, BHOA and JIPOA recognize that there is Island-wide sentiment that:

- Johnson's Island should remain a gated community; and
- All owners of property on Johnson's Island ("Owners", which is stipulated to mean and include all owners of record of property located on Johnson's Island as shown in the office of the Ottawa County Recorder, as well as resident tenants of property located on Johnson's Island) have a responsibility to contribute to the cost and maintenance of all platted island roads ("Island Roads"), as well as the Causeway ("Causeway" defined by stipulation of the parties to mean the roadway from Bayshore Drive to the Confederate Cemetery, including the parking lot of the cemetery), as well as the Johnson's Island Tollgate ("Tollgate"); and
- Access to Johnson's Island should be the same for all Owners and their Guests (including without limitation contractors, service providers and all other persons coming to the Island to visit or transact business with an Owner) and in keeping with the access rights described and upheld in the Summary Judgment; and
- A joint Road Commission should be established for the benefit of all Owners to administer and oversee the maintenance of Island Roads, the Causeway, and Tollgate; and

WHEREAS, BHOA and JIPOA agree that the Road Commission will serve pursuant to a Road Commission Operating Agreement (the "Operating Agreement") to be entered into by and between BHOA and JIPOA by April 1<sup>st</sup>, 2007, which will define the authority and responsibilities of the Road Commission, as well as the authority and

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responsibilities of BHOA and JIPOA, JIIG and the Non-Member Owners with respect to the Road Commission, all such authority and responsibilities to be consistent with the terms of this Agreement;

WHEREAS, BHOA and JIPOA agree to present this Agreement to the Court in *BHOA v. JIPOA* at the Pretrial scheduled for February 28, 2007 at 10:00 A.M., with a joint request for a 75 day stay of all proceedings, the sole purpose of which is to permit BHOA and JIPOA to present this Agreement and the Operating Agreement for consideration and such approval as may be required by, and in accordance with, the Bylaws and Regulations of BHOA and JIPOA, as well as consideration by all other Owners, including but not limited to the Non-Member Owners,

NOW, THEREFORE, in accordance with the foregoing, BHOA and JIPOA agree as follows:

A. **JOHNSON'S ISLAND ROAD COMMISSION**

(i) **Responsibilities.** A Road Commission Operating Agreement by and between BHOA and JIPOA will authorize the creation of the Johnson's Island Road Commission to oversee the implementation of the 2007 "Island Road Budget" and "Causeway Budget" (as hereinafter defined in Section A(iii) of this Agreement) and, going forward, the planning, budgeting, administration, management and maintenance (repair, replacement and/or improvement) for Island Roads, the Causeway, and the Tollgate. The Road Commission once established will be responsible for managing the Tollgate and providing a monthly accounting to JIPOA and BHOA of all revenue generated by the Tollgate and all expenses associated with its operation. The Road Commission shall determine the Annual Share required from each Owner to adequately fund the Causeway Budget and the Island Road Budget, based upon the *total* of (i) the

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amount of the approved Causeway Budget (net of tollgate revenue) *plus* (ii) the amount of the approved Island Roads Budget for the year *divided by* (iii) the total number of Owners shown on the BHOA Billing Accounts and the JIPOA Billing Accounts (as defined below). An Owner whose name appears on both the BHOA Billing Accounts and JIPOA Billing Accounts shall be required to pay two (2) Annual Shares. The Operating Agreement shall set forth a dispute resolution mechanism so that BHOA, JIPOA and the Road Commission once established can cooperatively effect the intent of this Agreement.

(ii) **Formation.** As of the date of this Agreement, the Road Commission shall consist of seven members, with (a) two members to be appointed by the BHOA Trustees, and (b) three members to be appointed by the JIPOA Trustees, and (c) one member to be appointed by Non-Member Owners, and (d) one member to be appointed by JIIG. Appointment, removal and term of appointment to the Road Commission shall be in accordance with the terms and conditions of the Operating Agreement. The Road Commission shall elect a Chair who will serve for a one year period. Actions to be undertaken by the Road Commission will require an affirmative vote of six of the seven members. The Road Commission will meet at least quarterly, on dates and at times that will be announced to BHOA, JIPOA, and all Owners at least two weeks in advance of the meeting. All Owners shall have the right to attend and the opportunity to speak at meetings of the Road Commission.

(iii) **Budget.** The Road Commission will develop each year, and share with all Owners, two separate and distinct annual budgets: (a) a budget for the maintenance, repair, replacement and/or improvement of the Causeway and Tollgate

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("Causeway Budget"), such budget to include the establishment of an appropriate Causeway reserve fund; and (b) a budget for the maintenance, repair, replacement and/or improvement of all Island Roads ("Island Road Budget"), including Baycliffs, Woodcliff, Forest Glen, Quarrystone, Confederate (including Dixie), and Memorial Shoreway. The annual budgets shall give consideration to available reserves, prior year revenue and expenses, and responsible Causeway and roadway planning for the maintenance, repair, replacement and/or improvement of all Island Roads, the Causeway and the Tollgate. All parties agree that there will be no allocation of the revenue generated by the funding set forth in Section A(iv) of this Agreement (the "RC Revenue") by the Road Commission for the expansion or significant alteration of the existing Tollgate area without advance approval of both BHOA and JIPOA Trustees, following consultation with the owners of the Cold Harbour Subdivision. All parties further agree that there will be no allocation of RC Revenue by the Road Commission for the tearing up, repair, or replacement of all or any part of Memorial Shoreway, or any other Island Road, for the purpose of installing any public or private utility, including but not limited to water, sewer, electricity, cable, and/or gas. All parties further agree that there will be no allocation of RC Revenue by the Road Commission for the repair of Island Roads directly caused by any Owner, or such Owner's agent or contractor, in the construction, improvement, demolition or removal of any structures on Johnson's Island, or for the removal of any material and/or dredging by an Owner. The Operating Agreement will address the responsibilities of BHOA and JIPOA for ensuring that such Owners are held responsible for road repairs required as a result of construction, improvement, demolition or removals of any structures, or removal of any material and/or dredgings, on Johnson's Island.

(a) For 2007, the Road Commission will present to BHOA Trustees and JIPOA Trustees a proposed "Causeway Budget" and a proposed "Island Road Budget." The proposed 2007 budgets must be reviewed and approved by both BHOA and JIPOA Trustees, after which the 2007 Causeway Budget and Island Road Budget will be finalized and implemented by the Road Commission. For 2007, BHOA and JIPOA agree that the total amount of the Causeway Budget and the Island Road Budget shall be set so that the Annual Share per Owner will be One Hundred Dollars (\$100.00). For 2008, BHOA and JIPOA agree that the total amount of the Causeway Budget and the Island Road Budget shall be set so that the Annual Share will be an amount not to exceed One Hundred and Fifty Dollars (\$150.00). For 2009, BHOA and JIPOA agree the total amount of the Causeway Budget and the Island Road Budget shall be set so that the Annual Share will be an amount not to exceed Two Hundred and Twenty-Five Dollars (\$225.00).

(b) After 2009 and on an annual basis, or more frequently if required, the Road Commission will review the Causeway Budget and Island Road Budget and recommend changes for the next year to the Trustees of BHOA and JIPOA for approval. Changes to the Causeway Budget and/or Island Road Budget shall be made only upon the recommendation of the Road Commission, with subsequent approval required by the Board of Trustees of JIPOA and BHOA. If the Road Commission does not recommend a change in the Causeway Budget and/or Island Road Budget, or if recommended changes to either budget are rejected by either BHOA or JIPOA, then the last preceding approved budget will

remain in effect until such time as the Road Commission recommends a change and both Associations approve a change in the budget in question.

(c) In the event of an unforeseen event, act of God, catastrophic failure or other emergency requiring immediate action for the repair of the Causeway or any Island Road(s) ("Emergency"), the Road Commission shall promptly evaluate the damage and determine the availability of funds to address the Emergency. The Road Commission shall notify JIPOA and BHOA of the amount of any additional funds which will be required to address the Emergency, which amount shall be divided into shares in accordance with Section A(iv) of this Agreement ("Emergency Assessment"). JIPOA and BHOA shall advance such funds to the Road Commission, and take all steps necessary to assess and collect the Emergency Assessment from the Owners set forth in their respective schedules of "Billing Accounts," as defined in Section A(iv)(a) and Section A(iv)(b)..

(iv) Road Commission Funding. Road Commission annual funding for the maintenance, repair, replacement and/or improvement of Island Roads, the Causeway, and the Tollgate shall have two sources: (a) assessments advanced by JIPOA and BHOA representing the total of Annual Shares of Owners for which each association is responsible and (b) revenue generated from the operation of the Tollgate. The payment of the Annual Share by an Owner satisfies the Owner's obligation to contribute to the maintenance, repair, replacement and/or improvement of Island Roads, the Causeway and the Tollgate.

(a) BHOA shall have responsibility for the billing and collection of the Annual Share owed by each Owner of property within Baycliffs Subdivision, as

well as for the Owners of the unplatted parcels shown as Parcels D, E, and H on the tax map for Johnson's Island in the office of the Ottawa County Engineer (also known as the "Solomon" and "Bancsi" parcels). A complete record of the names and lot numbers of each Owner for whom BHOA has billing and collection responsibility of the Owner's Annual Share shall be attached as a schedule to the Operating Agreement (the "BHOA Billing Accounts"). BHOA's annual contribution to the Road Commission shall be based on the number of separate Owners appearing on the schedule of BHOA Billing Accounts for the year in question. Each Owner shown on the schedule of BHOA Billing Accounts shall pay one Annual Share, regardless of the number of parcels owned by such Owner in the schedule of BHOA Billing Accounts.

(b) JIPOA shall have responsibility for the billing and collection of the Annual Share owed by each Owner of property within Bay Haven Estates and Shiloh Subdivisions, as well as for the Friends and Descendants of Johnson's Island (whose Annual Share will remain \$700 per year through March 13, 2013 pursuant to that certain Agreement recorded March 14, 2003 in Book, OR899, Pages 563-576) and the Owners of all other unplatted parcels showing on the tax map for Johnson's Island in the office of the Ottawa County Engineer (excluding Solomon and Bancsi). A complete record of the names and lot numbers for whom JIPOA has billing responsibility shall be attached as a schedule to the Operating Agreement (the "JIPOA Billing Accounts"). JIPOA's annual contribution to the Road Commission shall be based on the number of Owners appearing on the schedule of JIPOA Billing Accounts

for the year in question. Each Owner shown on the schedule of JIPOA Billing Accounts shall pay one Annual Share, regardless of the number of parcels owned by such Owner in the schedule of JIPOA Billing Accounts.

(c) It is understood and agreed that JIIG intends to prepare and file one or more additional plats of Johnson's Island property pertaining to the land being acquired by JIIG by virtue of the foreclosure and other disposition of assets of Baycliffs Corporation. If such activity shall result in the creation of any additional Owner(s) not included in the schedules of JIPOA and BHOA Billing Accounts, then JIIG shall provide in the deed or other transfer documentation to such Owner(s) a restriction binding such Owner(s) to the terms of this Agreement and the Operating Agreement, requiring payment of such Owner's Annual Share as determined by the Road Commission, and empowering BHOA or JIPOA, as appropriate, to enforce by lien the payment and collection of such Owner's Share. JIIG shall report any such new Owners to the Road Commission, JIPOA and BHOA, with copies of the required transfer documentation. Thereafter, such Owner shall be added to the schedule of BHOA or JIPOA Billing Accounts, as appropriate.

(d) The Road Commission will determine the total amount of the Annual Share owed by Owners on the BHOA Billing Accounts and will bill BHOA for that amount, with payment of 75% to be made by BHOA to the Road Commission of the total amount billed by no later than March 31<sup>st</sup> of the year for which the budget has been determined, with the balance to be billed and paid on or before May 31<sup>st</sup>. Payment shall be made by BHOA irrespective of whether

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BHOA has received payment from each Owner. Similarly, the Road Commission will determine the total amount of the Annual Share owed by Owners on the JIPOA Billing Accounts and will bill JIPOA for that amount, with payment of 75% to be made by JIPOA to the Road Commission of the total amount billed by no later than March 31<sup>st</sup> of the year for which the budget has been determined, with the balance to be billed and paid on or before May 31<sup>st</sup>. Payment shall be made by JIPOA irrespective of whether JIPOA has received payment from each Owner. The Road Commission shall not have the authority or responsibility for billing and collection of the Annual Shares owed by Owners to BHOA and/or JIPOA.

(e) The Road Commission will be charged with responsibility for establishing the amount of the toll at the Tollgate, provided that before the amount of the present toll is changed, approval must be obtained from the Trustees of both BHOA and JIPOA. In the absence of such approval, the toll at the Tollgate shall not be changed. All revenue generated by the operation of the Tollgate shall be applied by the Road Commission exclusively to the Causeway Budget for whatever period of time is necessary for a sufficient reserve account to be established to ensure funding for the proper maintenance and continued structural integrity of the Causeway. Approval from the Trustees of both BHOA and JIPOA must be obtained before any revenue generated by the operation of the Tollgate can be used for the Island Roads Budget or for any other Road Commission purpose.

**B. ACCESS TO THE ISLAND**

(i) **Pending the Establishment of the Road Commission.** Within thirty (30) days after execution of this Agreement, the parties agree to restore the Tollgate to operating condition with a replacement keypad; the Tollgate will also continue to operate with keycards. The expenses for this replacement keypad and installation shall be paid from the "Road Commission Operating Account" to be established by BHOA and JIPOA (see below, Section C(ii)). Until the Road Commission begins its management of the Island Roads, Causeway and Tollgate, JIPOA and BHOA will cooperatively arrange for the maintenance and repair of the Island Roads, Causeway and Tollgate, which may include the services of contractors as needed, with the expense to be paid from the "Road Commission Operating Account." Contractors performing work on the Island Roads, Causeway and Tollgate shall provide all required Tax Identification #'s to both BHOA and JIPOA as a condition of payment. JIPOA and BHOA agree to cooperate in establishing the means by which Tollgate revenue is collected and deposited in the Road Commission Operating Account, and agree to explore alternatives for the pick-up and deposit of revenue from the Tollgate pending the establishment of the Road Commission. JIPOA and BHOA agree that there will be complete disclosure of (a) Tollgate counter #s and (b) amount of all deposits of Tollgate revenue to the Road Commission Operating Account each time revenue is removed from the Tollgate. JIPOA and BHOA agree to cooperatively expedite the resolution of any such claim from an Owner or Guest for refund of a toll, without seeking court intervention.

(ii) Following the Establishment of the Road Commission.

Pursuant to the Road Commission Operating Agreement, the Road Commission will be responsible for investigating and implementing an appropriate technology for operating the Tollgate. For 2007, BHOA and JIPOA agree to return to the Island access utilized throughout the summer of 2006 (a combination of keycards and a keypad) while the Road Commission investigates other Tollgate access mechanisms. For 2008 and beyond, the Road Commission will consider and recommend to BHOA and JIPOA a technology which will serve to ensure convenient, toll-free access to the Island for all Owners and their Guests while also seeking to maximize revenue from the use of the Causeway by others. No Owner nor Guest will be denied access through the Tollgate.

C. FUNDS CURRENTLY HELD IN ESCROW

BHOA and JIPOA agree that the funds currently being held in escrow be distributed on or before April 15, 2007 as follows:

(i) The "Johnson's Island Road Account" (Marblehead Bank Account #338407), which has as its source the monies deposited by BHOA members for gate passes, in the approximate amount of \$16,000, shall be distributed in its entirety to BHOA and the account closed.

(ii) The "Causeway Savings Account" (Account #401369), and "Causeway Checking Account" (Account #21202) which have as their source the monies collected at the Tollgate and the \$30,000 contributed by the JIPOA General Fund, in the approximate total amount of \$83,000, shall be distributed as follows: (a) \$30,000 plus interest in the amount of \$363.00 to JIPOA General Fund, (b) the balance, in its entirety, to a new "Road Commission Operating Account" to be established jointly by BHOA and

JIPOA. Pending execution of the Operating Agreement, the parties may elect to implement this provision by replacing the existing signature cards on Account #401369 and #21202 with new signature cards requiring signatures from one representative of both JIPOA and BHOA.

**D. APPROVAL**

BHOA and JIPOA agree to present this Agreement, and the Road Commission Operating Agreement, to the BHOA and JIPOA membership for consideration and such approval as may be required by and in accordance with, the Bylaws and Regulations of BHOA and JIPOA. In the event that this Agreement or the Road Commission Operating Agreement is not approved, for whatever reason, then the stay of proceedings in BHOA v. JIPOA shall be lifted and the parties shall be returned to status quo.

**Baycliffs Homeowners Association**

By: Richard Schulz  
Richard Schulz, Trustee/President

By: Harry Eisman  
Harry Eisman, Trustee/Treasurer


**Johnson's Island Property Owners Association**


By: Michael Kelly  
Michael Kelly, Trustee/Second Vice President

By: Dianne Rozak  
Dianne Rozak, Trustee/Secretary

By: Harriet D. Bruening  
Harriet D. Bruening, Trustee/Treasurer

APPROVED BY:

By:   
**STEVEN M. OTT (0003908)**  
Ott & Associates Co., LPA  
55 Public Square, Suite 1400  
Cleveland, Ohio 44113  
Telephone: (216) 771-2600  
Facsimile: (216) 830-8939  
Email: [steven.ott@ottesq.com](mailto:steven.ott@ottesq.com)  
ATTORNEY FOR PLAINTIFF,  
BAYCLIFFS HOMEOWNERS  
ASSOCIATION, INC.

By:   
**GERALD P. FERGUSON (0022765)**  
Vorys Sater Seymour and Pease  
52 East Gay Street  
P.O. Box 1008  
Columbus, OH 43216-1008  
Telephone 614-464-5612  
Facsimile 614-719-4757  
Email: [GPFerguson@vssp.com](mailto:GPFerguson@vssp.com)  
ATTORNEY FOR JOHNSON'S ISLAND  
PROPERTY OWNER'S ASSOCIATION

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# ATTACHMENT B

## BHOA BILLING ACCOUNTS

LOT	OWNER	COMMENTS
1	1	Tom & Angle Mitchell
2	2 & 36	Sam & Debra Chiarappa
3	3	Karen E Hritz (Mike)
4	4 & 33	R. Bruce Cohagen & Linda K. Montiz
5	5	Jeffrey & Jodi Dobos
6	6	William B. & Linda S. Warnecke
7	7	James R. & Susan E. Waingrow
8	8 & 9	Theresa Beyer
9	10	Steven J Kravec
10	11	J. Kevin & Diane Kelley
11	12	Dennis Puening (Lydia)
12	13	Michael J. & Susan L. Lonsway
13	14	Darcene Selby
14	15	G. Shannon & Susan Marr
15	16	Michael R & Debra J. Cardwell
16	17	Rod & Jeanne Ford
17	18	Thom G. Davls
18	19	Ernest D. & Sharon L. Heath
19	20	Harry L. & Mary Beth Eisman
20	21 & 22	Richard R. & Cynthia V. Schulz
21	23	Ed & Pam Walkuski
22	24	James P. & Linda P. Erickson
23	25	John R. & Shella K. Art
24	26	Robert K. & Lynn P. Art
25	27	William M. & Marilyn Umlauf
26	28 & 103	Robert J. Speck
27	29	William W. Allport
28	30	Mark & Mary Breitinger
29	31	Timothy J. & Sally A. Moennich
30	32	Ken & Barb Nofz
31	34	Jeff & Kim Ray
32	35	Mary Corpas
33	41 71 114	Summit Properties
34	37	Kurt M. & Kathy R. Seimet
35	38	Michael C. & Kimberly K. Bossetti
36	39 & 40	Kathleen L. Pienta
37	42	Paul & Lee Ann Prestel
38	43	Rebecca S. Sofka
39	44	Ronald Lemle
40	45	Kathleen A. (Mike) Sengstock
41	46 47 48	Lisa M. Sapp
42	49 & 54	Grazyna (Grace) Lukuch
43	50	Sandra M. Roth
	51 & 109	Todd & Barbara Kroehle

Billed by JIPOA

52 55 63 64 65 68 72 78 115  
116 117 118

JIG

Billed by JIPOA

44

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45	56	Michael & Carol Priebe	
	57	Jim & Elizabeth A. Redinger	Billed by JIPOA
46	58	Robert & Joan Sturgill	
47	59	Arthur H. & Judy L. Wilms	
48	60	J & J Home and Construction	
49	61	Michael & Sarah Yochheim	
50	62	Dan & Veronica Yochheim	
51	67	James L. & Bonnie L. Berchak	
52	68	Kimberly A. Babich-Speck & Larry Speck	
	69	Glenn & Janice Beachy	Billed by JIPOA
53	70	Timothy J. & Bernadette Conway	
54	73	Stanley & Janet Swartz	
55	74	Mary Ellen Neff	
56	75	Al & Diane Haller	
57	77	David G. & Jane L. Keener	
58	78	Elias L. & Patricia A. Corpas	
59	79	Joseph & Victoria Mashchak	
60	80	Ron & Vicki Vokac	
61	81	Joe & Kelly Gallucci	
62	82	John & Mary Beth Laurita	
63	83	Alexander & Darla Keding	
64	84	Tom & Cheryl Vickers	
65	85	Laura A. Corpas	
66	86	Kimberly Speck	
67	87	Laurie S. Walker	
68	88	Christine Stum	
69	89	Ronald & Nancy Ray Jandrokovic	
70	90	Bradley A. Weber	
71	91	Dave & Heather Mischler	
72	92	Tom Beaver	
73	93	Gary N. Payeff	
74	94 110 111	Scott & Kathy Nagy	
75	95	C. Joseph Arbogast	
76	96 104	Jacquelyn & Darin Lerch	
77	97	Judith B. Gerhart	
78	98	John E. Jr. & Sandra M. Frey	
79	99	Ali & Roxane Al-Fayez	
80	100	Donald J. Navratil	
81	101	Rob & Wendy Jablonski	
82	102	Timothy & Cindy Ozvath	
83	105	Brian & Kimberly Brian Navratil	
84	106	Joseph J. & Catherine Tarkey	
85	107	William H. Ward, Jr.	
86	108	Ed & Bonnie Matusik	
87	112	John M. Davis	
	113	Frank & Kathy Abramczyk	Billed by JIPOA
88	D	Alex Solomon	
89	n/a	Friends & Descendants	
90	E & H	Steve Bancsi	
91	Common Areas	BHOA	

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**JIPCA Billing Accounts  
2007**

EXHIBIT

PENCAD 000-631-6989

C

	A	B	C	D
1		LOT	OWNER	COMMENTS
2				
3	1	001 S	Dan Michalske	
4	2	002 S	Thomas Ebner	
5	3	003S	Greg & Karen Linder	
6	4	004 S	Bob & Norma Thoman	
7	5	005 S	Lou & Jackie Cardinale	
8	6	13	Ronald & Luz Ameigh	
9	7	14	Jeff & Patty Neverman	
10	8	15	Carl & Cynthia Nawalaniec	
11	9	16	Frank & Melinda Lovell	
12	10	19	Tom & Denise Borgio	
13	11	21	Hal & Ellen Clagg	
14	12	25	Jim & Barb McEldowny	
15	13	26	Bill & Pat Sharp	
16	14	28	Joseph Hutman	
17	15	29	Bob & Karen Tucker	
18	16	30	Frank & Mary Bolmeyer	
19		31	Janet Swartz	BHOA to bill
20	17	32	Roy S. Swartz	
21	18	33	David & Elizabeth Fenn	
22	19	36	Allen Alford & Jim Dick	
23	20	38	Donald Snook	
24	21	40	Cindy & Gerald Phillips	
25	22	41	Bob Maynard	
26	23	43	Tom & Debbie Marchese	
27	24	44	Jim & Karen Miller	
28	25	45	Robert & Mary Pigat	
29	26	46	Bob Wilhelmy	
30	27	49	Rich & Tricia Kaman	
31	28	51	Franklin Rozak	
32	29	52	Lazio & Susanne Tomaschek	
33	30	53	Jim & Eleanor Thompson	
34	31	54	Ronald & Barbara Sterle	
35	32	55	Jim & Carol Scherger	
36	33	58	David & Hannah McLellan	
37	34	57	Ih Foo & Chou Chie Lin	
38	35	59	Stephen & Pamela Portik	
39	36	80	Frank & Cindy Rishe	
40	37	61	Ed & Vickey Carey	
41	38	63	Jack & Dorinne McIver	
42	39	65	Glenn & Lynne Weidling	
43	40	66	Gary Desmond	
44	41	67	Sharon Lyn Whittle	
45	42	68	Chuck & Peg Ruebensall	
46	43	69	Thomas J. Kushner	
47	44	70	Mike & Debi Korinek	
48	45	71	James & Liz Redinger	
49	46	73	Robert Cailor	
50	47	74	Jeff & Carol Troxell	
51	48	75	Steven & Erin Shine	
52	49	76	Bill Musulin	
53	50	78	John "Jack" & Robin King	



**JIPOA Billing Accounts  
2007**

	A	B	C	D
1		LOT	OWNER	COMMENTS
54	51	79	Tim & Jamie Powers	
55	52	81	Karen Gannon & Bradd Rosenquist	
56	53	82	Thomas & Bonnie Showalter	
57	54	83	Christine Rini	
58	55	84	Scott Zgrabik	
59	56	85	Mark & Lisa Kowalski	
60	57	86	David Rosenblatt	
61	58	88	Joseph Leach	
62	59	90	Carmen & Margie LoParo	
63	60	91	Robert & Lynne Castele	
64	61	92	Otto & Barbara Hagele	
65	62	93	Ellen L. Nachman	
66	63	96	Lisa Assim	
67	64	97	Karen M. Metzker	
68	65	100	Sigmund Nachman	
69	66	101	Charlie & Carol Farrell	
70	67	102	Anne Massey	
71	68	104	Kent & Patricia Nicklas	
72	69	105	Ann Petkovich	
73	70	108	Ken & Jeanne Mazer	
74	71	107	Joseph & Cona Butvin	
75	72	108	Bill & Rose Wos	
76	73	109	Charles & Bev DeMario	
77	74	110	Randy & Linda Houfas	
78	75	111	Don & Helen Basel	
79	76	113	Peter & Viola Hessler	
80	77	114	Isalnd A Partnership	
81	78	117	Bob & Rosie Leimkuehler	
82	79	118	Robert & Susan Young	
83	80	119	Thomas & Robin Hardy	
84	81	120	Thomas & Barbara Kowalski	
85	82	121	Laurence & Deborah Drake	
86	83	123	Edward & Deborah Jordan	
87	84	124	Thomas & Melissa Coughlin	
88	85	126	Dale & Susan Siri	
89	86	127	Fred & Patricia Wittman	
90	87	128	Robert & Kathy Ibos	
91	88	131	Bruce & K. Elaine Libey	
92	89	134	Chris & Sharon Bach	
93	90	135	Marie Uhl	
94	91	136	Mary Buck & Steve Weising	
95	92	137	David Laurenzi, Sr.	
96	93	138	Don Izold	
97	94	139	Harry Sorochman	
98	95	141	Walter & Anne Kwasny	
99	96	143	Robert & Rhonda Weeks	
100	97	146	Jim Crutchfield	
101	98	147	Robert Schwarzer	
102	99	148	Carmon & Neta Oxenrider	
103	100	150	Donna Gauman	
104	101	152	Don & Deanna Cole	
105	102	153	Fred & Joan Bode	

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**JFOIA Billing Accounts  
2007**

	A	B	C	D
1		LOT	OWNER	COMMENTS
106	103	154	Daniel & Edith Halcik	
107	104	155	Tony & Helen Muller	
108	105	157	Edward Manley	
109	106	159	Frank & Kathy Abramczyk	
110	107	180	Carol Koudelka & George Zamecnik	
111	108	183	Norm & Tammy Sadowski	
112	109	164	David & Jane Klugman	
113	110	166	Mike & Marcia Kelty	
114	111	167	Dean & Barbara Sivinski	
115	112	168	Dolores Dobransky	
116	113	169	Ellen Hicks	
117	114	171	Mary Jarosz & Helen Burke	
118	115	173	Richard Rohal	
119	116	175	Dennis & Donna Koeth	
120	117	176	John Yonkof	
121	118	177	Mike & Barb Nawalaniec	
122	119	178	Ed & Edith Patrick	
123	120	179	Alex & Jane Lagusch	
124	121	180	Roger & Jeanne Scheman	
125	122	181	Dennis & Maureen Kennedy	
126	123	182	Robert & Alice Scheman	
127	124	183	Jim & Rita Flanagan	
128	125	184	Ernest Hirzel	
129	126	185	Tom & Carol Tighe	
130	127	187	Henry & Jackie Werner	
131	128	188	Gary & Gayle Zdotshek	
132	129	189	John Lehibach	
133	130	190	Jerry & Betty Thompson	
134	131	191	Paul and Eileen DeMattia	
135	132	192	Jim & Becky Reinbolt	
136	133	194	Mark Tomon	
137	134	195	Thomas & Gertrude Bradley	
138	135	196	Dianne Rozak & Dan Thompson	
139	136	197	Ahmad & Bonnye Shatila	
140	137	198	Elda, Terri & Diane Krach	
141	138	199	Todd Kroehle	
142	139	201	Roger & Vicki Oberlander	
143	140	203	Ken & Sue Schafer	
144	141	204	Skip Morrisson	
145	142	205	Kim Conway	
146	143	207	John F. Bush	
147	144	210	Robert & Barb Doane	
148	145	213	James & Janice Pardi	
149	146	214	Michael & Karen Hudzinski	
150	147	216	Bob & LaDonna Rengel	
151	148	218	James & Kathy Krueger	
152	149	219	Al & Katy Mazzeo	
153	150	221	Frank & Halle Bruening	
154	151	222	Elizabeth & Vincent Hlavin	
155	152	223	Ruth Tupa	
156	153	225	Raymond Repko	
157	154	226	Greg & Suzan Nobis	

**JIPOA Billing Accounts  
2007**

	A	B	C	D
1		LOT	OWNER	COMMENTS
158	155	227	David & Harriett McConahay	
159	156	228	John & Pam Good	
160	157	229	Ernest & Hazel Dunn	
161	158	230	John & Margaret Gale	
162	159	231	Ronald & Julia Doll	
163	160	232	Dick & Marlene Holkovic	
164	161	237	JIPOA	
165	162	246	Lance Yandel	
166	163	255	Steven D. Mould	
167	164	261	Audra Strnad	
168	165	262	Brian Weseman	
169	166	263	David Tropkoff	
170	167	264	Joseph Gouker	
171	168	265	Gary Burke	
172	169	280	David & Rita Laurenzi, Jr.	
173	170	282	Susan Laurenzi	
174	171	284	Erich & Renate Rock	
175	172	303	David Hessler	
176	173	308	Jeff & JoAnn Uhlk	
177	174	310	Resident Tenant of Wos Rental	
178	175	320	William Kirkpatrick, Jr.	
179	176	321	Terrance Kirkpatrick	
180	177	322	Kevin Kirkpatrick	
181	178	328	Kenneth Zychowski	
182	179	329	Barl Leneghan	
183	180	330	Resident Tenant Bob Hruska	
184	181	330	Carl Clapper & Tiffny Trenka	
185	182	331	Ted & Gina Bedell	
186		333	Grazyna Lukuch	BHOA to bill
187	183	335	Palm Tree Vending	
188	184	339	Shawn Breslin Michael & Bridget Murphy	
189	185	340	Tom & Kay Breslin	
190	186	345	William & Susan Loveland	
191	187	354	Tony & Betty Cianciola	
192	188	358	James Klenkar & Belinda Burwell	
193	189	362	Christy P. Johnson	
194	190	363	William & Susan Keller	
195	191	369	Glenn & Janice Beachy	
196	192	371	Lawrence & Brenda Theurer	
197	193	426	Donald & Kathryn Pearson	
198		427	Jim & Susan Waingrow	BHOA to bill
199	194	428	Susan Ramsey	
200	195	429	James Mazur	
201	196	431	Nancy Cepis	
202	197	435	Joseph & Linda Skoczen	
203	198	438	Frances Misejko	
204	199	439	Bob & Roxann Hazel	
205		441 North 1/2	J. Kevin & Diane Kelley	BHOA to bill
206	200	441 South 1/2	Robert & Christine Kleiber	
207	201	249/250	Johnson Island Investment Group LLC	

**Amended and Restated Agreement  
Concerning Variance for  
Friends and Descendants of Johnson's Island Civil War Prison, Inc.**

This Amended and Restated Agreement Concerning Variance for Friends and Descendants of Johnson's Island Civil War Prison, Inc. ("Amended and Restated Agreement") is made as of May 15, 2007 by, between and among the Friends and Descendants of Johnson's Island Civil War Prison, Inc. ("Friends"), Heidelberg College ("Heidelberg"), the Johnson's Island Property Owners Association ("JIPOA") and the Baycliffs Homeowners Association ("BHOA"), (collectively, "Parties" or individually "Party").

WHEREAS, on February 6, 2003, Friends (then known as Friends and Descendants of Johnson's Island, Inc.) filed with the Village of Marblehead's Board of Zoning Appeals an application for a use variance to allow limited, private educational and scientific activities to be conducted on approximately 17 acres of land owned by Friends (the "Friends Property") in the interior of Johnson's Island (the "Variance") and

WHEREAS, an Agreement was filed on March 14, 2003 in the office of the Ottawa County Recorder, OR Book 899, Pages 563-576 reciting additional conditions agreed among the Parties for the use of the Friends Property, which Agreement was binding upon the Parties for a term of ten (10) years (the "Original Variance Agreement"); and

WHEREAS, JIPOA and BHOA have entered into that certain Agreement of Understanding dated February 28, 2007 in anticipation of the full and final settlement of issues that have arisen between them concerning the use and maintenance of the Johnson's Island Causeway, Tollgate and all platted, private roads located on Johnson's Island, all of which is more fully described in Ottawa County Common Pleas Court Case No. 04-CVH-202 captioned *Baycliffs Homeowners Association, Inc. v. Johnson's Island Property Owner's Association, et al.*, ("BHOA v. JIPOA"); and

WHEREAS, JIPOA and BHOA seek to have all additional owners of property on Johnson's Island, not represented by JIPOA or BHOA, enter into that certain Operating Agreement for Governance of Johnson's Island Causeway and Roadways (the "Operating Agreement"), of even date herewith; and

WHEREAS, each of the signatories to this Agreement represents that it has the authority to enter into this Amended and Restated Agreement.

NOW, THEREFORE, in consideration of the mutual promises and consideration set forth herein, the Parties agree as follows:

1. From and after May 15, 2007 (the "Effective Date"), this Amended and Restated Agreement shall replace in its entirety the Original Agreement and shall be deemed to be the complete agreement among the Parties concerning the use of the Friends Property.

2. The Parties consent and agree that the Agreed Terms and Conditions stipulated by the Parties concerning the Variance issued by the Marblehead Board of Zoning Appeals in favor of Friends shall be and are hereby amended and restated as set forth in the "Amended and Restated Terms and Conditions for Use Variance for Friends and Descendants of Johnson's Island Civil War

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Prison, Inc." which is attached to and made a part of this Agreement (the "Amended Terms and Conditions").

3. Friends and Heidelberg agree to comply with the Amended Terms and Conditions, and further agree to acknowledge and execute the Operating Agreement.

4. Commencing with 2007, Friends shall contribute to the governance of the Johnson's Island Causeway and Roadways in the same manner as that required of every other owner of property on Johnson's Island as provided in the Operating Agreement. Friends shall be notified in advance of every meeting of the Johnson's Island Road Commission as described in the Operating Agreement and shall have all of the rights, privileges and obligations of an Owner with respect to the Road Commission.

5. Except in emergencies, the Friends Property shall be accessed only by one driveway located on Baycliffs Drive.

6. Friends and Heidelberg agree jointly and severally to indemnify, defend and hold harmless JIPOA and BHOA and their members up to the limits of Friends and Heidelberg's insurance policies, from any liability or damage arising from the activities of Friends and Heidelberg on Johnson's Island and the approaches thereto, except for liability or damage resulting from the gross negligence or intentional acts or omissions by JIPOA or BHOA or their members. Friends and Heidelberg shall obtain and maintain automobile and general liability insurance policies covering their activities on Johnson's Island and the approaches thereto, with limits of not less than \$1 million (automobile) and \$1 million (general liability) per occurrence with umbrella coverage of \$10 million for each (Heidelberg) and \$500,000 (general liability) per occurrence (Friends), and shall use their best efforts to obtain waivers of subrogation from their insurance carriers in favor of BHOA, JIPOA, their members and their insurance carriers. BHOA and JIPOA shall be designated as additional named insured on Friends and Heidelberg's policies and Heidelberg and Friends shall furnish BHOA, JIPOA and the Johnson's Island Road Commission with proof of insurance coverage by January 15 of each year for that year.

7. Friends and Heidelberg agree that, except for planned events as described herein, they shall not promote casual visitor traffic to Johnson's Island. The Parties stipulate that the private educational programs authorized by the Variance to enrolled students and teachers are not prohibited by this provision. The Parties further acknowledge that the 150-year anniversary of the Civil War (2011-2015) will fall during the term of this Agreement. Friends may conduct or participate in occasional Civil War memorial observances, ceremonies and activities on the Friends Property. On any such occasion upon which members of the public are expected to attend, Friends shall notify the Road Commission no less than thirty (30) days in advance, and shall comply and cooperate with all reasonable requests of the Road Commission for the regulation of traffic and the use of the Causeway and island roadways.

8. The Parties hereto agree to consult and cooperate with each other concerning the construction of a building, which may be located on or adjacent to the Friends Property, which will provide rest room facilities, a classroom and, if desired, food preparation facilities for use by the Friends in the conduct of its educational programs on the Friends Property. The Parties further agree that such building may be a freestanding building on the Friends Property for the exclusive use of Friends or, if possible, a multi-purpose building on or adjacent to the Friends Property which may be used as agreed among all of the Parties.

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9. Except as set forth in paragraph 8, above, Friends and Heidelberg agree not to seek any other modification to the Variance which would substantially change the uses permitted by the use variance which is the subject of this Agreement, nor to the zoning classification of the Friends Property, prior to March 14, 2018. Friends and Heidelberg further agrees not to seek any modification to the Variance for the purpose of creating single- or multiple-family building lots at any time prior to March 14, 2023 on any property owned by Friends on Johnson's Island. The Parties further agree that they shall review this Agreement and the Terms and Conditions on or before March 14, 2013 to determine whether additional amendments are necessary or desirable at that time.

10. Upon a prima facie showing of a violation of any material provision of this Agreement by a Party, which violation the Parties are unable to resolve by agreement, any non-violating Parties shall be entitled to immediate temporary injunctive relief prohibiting such violation, in addition to any other rights and remedies available to them.

11. The Parties agree that the Ottawa County Courts shall have jurisdiction to directly enforce, and to directly enjoin violations of, the provisions of this Amended and Restated Agreement without regard to the doctrine of exhaustion of administrative remedies.

12. The Parties shall cause a copy of this Agreement to be recorded with the Ottawa County Recorder. This Agreement shall run with the land and expire on March 14, 2018 unless extended by the Parties, and shall be binding on the Parties, their successors and assigns.

Notices to the Parties shall be directed as follows:

Friends:  
David R. Bush, Ph.D., Chairman  
3272 County Road 175  
(419) 448-2327  
email: [dbush@heidelberg.edu](mailto:dbush@heidelberg.edu)

Heidelberg College:  
Stephen Storck, Ph.D., V. P. of Administration, CFO  
College Hall, 310 E. Market Street  
Tiffin, OH 44883-2462  
(419) 448-2227  
email: [sstorck@heidelberg.edu](mailto:sstorck@heidelberg.edu)

BHOA  
Richard Schulz, President  
3645 Confederate Drive  
Marblehead, OH 43440  
(216) 389-2540  
[rschulz@cschulzbuilding.com](mailto:rschulz@cschulzbuilding.com)

JIPOA  
Dennis L. Kennedy, President  
P. O. Box 111  
Marblehead, OH 43440  
(419) 798-8210  
[dlk8ggi@core.com](mailto:dlk8ggi@core.com)

cc: Mary Beth Eisman, Esq.  
4081 Quarrystone Court  
Marblehead, OH 43440  
(419) 798-4903  
[Maribel842@aol.com](mailto:Maribel842@aol.com)

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IN WITNESS WHEREOF, each of the Parties has executed this Agreement by its duly authorized officer, as of the day and year first above written.

Friends and Descendants of Johnson's  
Island Civil War Prison, Inc.

By: [Signature]  
David R. Bush, Ph.D., Chairman

Date: 5/9/07

Heidelberg College

By: [Signature]  
Stephen Storck, Ph.D., V. P. of  
Administration, CFO

Date: 5/9/07

Baycliffs Home Owners Association

By: [Signature]  
Richard Schulz, President

Date: 5/12/07

Johnson's Island Property Owners  
Association

By: [Signature]  
Dennis Kennedy, President

Date: 0 May '07

STATE OF OHIO )  
COUNTY OF SENECA ) SS:

Before me, a Notary Public in and for said County and State, did appear David R. Bush, Ph.D., the Chairman of Friends and Descendants of Johnson's Island Civil War Prison, Inc., an Ohio not-for-profit corporation, who did sign the foregoing instrument, and did acknowledge that the same is his free act and deed and the free act and deed of such corporation.

In Witness Whereof, I have hereunto subscribed and sealed this instrument this 9<sup>th</sup> day of MAY, 2007.

[Signature]  
Print: BARB GABEL

STATE OF OHIO )  
COUNTY OF SENECA ) SS:

Barb Gabel, Notary Public  
in and for the State of Ohio  
My commission expires  
March 5, 2011

Before me, a Notary Public in and for said County and State, did appear Stephen Storck, Ph.D., the Vice President Of Administration and CFO of Heidelberg College, who did sign the foregoing instrument, and did acknowledge that the same is his/her free act and deed and the free act and deed of such institution.

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In Witness Whereof, I have hereunto subscribed and sealed this 9<sup>th</sup> day of

May, 2007.

Barb Gabel

Print: BARB GABEL

STATE OF OHIO )  
COUNTY OF Ottawa ) SS: Barb Gabel, Notary Public  
In and for the State of Ohio  
My commission expires  
March 5, 2011

Before me, a Notary Public in and for said County and State, did appear Dennis Kennedy, the President of Johnson's Island Property Owners Association, an Ohio not-for-profit corporation, who did sign the foregoing instrument, and did acknowledge that the same is his free act and deed and the free act and deed of such corporation.

In Witness Whereof, I have hereunto subscribed and sealed this 8 day of May 2007.

Elizabeth E. Davenport  
Print: Elizabeth E. Davenport

STATE OF OHIO )  
COUNTY OF Ottawa ) SS: ELIZABETH E. DAVENPORT  
Notary Public, State of Ohio  
My Commission Expires 12-04-2011



Before me, a Notary Public in and for said County and State, did appear Richard Schulz, the President of Baycliffs Home Owners Association, an Ohio not-for-profit corporation, who did sign the foregoing instrument, and did acknowledge that the same is his free act and deed and the free act and deed of such corporation.

In Witness Whereof, I have hereunto subscribed and sealed this 12 day of May 2007.

Mary Beth Ballard  
Print: MARY BETH BALLARD, Atty.

NOTARY PUBLIC • STATE OF OHIO  
My commission has no expiration date  
Section 147.03 O.R.C.

This Instrument Prepared By:  
Mary Beth Ballard-Eisman, Esq.  
4081 Quarrystone Court  
Marblehead, OH 43440

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**Amended and Restated Terms and Conditions  
for  
Use Variance for Friends and Descendants of Johnson's Island Civil War  
Prison, Inc.**

A. The Use Variance issued to Friends and Descendants of Johnson's Island Civil War Prison, Inc. ("Friends") shall cover all of the property owned by Friends (the "Friends Property").

B. The uses permitted by the use variance on the Friends Property are limited to the following private educational and scientific programs to be conducted by Heidelberg College ("Program" or "Programs"):

1. The "Experiential Learning Program in Historic Archaeology" program ("ELPHA") for grade school and high school students, which shall not begin earlier than March 1 of each year and shall end no later than June 10 of each year. ELPHA shall not exceed one class per day, and ELPHA class size shall not exceed 24 students averaged over the days on which ELPHA are conducted.

2. The "Summer Archaeological Field School" program ("SAFS") for students enrolled at Heidelberg College ("Heidelberg"), which shall not begin earlier than June 1 of each year and shall not end later than August 31 of each year. SAFS shall not exceed one class per day, and SAFS class size shall not exceed 24 students averaged over the days on which SAFS are conducted.

3. The "Weeklong Archaeological Experiences" program ("WAE") for selected grade school and high school students, which shall not be conducted outside the period prescribed for the SAFS. No more than three WAE shall be conducted in each year, and no WAE class shall exceed 24 students averaged over the days on which WAE are conducted.

4. The "Summer Teacher's Workshop" program ("STW") for grade school and high school teachers, which shall begin no earlier than June 1 and shall end no later than August 31 of each year. Each STW shall be no longer than one week, and not more than three STW shall be conducted each year. No STW class shall exceed 24 students averaged over the days on which STW are conducted.

The term "students" means only persons attending recognized home schools, accredited grade schools, high schools or colleges and adults participating in adult learning experiences organized by Heidelberg. No program or programs shall be conducted in a manner or time that would result in Heidelberg and/or Friends hosting more than 35 persons (students, staff, volunteers, etc.) total on the Island at any time. However, no more than three times per year this number may exceed 35 but no more than 40 persons at any one time. After November 15 of each year, there shall be no activities at the Friends Property except for site protection and maintenance work and preparations for the next instructional season.

C. Friends may construct, use, and maintain in accordance with the terms of the use variance, one gravel parking lot on the Friends Property measuring 30 feet by 100 feet in size. Friends also may construct and use a 20-foot wide gravel driveway (with a 30-foot entrance apron) from Baycliffs Drive to the gravel parking lot. The parking lot shall be screened effectively from view from roads and presently platted lots by plantings of evergreen trees or equally-effective plant material screen. Vehicles shall not be parked anywhere except the parking lot, except that vehicles may be parked on the Johnson's Island Property Owners Association parking lot at the cemetery during student visits to the cemetery.

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D. All students and all Program activities shall be conducted at the Confederate Cemetery and adjacent parking lot and on the Friends Property. Foot traffic by students on private property, including the quarry area and marina, is strictly prohibited.

Friends and Descendants of Johnson's  
Island Civil War Prison, Inc.

By: Alan M. [Signature]  
Title: Chairman  
Date: 5/9/07

Baycliffs Homeowners Association

By: Richard Schulz [Signature]  
Title: President  
Date: 5/12/07

Heidelberg College

By: Stephan [Signature]  
Title: V.P. FOR ADMINISTRATION & CFO  
Date: 5/9/07

Johnson's Island Property Owners  
Association

By: Wm J. [Signature]  
Title: PRESIDENT  
Date: 8 MAY '07

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**ATTACHMENT E**

**MEMORANDUM OF JOHNSON'S ISLAND ROAD COMMISSION AGREEMENT**

The parties have agreed to record the Judgment Entry of the Court incorporating by reference and attachment the Operating Agreement for Governance of Johnson's Island Causeway and Roadways. Such recording shall be in lieu of a separate Memorandum or other instrument. The Judgment Entry and the Operating Agreement for Governance of Johnson's Island Causeway and Roadways shall act as a declaration of easements, covenants and restrictions running with the land and benefiting and binding all owners of property located on Johnson's Island, in the Village of Marblehead, County of Ottawa and State of Ohio as set forth herein:

**Property within jurisdiction of JIPOA:**

- I. All property platted in Bay Haven Estates Plat Volume 10, Page 10-12 of Ottawa County Records;
- II. All property platted in Bay Haven Estates Plat Volume 10, Page 13 of Ottawa County Records;
- III. All property platted in Bay Haven Estates Plat Volume 12, Page 43 of Ottawa County Records;
- IV. All property platted in Bay Haven Estates Plat Volume 16, Page 24 of Ottawa County Records;
- V. All property platted in Bay Haven Estates Plat Volume 18, Pages 9-9A of Ottawa County Records;
- VI. All property platted in Bay Haven Estates Plat Volume 18, Page 19 of Ottawa County Records;
- VII. All property platted in Bay Haven Estates Plat Volume 19, Page 1 of Ottawa County Records;
- VIII. All property platted in Bay Haven Estates Plat Volume 19, Page 3 of Ottawa County Records;
- IX. All property platted in Bay Haven Estates Plat Volume 20, Page 23 of Ottawa County Records;
- X. All property platted in Shiloh Plat Volume 22, Page 11;

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**Property within jurisdiction of BHOA:**

- XI. All property platted in Baycliffs Subdivision Plat Volume 35, Page 9-9E of Ottawa County Records;
- XII. All property platted in Baycliffs Subdivision Plat Volume 36, Pages 5-11 of Ottawa County Records;
- XIII. All property platted in Baycliffs Subdivision Plat Volume 39, Pages 7-8 of Ottawa County Records;
- XIV. All property platted in Baycliffs Subdivision Plat Volume 41, Page 33-36 of Ottawa County Records;

**Unplatted property acquired by JIIG from Baycliffs Corporation:**

- XV. PPN 0151303617466000 (Reserved Area "A");
- XVI. PPN 0151303617477000 (Reserved Area "D");

**Additional properties on Johnson's Island:**

- XVII. Parcel B deeded to JIPOA member Frances L. Misejko by Volume 747, Page 371 of Ottawa County Records;
- XVIII. Parcel D deeded to BHOA member Alexander A. Solomon by Volume 442, Page 863 of Ottawa County Records;
- XIX. Parcel E deeded to non-member Steven Bancsi by Volume 395, Page 401 of Ottawa County Records;
- XX. Parcel F deeded to JIPOA predecessor-in-interest Johnson's Island Inc. by Volume 269, Page 1085 of Ottawa County Records;
- XXI. Parcel G deeded to JIPOA by Volume 364, Page 919 of Ottawa County Records;
- XXII. Parcel H deeded to non-member Steven Bancsi by Volume 395, Page 401 of Ottawa County Records;
- XXIII. Parcel I deeded to New Party Defendants Sigmund W. & Janet M. Nachman by Volume 767, Page 606 of Ottawa County Records;
- XXIV. Parcel J deeded to non-members Bartholomew & Mary P. Leneghan by Volume 878, Page 807 of Ottawa County Records;

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XXV. Parcels K, L, M, N and O deeded to New Party Defendant Ellen L. Nachman by Volume 878, Page 810 of Ottawa County Records;

XXVI. Property deeded to Friends and Descendants of Johnson's Island Civil War Prison, Inc. by Volume 856, Page 534 of Ottawa County Records.

The parties have attached the following lists of Owners by subdivision and lot numbers for convenience and reference by the Ottawa County Recorder in preparing proper indices for the Operating Agreement. The information contained on these lists may not be accurate or current

### Bay Haven Estates/JIPOA Billing Accounts

Lot Number	Owner of Record
1S	Estate of Daniel Michalske 3054 Memorial Shoreway Marblehead, OH 43440
2S	Thomas Ebner 3880 East Smith Road Medina, OH 44256
3S	Greg & Karen Linder 393 Avon Point Avenue Avon Lake, OH 44012
4S	Bob & Noma Thoman 4550 Commodore Dr. Stow, OH 44224
5S	Lou & Jackie Cardinale 352 Quail Run Broadview Heights, Oh 44147
13	Ronald & Luz Ameigh 4570 Memorial Shoreway Marblehead, OH 43440
14	Jeff & Patty Neverman 1584 Barclay Blvd Westlake, OH 44145
15	Carl & Cynthia Nawalaniec 12340 Schreiber Rd. Valley View, OH 44125
16	Frank & Melinda Lovell 4530 Memorial Shoreway Marblehead, OH 43440-2378
17	Frank & Melinda Lovell 4530 Memorial Shoreway Marblehead, OH 43440-2378
18	Frank & Melinda Lovell 4530 Memorial Shoreway Marblehead, OH 43440-2378
19	Tom & Denise Borgio 26551 Bayfair Dr. Olmsted Falls, OH 44138
20 1/2	Tom & Denise Borgio 26551 Bayfair Dr. Olmsted Falls, OH 44138
20 1/2	Clagg Family Partnership 4470 Memorial Shoreway Marblehead, OH 43440
21	Clagg Family Partnership 4470 Memorial Shoreway Marblehead, OH 43440
22	Clagg Family Partnership 4470 Memorial Shoreway Marblehead, OH 43440
23	Clagg Family Partnership 4470 Memorial Shoreway Marblehead, OH 43440
24	Clagg Family Partnership 4470 Memorial Shoreway Marblehead, OH 43440
25	Jim & Barb McEldowny 13299 County Hwy 60 Upper Sandusky, OH 43351
26	Bill & Pat Sharp 4430 Memorial Shoreway Marblehead, OH 43440
27	Bill & Pat Sharp 4430 Memorial Shoreway Marblehead, OH 43440
28	Joseph Hutman 4410 Memorial Shoreway Marblehead, OH 43440
29	Bob & Karen Tucker 17306 Aldersyde Dr. Shaker Hts., OH 44120
30	Mary Bolmeyer 4961 Redbay Lane N. Royalton, OH 44133-3164
31	Janet Swartz 7223 Church Street Ste. A 20 Highland, CA 92436
32	Roy S. Swartz 4370 Memorial Shoreway Marblehead, OH 43440
33	David & Elizabeth Fenn 4340 Memorial Shoreway Marblehead, OH 434402342
34	David & Elizabeth Fenn 4340 Memorial Shoreway Marblehead, OH 434402342
35	David & Elizabeth Fenn 4340 Memorial Shoreway Marblehead, OH 434402342
36	Allen & Helen Alford 469 Hickman Road Minford, OH 45653-8619
37 1/2	Allen & Helen Alford 469 Hickman Road Minford, OH 45653-8619
37 1/2	Donald Snook 4310 Memorial Shoreway Marblehead, OH 43440
38	Donald Snook 4310 Memorial Shoreway Marblehead, OH 43440
39	Donald Snook 4310 Memorial Shoreway Marblehead, OH 43440
40	Cindy & Gerald Phillips 3680 Banbury Ct. Santa Rosa, CA 95404
41	Bob Maynard 2661 Haverford Road Columbus, OH 43220
42	Bob Maynard 2661 Haverford Road Columbus, OH 43220

43 Tom & Debbie Marchese 1865 Baldrige Rd. Columbus, OH 43221-4309  
 44 Jim & Karen Miller 31086 Inverness Circle Westlake, OH 44145  
 45 Robert & Mary Pigat 5159 Thomas St. Maple Hts., OH 44137  
 46 Bob Wilhelmy 2738 Kingsbury Dr. Rocky River, OH 44116  
 47 Bob Wilhelmy 2738 Kingsbury Dr. Rocky River, OH 44116  
 48 1/2 Bob Wilhelmy 2738 Kingsbury Dr. Rocky River, OH 44116  
 48 1/2 Rich & Tricia Kaman 819 Sun Ridge Lane Chagrin Falls, OH 44022  
 49 Rich & Tricia Kaman 819 Sun Ridge Lane Chagrin Falls, OH 44022  
 50 Rich & Tricia Kaman 819 Sun Ridge Lane Chagrin Falls, OH 44022  
 51 Franklin Rozak PO Box 459 Marblehead, OH 43440  
 52 Lazlo & Susanne Tomaschek 9550 Chapel Hill Oval Brecksville, OH 44141  
 53 Jim & Eleanor Thompson 1287 Stearns St. Brunswick, OH 44212  
 54 Ronald & Barbara Sterle 13321 Trenton Trail Middleburg Hts., OH 44130  
 55 Jim & Carol Scherger 2510 Fairway Lane Sandusky, OH 44870  
 56 David & Hannah McLellan 306 68<sup>th</sup> Street Holmes Beach, FL 34217  
 57 Ih Foo & Chou Chie Lin 1803 N. Concord Circle Port Clinton, OH 43452  
 58 David & Hannah McLellan 306 68<sup>th</sup> Street Holmes Beach, FL 34217  
 59 Stephen & Pamela Portik 7309 Bayberry Court S. Olmsted Falls, OH 44138-3500  
 60 Frank & Cindy Rische 915 Donnaise Drive Monroe, MI 48162-5107  
 61 Ashland Highland Investment Group LLC, 394 Town Street, Columbus, OH 43215  
 62 Ashland Highland Investment Group LLC, 394 Town Street, Columbus, OH 43215  
 63 Jack & Dorinne McIver 377 Ambleside Way Amherst, OH 44001  
 64 Jack & Dorinne McIver 377 Ambleside Way Amherst, OH 44001  
 65 Glenn & Lynne Weidling 181 Bradley Road Bay Village, OH 44140  
 66 Gary Desmond 15 Surrey Court #3 Monroeville, OH 44847-9793  
 67 Sharon Lyn Whittle 5607 Theota Ave. Parma, OH 44129  
 68 Chuck & Peg Ruebensaal 432 Park Place Berea, OH 44017  
 69 Thomas J. Kushner 895 Archer Rd. Bedford, OH 44146  
 70 Mike & Debi Korinek 4549 Lander Road Orange Village, OH 44022  
 71 James & Liz Redinger 4034 Memorial Shoreway Marblehead, OH 43440  
 72 James & Liz Redinger 4034 Memorial Shoreway Marblehead, OH 43440  
 73A Robert Cailor 4339 Copley Road Copley, OH 44321  
 73PT Robert Cailor 4339 Copley Road Copley, OH 44321  
 73PT Jeff & Carol Troxell 6383 Somerset Dr. North Olmsted, OH 44070  
 74 Jeff & Carol Troxell 6383 Somerset Dr. North Olmsted, OH 44070  
 74A Jeff & Carol Troxell 6383 Somerset Dr. North Olmsted, OH 44070  
 75 PT Steven & Erin Shine 139 Edison Drive Milan, OH 44846  
 75A Steven & Erin Shine 139 Edison Drive Milan, OH 44846  
 76PT Steven & Erin Shine 139 Edison Drive Milan, OH 44846  
 75PT Bill Musulin 29201 Inverness Dr. Bay Village, OH 44140  
 76PT Bill Musulin 29201 Inverness Dr. Bay Village, OH 44140  
 76A Bill Musulin 29201 Inverness Dr. Bay Village, OH 44140  
 77 Bill Musulin 29201 Inverness Dr. Bay Village, OH 44140  
 78 John "Jack" & Robin King 2640 Bradley Rd Westlake, OH 44145  
 78A John "Jack" & Robin King 2640 Bradley Rd Westlake, OH 44145  
 79 Tim & Jamie Powers 4499 Regal Dr. Copley, OH 44321  
 79A Tim & Jamie Powers 4499 Regal Dr. Copley, OH 44321  
 80 Tim & Jamie Powers 4499 Regal Dr. Copley, OH 44321  
 80A Tim & Jamie Powers 4499 Regal Dr. Copley, OH 44321  
 81 Karen Gannon & Bradd Rosenquist 2621 McVey Blvd. W. Worthington, OH 43235-2833  
 82 Thomas & Bonnie Showalter 7177 Innisfree Lane Dublin, OH 43017  
 83 Christine Rini 7405 Nethersole Dr Middleburg Hts., OH 44130

84 Scott Zgrablk 3914 Memorial Shoreway Marblehead, OH 43440  
85 Mark & Lisa Kowalski 1366 Arborcrest Hinckley, OH 44233  
86 David Rosenblatt 22211 Westchester Road Shaker Hts., OH 44122  
87 David Rosenblatt 22211 Westchester Road Shaker Hts., OH 44122  
88 Joseph Leach 7100 E. Pleasant Valley Road Independence, OH 44131  
89 Joseph Leach 7100 E. Pleasant Valley Road Independence, OH 44131  
90 Carmen & Margie LoParo 644 Bridgeside Dr. Avon Lake, OH 44012  
91 Robert & Lynne Castele 892 Lawrence St. Medina, OH 44256  
92 Otto & Barbara Hagele 3828 Memorial Shoreway Marblehead, OH 43440  
93 Ellen L. Nachman 5831 Ruple Road Brookpark, OH 441421036  
94 Ellen L. Nachman 5831 Ruple Road Brookpark, OH 441421036  
95 Ellen L. Nachman 5831 Ruple Road Brookpark, OH 441421036  
96 Lisa Assim 3794 Memorial Shoreway Marblehead, Ohio 43440  
97 Karen M. Metzker 867 Shagbark Trail Medina, OH 44256  
98 Sigmund Nachman 5841 Ruple Road Brookpark, OH 44142  
99 Sigmund Nachman 5841 Ruple Road Brookpark, OH 44142  
100 Sigmund Nachman 5841 Ruple Road Brookpark, OH 44142  
101 Charlie & Carol Farrell 1385 Queen Anne's Gate Westlake, OH 44145  
102 Anne Massey 350 Bar Harbor Drive Bay Village, OH 44140  
103 Anne Massey 350 Bar Harbor Drive Bay Village, OH 44140  
104 Kent & Patricia Nicklas 12047 Fox Grove Strongsville, OH 44149  
105 Ann Petkovich 12550 Lake Road #1109 Lakewood, OH 44107  
106 Ken & Jeanne Mazer 8666 Jenna Drive Broadview Hts., OH 44147  
107 Joseph & Cona Butvin 14365 Mill Hollow Lane Strongsville, OH 44136  
108 Bill & Rose Vos 3664 Memorial Shoreway Marblehead, OH 43440  
109 Charles & Bev DeMario 1268 Well-o-Wood Hubbard, OH 44425  
110 Randy & Linda Houlas 28925 Turnbridge Road Bay Village, OH 44140  
111 Don & Helen Basel 9006 McCracken Road Garfield Hts., OH 44125  
112 Don & Helen Basel 9006 McCracken Road Garfield Hts., OH 44125  
113 Peter & Viola Hessler 4434 Hillside Road Seven Hills, OH 44131  
114 The Island A Partnership, 6055 Rockside Woods #200, Independence, OH 44131  
115 Peter & Viola Hessler 4434 Hillside Road Seven Hills, OH 44131  
116 Peter & Viola Hessler 4434 Hillside Road Seven Hills, OH 44131  
117 Bob & Rosie Leimkuehler 30055 Persimmon Dr. Westlake, OH 44145  
118 Robert & Susan Young 9608 N. Bexley Dr. Strongsville, OH 44136  
119 Thomas & Robin Hardy 3584 Memorial Shoreway Marblehead, OH 43440  
120 Thomas & Barbara Kowalski 17976 Fox Hollow Drive Strongsville, OH 44136  
121 Laurence & Deborah Drake 3564 Memorial Shoreway Marblehead, OH 43440  
122 Laurence & Deborah Drake 3564 Memorial Shoreway Marblehead, OH 43440  
123 Edward & Deborah Jordan 323 Brookshire Oval Hinckley, OH 44233-9618  
124 Thomas & Melissa Coughlin 657 Treedale Lane Avon Lake, OH 44012  
125 Thomas & Melissa Coughlin 657 Treedale Lane Avon Lake, OH 44012  
126 Dale & Susan Sirt 7539 York Road Parma, OH 44130  
127 Fred & Patricia Wittman 8992 Dunham Road Litchfield, OH 44253  
128 Robert & Kathy Ibos 3492 Memorial Shoreway Marblehead, Ohio 43440  
129 Robert & Kathy Ibos 3492 Memorial Shoreway Marblehead, Ohio 43440  
130 Robert & Kathy Ibos 3492 Memorial Shoreway Marblehead, Ohio 43440  
131 Bruce & K. Elaine Libey 3452 Memorial Shoreway Marblehead, OH 43440  
132 Bruce & K. Elaine Libey 3452 Memorial Shoreway Marblehead, OH 43440  
133 1/2 Bruce & K. Elaine Libey 3452 Memorial Shoreway Marblehead, OH 43440  
133 1/2 Chris & Sharon Bach 8996 Cinnabar Drive Brecksville, Ohio 44141  
134 Chris & Sharon Bach 8996 Cinnabar Drive Brecksville, Ohio 44141

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135 Marie Uhl 6982 Greenleaf Ave. Parma Hts., OH 44130  
 136 Mary Buck & Steve Weising P.O. Box 0379 Marblehead, OH 43440  
 137 David Laurenzi, Sr. 6941 Drexel Dr. Seven Hills, OH 44131 David Sr.  
 138 Don Izold 20475 Bunker Hill Dr. Fairview Park, OH 44126  
 139 Harry Sorochman 3439 Lucerne Ave. Parma, OH 44134  
 140 Harry Sorochman 3439 Lucerne Ave. Parma, OH 44134  
 141 Walter & Anne Kwasny 7600 Wake Robin Dr. Parma, OH 44130  
 142 Walter & Anne Kwasny 7600 Wake Robin Dr. Parma, OH 44130  
 143 Robert & Rhonda Weeks 7250 Capilano Drive Solon, OH 44139  
 144 Mike & Marcia Keltly 7128 Coventry Woods Lane Dublin, OH 43017  
 145 Mike & Marcia Keltly 7128 Coventry Woods Lane Dublin, OH 43017  
 146 Jim Crutchfield Apt 802 1 Canal Square Plaza Akron, Ohio 44308  
 147 Louisa W. Schwarzer c/o Bob Schwarzer 73 Sullivan Road Potsdam, NY 13676  
 148 Carmon & Neta Oxenrider 12636 Ward Dr. Chesterland, OH 44026-2529  
 149 Carmon & Neta Oxenrider 12636 Ward Dr. Chesterland, OH 44026-2529  
 150 Donna Gauman 3254 Memorial Shoreway Marblehead, OH 43440-2360  
 151 Donna Gauman 3254 Memorial Shoreway Marblehead, OH 43440-2360  
 152 Don & Deanna Cole 31726 Commodore Court Avon Lake, OH 44012  
 153 Fred & Joan Bode 491 McEntree Drive Wadsworth, OH 44281  
 154 Daniel Sr. & Edith Halcik 7514 East Ann Way Scottsdale, AZ 85260  
 155 Tony & Helen Muller 3206 Memorial Shoreway Marblehead, OH 43440  
 156 Tony & Helen Muller 3206 Memorial Shoreway Marblehead, OH 43440  
 157 Edward Manley 7295 State Rd. Parma, OH 44134  
 158 1/2 Edward Manley 7295 State Rd. Parma, OH 44134  
 158 1/2 Frank & Kathy Abramczyk 16801 Aldersyde Dr. Shaker Hts., OH 44120  
 159 Frank & Kathy Abramczyk 16801 Aldersyde Dr. Shaker Hts., OH 44120  
 160 George Zamecnik & Carol Koudelka 8022 Sandstone Dr. Sagamore, OH 44067  
 161 George Zamecnik & Carol Koudelka 8022 Sandstone Dr. Sagamore, OH 44067  
 162 S George Zamecnik & Carol Koudelka 8022 Sandstone Dr. Sagamore, OH 44067  
 1/2  
 162 N Norm & Tammy Sadowski 4225 Wood Hollow Dr. Mantua, OH 44255  
 1/2 Norm & Tammy Sadowski 4225 Wood Hollow Dr. Mantua, OH 44255  
 163 Norm & Tammy Sadowski 4225 Wood Hollow Dr. Mantua, OH 44255  
 164 David & Jane Klugman 174 Plymouth Dr. Bay Village, OH 44140  
 165 David & Jane Klugman 174 Plymouth Dr. Bay Village, OH 44140  
 166 Mike & Marcia Keltly 7128 Coventry Woods Lane Dublin, OH 43017  
 167 Dean & Barbara Sivinski 1007 Lansmere Lane Columbus, OH 43220  
 168 Dolores Dobransky 4107 Cullen Drive Cleveland, OH 44105  
 169 Ellen Hicks 3106 Memorial Shoreway Marblehead, OH 43440  
 170 Ellen Hicks 3106 Memorial Shoreway Marblehead, OH 43440  
 171 Mary Jarosz & Helen Burke 572 Wildbrook Drive Bay Village OH 44140  
 172 Mary Jarosz & Helen Burke 572 Wildbrook Drive Bay Village OH 44140  
 173 Richard Rohol 331 Beeler Dr. Berea, OH 44017  
 174 Richard Rohol 331 Beeler Dr. Berea, OH 44017  
 175 Dennis & Donna Koeth 437 Delaware Drive Brunswick, Ohio 44212  
 176 John Yonkof PO Box 215 Marblehead, OH 43440-0215  
 177 Mike & Barb Nawalaniec 23802 Wonneta Pkwy Westlake, OH 44145  
 178 Ed & Edith Patrick 1549 Marview Dr. Westlake, OH 44145  
 179 Alex & Jane Lagusch 869 Lookout Point Dr. Worthington, OH 43235  
 180 Roger & Jeanne Scheman 3001 Confederate Dr. Marblehead, OH 43440  
 181 Dennis & Maureen Kennedy 3011 Confederate Dr. Marblehead, OH 43440  
 182 Robert & Alice Scheman 3021 Confederate Dr. Marblehead, OH 43440  
 183 Jim & Rita Flanagan 3564 Bradford Ave. Columbus, OH 43220  
 184 Ernest Hlzel 523 Oregon Road Northwood, OH 43619



185 Tom & Carol Tighe 3061 Confederate Dr. Marblehead, OH 43440  
186 Tom & Carol Tighe 3061 Confederate Dr. Marblehead, OH 43440  
187 Henry & Jackie Werner 350 Riverside Drive Rossford, OH 43460  
188 Gary & Gayle Zdotshek 7544 Old Quarry Lane Brecksville, OH 44141  
189 John and Holly Lehlbach 3600 Columbia Rd. Westlake, OH 44145  
190 Jerry & Betty Thompson 400 Fox Road Lexington, Ohio 44904  
191 Paul and Eileen DeMattia 4002 Pine Forest Dr. Parma, Oh 44134  
192 The Ottawa Company 5426 Ridge Road Wadsworth, OH 44281  
193 The Ottawa Company 5426 Ridge Road Wadsworth, OH 44281  
194 Mark R. Tomon 7062 Greenbriar Dr. Parma Hts., OH 44130  
195 Thomas & Gertrude Bradley 9401 Mandell Perrysburg, OH 43551  
196 Dianne Rozak & Dan Thompson 3265 Confederate Dr. Marblehead, OH 43440  
197 Ahmad & Bonnye Shatila 12773 Webster Rd. Strongsville, OH 44136  
198 Elda, Terri & Diane Krach 450 Parklawn Dr. Rocky River, OH 44116  
199 Todd Kroehle 26956 Windwood Way Olmsted Township, OH 44138  
200 Todd Kroehle 26956 Windwood Way Olmsted Township, OH 44138  
201 Roger & Vicki Oberlander 2000 Stetzer Rd. Bucyrus, OH 44820  
202 1/2 Roger & Vicki Oberlander 2000 Stetzer Rd. Bucyrus, OH 44820  
202 1/2 Ken & Sue Schafer 2710 St. Rt. 99 S. Monroeville, OH 44847  
203 Ken & Sue Schafer 2710 St. Rt. 99 S. Monroeville, OH 44847  
204 Skip Morrisson 3345 Confederate Drive Marblehead, OH 43440  
205 Kim Conway 620 Roosevelt Ave. Cuyahoga Falls, OH 44221  
206 Kim Conway 620 Roosevelt Ave. Cuyahoga Falls, OH 44221  
207 John F. Bush 3385 Confederate Drive Marblehead, OH 43440  
208 John F. Bush 3385 Confederate Drive Marblehead, OH 43440  
209 John F. Bush 3385 Confederate Drive Marblehead, OH 43440  
210 Robert & Barb Doane 8536 Tanglewood Trail Chagrin Falls, OH 44023  
211 Robert & Barb Doane 8536 Tanglewood Trail Chagrin Falls, OH 44023  
212 Robert & Barb Doane 8536 Tanglewood Trail Chagrin Falls, OH 44023  
213 James & Janice Pardi 2227 Ashbury Close Powell, OH 43065  
214 Karen Hudzinski 32991 Chamwood Oval Solon, OH 44139  
215 Karen Hudzinski 32991 Chamwood Oval Solon, OH 44139  
216 Bob & LaDonna Rengel 1507 Shelby St. Sandusky, OH 44870  
217 Bob & LaDonna Rengel 1507 Shelby St. Sandusky, OH 44870  
218 Kathryn Krueger, Trustee 3485 Confederate Dr. Marblehead, OH 43440  
219 Albert & Katherine Mazzeo 10893 Lakebrook Dr. Kirtland, OH 44094  
220 1/2 Albert & Katherine Mazzeo 10893 Lakebrook Dr. Kirtland, OH 44094  
220 1/2 Harriet D Bruening 3515 Confederate Drive Marblehead, Ohio 43440  
221 Harriet D Bruening 3515 Confederate Drive Marblehead, Ohio 43440  
222 Elizabeth & Vincent Hlavin 5211 Devon Drive North Olmsted, OH 44070-3038  
223 1/2 Elizabeth & Vincent Hlavin 5211 Devon Drive North Olmsted, OH 44070-3038  
223 1/2 Ruth Tupa 6815 Sunset Ave. Independence, OH 44131  
224 Ruth Tupa 6815 Sunset Ave. Independence, OH 44131  
225 Raymond Repko 3208 Tuxedo Ave. Parma, OH 44134-1337  
226 Greg & Suzan Nobis 4730 Marysville Rd. Delaware, OH 43015  
227 David & Harriett McConahay 3575 Confederate Dr. Marblehead, OH 43440  
228 John & Pam Good 4602 Prestwick Crossing Westlake, OH 44145  
229 Ernest & Hazel Dunn,  
230 John & Margaret Gale 17819 Fox Hollow Drive Strongsville, OH 44136  
231 Ronald & Julia Doll 7620 Silver Beech Lane Mentor, OH 44060  
232 Dick & Mariene Holkovic 3625 Confederate Drive Marblehead, OH 43440  
233 Tom & Carol Tighe 3061 Confederate Dr. Marblehead, OH 43440

234 Tom & Carol Tighe 3061 Confederate Dr. Marblehead, OH 43440  
 235 Johnson's Island Property Owners Association, P.O. Box 111 Marblehead, OH 43440  
 236 Johnson's Island Property Owners Association, P.O. Box 111 Marblehead, OH 43440  
 237 Johnson's Island Property Owners Association, P.O. Box 111 Marblehead, OH 43440  
 238-241 no lots with these numbers  
 242 Part Alex & Jane Lagusch 869 Lookout Point Dr. Worthington, OH 43235  
 242 Part Dennis & Maureen Kennedy 3011 Confederate Dr. Marblehead, OH 43440  
 243 Part Alex & Jane Lagusch 869 Lookout Point Dr. Worthington, OH 43235  
 243 Part Dennis & Maureen Kennedy 3011 Confederate Dr. Marblehead, OH 43440  
 244 Part Alex & Jane Lagusch 869 Lookout Point Dr. Worthington, OH 43235  
 244 Part Dennis & Maureen Kennedy 3011 Confederate Dr. Marblehead, OH 43440  
 245 Part Alex & Jane Lagusch 869 Lookout Point Dr. Worthington, OH 43235  
 245 Part Dennis & Maureen Kennedy 3011 Confederate Dr. Marblehead, OH 43440  
 245 1/2 Lance & Linda Yandell 12931 S. Woodside Dr. Chesterland, OH 44026  
 246 Lance & Linda Yandell 12931 S. Woodside Dr. Chesterland, OH 44026  
 247 Lance Yandell & Joe Casey 12931 S. Woodside Dr. Chesterland, OH 44026  
 248 Lance Yandell & Joe Casey 12931 S. Woodside Dr. Chesterland, OH 44026  
 249 Baycliffs Corp., P.O. Box 743, Avon, OH 44011  
 250 Baycliffs Corp., P.O. Box 743, Avon, OH 44011  
 251 Ellen Hicks 3106 Memorial Shoreway Marblehead, OH 43440  
 252 Ellen Hicks 3106 Memorial Shoreway Marblehead, OH 43440  
 253 Dean & Barbara Sivinski 1007 Lansmere Lane Columbus, OH 43220  
 254 Dean & Barbara Sivinski 1007 Lansmere Lane Columbus, OH 43220  
 255 Steven D. Mould 9441 Island Rd. N. Ridgeville, OH 44309-4607  
 258 Steven D. Mould 9441 Island Rd. N. Ridgeville, OH 44309-4607  
 257 Norm & Tammy Sadowski 4225 Wood Hollow Dr. Mantua, OH 44255  
 258 Norm & Tammy Sadowski 4225 Wood Hollow Dr. Mantua, OH 44255  
 259 George Zamecnik & Carol Koudelka 8022 Sandstone Dr. Sagamore, OH 44067  
 260 Frank & Kathy Abramczyk 16801 Aldersyde Dr. Shaker Hts., OH 44120  
 261 Leonard & Audra Strnad 3195 Memorial Shoreway Marblehead, OH 43440  
 262 Leonard & Audra Strnad 3195 Memorial Shoreway Marblehead, OH 43440  
 263 David Tropkoff 1564 McKinley Ave. Brunswick, OH 44212-3357  
 264 Joseph Gouker 7501 Southampton Dr. North Royalton, OH 44133  
 265 Gary Burke 3245 Memorial Shoreway Marblehead, OH 43440  
 266 Gary Burke 3245 Memorial Shoreway Marblehead, OH 43440  
 267 Donna Gauman 3254 Memorial Shoreway Marblehead, OH 43440-2360  
 268 Donna Gauman 3254 Memorial Shoreway Marblehead, OH 43440-2360  
 269 Carmon & Neta Oxenrider 12636 Ward Dr. Chesterland, OH 44026-2529  
 270 Carmon & Neta Oxenrider 12636 Ward Dr. Chesterland, OH 44026-2529  
 271 Louisa W. Schwarzer c/o Bob Schwarzer 73 Sullivan Road Pottsdam, NY 13676  
 272 Harry Sorochman 3439 Lucerne Ave. Parma, OH 44134  
 273 Harry Sorochman 3439 Lucerne Ave. Parma, OH 44134  
 274 Mike & Marcia Kelty 7128 Coventry Woods Lane Dublin, OH 43017  
 275 Mike & Marcia Kelty 7128 Coventry Woods Lane Dublin, OH 43017  
 276 Robert & Rhonda Weeks 7250 Capilano Drive Solon, OH 44139  
 277 Harry Sorochman 3439 Lucerne Ave. Parma, OH 44134  
 278 Harry Sorochman 3439 Lucerne Ave. Parma, OH 44134  
 279 Harry Sorochman 3439 Lucerne Ave. Parma, OH 44134  
 280 David & Rita Laurenzi, Jr. 7513 Wilton Lane N. Royalton, OH 44133  
 281 1/2 David & Rita Laurenzi, Jr. 7513 Wilton Lane N. Royalton, OH 44133  
 281 1/2 Susan Laurenzi 1400 Grant Dr. Parma, OH 44134  
 282 Susan Laurenzi 1400 Grant Dr. Parma, OH 44134

283 Mary Buck & Steve Welsing P.O. Box 0379 Marblehead, OH 43440  
 284 c/o Rita Laurenzi 7513 Wilton Lane, North Royalton, OH 44133  
 285 c/o Rita Laurenzi 7513 Wilton Lane, North Royalton, OH 44133  
 286 Chris & Sharon Bach 8996 Cinnabar Drive Brecksville, Ohio 44141  
 287 Chris & Sharon Bach 8996 Cinnabar Drive Brecksville, Ohio 44141  
 288 Bruce & K. Elaine Libey 3452 Memorial Shoreway Marblehead, OH 43440  
 289 Edward Manley 7295 State Rd. Parma, OH 44134  
 290 Edward Manley 7295 State Rd. Parma, OH 44134  
 291 Robert & Kathy Ibos 3492 Memorial Shoreway Marblehead, Ohio 43440  
 292 Dale & Susan Sirl 7539 York Road Parma, OH 44130  
 293 Dale & Susan Sirl 7539 York Road Parma, OH 44130  
 294 Dale & Susan Sirl 7539 York Road Parma, OH 44130  
 295 Dale & Susan Sirl 7539 York Road Parma, OH 44130  
 296 Dale & Susan Sirl 7539 York Road Parma, OH 44130  
 297 Laurence & Deborah Drake 3564 Memorial Shoreway Marblehead, OH 43440  
 298 Thomas & Barbara Kowalski 17976 Fox Hollow Drive Strongsville, OH 44136  
 299 Thomas & Barbara Kowalski 17976 Fox Hollow Drive Strongsville, OH 44136  
 300 Robert & Susan Young 9608 N. Bexley Dr. Strongsville, OH 44136  
 301 Bob & Rosie Leimkuehler 30055 Persimmon Dr. Westlake, OH 44145  
 302 Bob & Rosie Leimkuehler 30055 Persimmon Dr. Westlake, OH 44145  
 303 David & Martha Hessler 2425 Pebblebrook Cleveland, OH 44145  
 304 David & Martha Hessler 2425 Pebblebrook Cleveland, OH 44145  
 305 Peter & Viola Hessler 4434 Hillside Road Seven Hills, OH 44131  
 306 Don & Helen Basel 9006 McCracken Road Garfield Hts., OH 44125  
 307 Don & Helen Basel 9006 McCracken Road Garfield Hts., OH 44125  
 308 Jeff & JoAnn Uhlik 6425 Somerset Drive North Olmsted, OH 44070  
 309 Jeff & JoAnn Uhlik 6425 Somerset Drive North Olmsted, OH 44070  
 310 Bill & Rose Wos 3684 Memorial Shoreway Marblehead, OH 43440  
 311  
 Rear 50' Sigmund Nachman 5841 Rupie Road Brookpark, OH 44142  
 311 Ken & Jeanne Mazer 8666 Jenna Drive Broadview Hts., OH 44147  
 312 Ken & Jeanne Mazer 8666 Jenna Drive Broadview Hts., OH 44147  
 313 Kent & Patricia Nicklas 12047 Fox Grove Strongsville, OH 44149  
 314 Kent & Patricia Nicklas 12047 Fox Grove Strongsville, OH 44149  
 315 Sigmund Nachman 5841 Rupie Road Brookpark, OH 44142  
 316 Sigmund Nachman 5841 Rupie Road Brookpark, OH 44142  
 317 Sigmund Nachman 5841 Rupie Road Brookpark, OH 44142  
 318 Sigmund Nachman 5841 Rupie Road Brookpark, OH 44142  
 319 Sigmund Nachman 5841 Rupie Road Brookpark, OH 44142  
 320 William Kirkpatrick, Jr. 32905 Redwood Blvd Avon Lake, OH 44012-1441  
 321 Terrance Kirkpatrick 3599 E. 54<sup>th</sup> Street Cleveland, OH 44105  
 322 Kevin Kirkpatrick 3805 Memorial Shoreway Marblehead, OH 43440  
 323 Ellen L. Nachman 5831 Rupie Road Brookpark, OH 441421036  
 324 Ellen L. Nachman 5831 Rupie Road Brookpark, OH 441421036  
 325 Ellen L. Nachman 5831 Rupie Road Brookpark, OH 441421036  
 326 Ellen L. Nachman 5831 Rupie Road Brookpark, OH 441421036  
 327 Ellen L. Nachman 5831 Rupie Road Brookpark, OH 441421036  
 328 Kenneth Zychowski 5920 Kelley Lane. Cleveland, OH 44134  
 329 Bart Leneghan 9794 Silver Leaf Dr. N. Royalton, OH 44133  
 330 Carl Clapper & Tiffany Trenka 17182 Friml Lane Huntington Beach, CA 92649-4511  
 331 Ted & Gina Bedell 1840 Highbridge Road Cuyahoga Falls, OH 44223

332 Thomas & Bonnie Showalter 7177 Innisfree Lane Dublin, OH 43017  
 333 Grazyna Lukuch 3996 South Woodcliff Dr. Marblehead, Ohio 43440  
 334 Karen Gannon & Bradd Rosenquist 2621 McVey Blvd. W. Worthington, OH 43235-2833  
 335 Palm Tree Vending 160 Cornell Ave. Elyria, OH 44035  
 336 Palm Tree Vending 160 Cornell Ave. Elyria, OH 44035  
 337 Bill Musulin 29201 Inverness Dr. Bay Village, OH 44140  
 338 Bill Musulin 29201 Inverness Dr. Bay Village, OH 44140  
 339 Shawn Breslin Michael/Bridget Murphy 4005 Memorial Shoreway Marblehead, OH 43440  
 340 Tom & Kay Breslin 8607 Scenicview Dr. #106 Broadview Hts., OH 44147-3466  
 341 James & Liz Redinger 4034 Memorial Shoreway Marblehead, OH 43440  
 342 James & Liz Redinger 4034 Memorial Shoreway Marblehead, OH 43440  
 343 James & Liz Redinger 4034 Memorial Shoreway Marblehead, OH 43440  
 344 James & Liz Redinger 4034 Memorial Shoreway Marblehead, OH 43440  
 345 William & Susan Loveland 2039 Coventry Road Columbus, Ohio 43212  
 346 Sharon Lyn Whittle 5607 Theota Ave. Parma, OH 44129  
 347 Sharon Lyn Whittle 5607 Theota Ave. Parma, OH 44129  
 348 Gary Desmond 15 Surrey Court #3 Monroeville, OH 44847-9793  
 349 Glenn & Lynne Weidling 181 Bradley Road Bay Village, OH 44140  
 350 1/2 Glenn & Lynne Weidling 181 Bradley Road Bay Village, OH 44140  
 350 1/2 Jack & Dorinne McIver 377 Ambleside Way Amherst, OH 44001  
 351 Jack & Dorinne McIver 377 Ambleside Way Amherst, OH 44001  
 352 Ashland Highland Investment Group LLC, 394 Town Street, Columbus, OH 43215  
 353 Ashland Highland Investment Group LLC, 394 Town Street, Columbus, OH 43215  
 354 Tony & Betty Cianciola 4145 Memorial Shoreway Marblehead, OH 43440  
 355 Tony & Betty Cianciola 4145 Memorial Shoreway Marblehead, OH 43440  
 356 David & Hannah McLellan 306 68<sup>th</sup> Street Holmes Beach, FL 34217  
 357 Ih Foo & Chou Chie Lin 1803 N. Concord Circle Port Clinton, OH 43452  
 358 James Klenkar & Belinda Burwell P.O. Box 288 Millwood, VA 22646  
 359 James Klenkar & Belinda Burwell P.O. Box 288 Millwood, VA 22646  
 360 Ronald & Barbara Sterle 13321 Trenton Trail Middleburg Hts., OH 44130  
 361 Jim & Eleanor Thompson 1287 Stearns St. Brunswick, OH 44212  
 362 Christy P. Johnson, 1322 Park Ridge Pl, Cincinnati, OH 45208  
 363 Paul & Barbara Wright, 5675 Argyle Ln, Medina, OH 44256  
 364 Paul & Barbara Wright, 5675 Argyle Ln, Medina, OH 44256  
 365 Tom & Debbie Marchese 1865 Baldrige Rd. Columbus, OH 43221-4309  
 366 Bob Maynard 2661 Haverford Road Columbus, OH 43220  
 367 Bob Maynard 2661 Haverford Road Columbus, OH 43220  
 368 Bob Maynard 2661 Haverford Road Columbus, OH 43220  
 369 Glenn & Janice Beachy 1223 Springtree Lane Westerville, OH 43081  
 370 Glenn & Janice Beachy 1223 Springtree Lane Westerville, OH 43081  
 371 Lawrence & Brenda Theurer 1724 Merl Avenue Cleveland, OH 44109-5649  
 372 David & Elizabeth Fenn 4340 Memorial Shoreway Marblehead, OH 434402342  
 373 David & Elizabeth Fenn 4340 Memorial Shoreway Marblehead, OH 434402342  
 374 Janet Swartz 7223 Church Street Ste. A 20 Highland, CA 92436  
 375 Roy S. Swartz 4370 Memorial Shoreway Marblehead, OH 43440  
 376 Mary Boimeyer 4961 Redbay Lane N. Royalton, OH 44133-3164  
 377 Joseph Hutman 4410 Memorial Shoreway Marblehead, OH 43440  
 378 Joseph Hutman 4410 Memorial Shoreway Marblehead, OH 43440  
 379 Joseph Hutman 4410 Memorial Shoreway Marblehead, OH 43440  
 380 Bill & Pat Sharp 4430 Memorial Shoreway Marblehead, OH 43440

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 383 Clagg Family Partnership 4470 Memorial Shoreway Marblehead, OH 43440  
 384 Clagg Family Partnership 4470 Memorial Shoreway Marblehead, OH 43440  
 385 Clagg Family Partnership 4470 Memorial Shoreway Marblehead, OH 43440  
 386 Clagg Family Partnership 4470 Memorial Shoreway Marblehead, OH 43440  
 387 Tom & Denise Borgio 26551 Bayfair Dr. Olmsted Falls, OH 44138  
 388 Frank & Melinda Lovell 4530 Memorial Shoreway Marblehead, OH 43440-2378  
 389 Frank & Melinda Lovell 4530 Memorial Shoreway Marblehead, OH 43440-2378  
 390-424 lot numbers not used on plats  
 425 George & Joyce Saad 7485 Winding Way Brecksville, OH 44141  
 426 Donald & Kathryn Pearson 8432 Gienbrook Dr. Olmsted Twp., OH 44138  
 427 Jim & Susan Waingrow 4605 Memorial Shoreway Marblehead, OH 43440  
 428 Susan Ramsey 2185 Bassett Road Westlake, OH 44145  
 429 James Mazur 6377 W. 54<sup>th</sup> Street Parma, OH 44129  
 430 George & Joyce Saad 7485 Winding Way Brecksville, OH 44141  
 431 John Mazur, Ronald & Nancy Capis 3023 Lincoln Ave. Cleveland, OH 44107  
 432 Gary & Gayle Zdolshek 7544 Old Quarry Lane Brecksville, OH 44141  
 433 Rebecca Reinbolt 5426 Ridge Road Wadsworth, OH 44281  
 434 Mark R. Tomon 7062 Greenbriar Dr. Parma Hts., OH 44130  
 435 Joseph & Linda Skoczen 6393 Gale Drive Seven Hills, OH 44131  
 436 Frances Misejko 3294 Confederate Dr. Marblehead, OH 43440-2329  
 437 Frances Misejko 3294 Confederate Dr. Marblehead, OH 43440-2329  
 438 Todd Kroehle 26956 Windwood Way Olmsted Township, OH 44138  
 439 Bob & Roxann Hazel 122 Main Street Luckey, OH 43443-0020  
 440 Larry Weseman, 626 Madison, Toledo, OH 43604  
 441 North  
 1/2 J. Kevin & Diane Kelley 1031 Guadalupe Dr. Parma, OH 44134  
 441 South  
 1/2 Robert & Christine Klalber 19485 Lytle Rd. North Royalton, OH 44133  
 442 John F. Bush 3385 Confederate Drive Marblehead, OH 43440  
 443 Part Karen Hudzinski 32991 Chamwood Oval Solon, OH 44139  
 443 Bob & LaDonna Rengel 1507 Shelby St. Sandusky, OH 44870  
 444 Ruth Tupa 6815 Sunset Ave. Independence, OH 44131  
 445 Raymond Repko 3208 Tuxedo Ave. Parma, OH 44134-1337  
 446 Raymond Repko 3208 Tuxedo Ave. Parma, OH 44134-1337  
 447 John & Pam Good 4602 Prestwick Crossing Westlake, OH 44145  
 448 Dick & Mariene Holkovic 3625 Confederate Drive Marblehead, OH 43440  
 B Frances Misejko 3294 Confederate Dr. Marblehead, OH 43440-2329  
 I Sigmund Nachman 5841 Ruple Road Brookpark, OH 44142  
 K, L, M, Eilen L. Nachman 5831 Ruple Road Brookpark, OH 441421036  
 N, O

### Baycliffs Subdivision

S/L	Address/Ref. #	Owner
1	4106 E. Baycliffs Dr.	Tom & Angie Mitchell
2	4126 E. Baycliffs Dr.	Sam & Debra Chiarrapa
3	4146 E. Baycliffs Dr.	Dr. Michael & Karen E. Hritz
4	4166 E. Baycliffs Dr.	Bruce Cohagen & Linda Montz
5	3666 S. Confederate Dr.	Jeffrey & Jodi Dobos

6	3666 S. Confederate Dr.	Bill & Sue Wamecke
7	4605 S. Memorial Shoreway	James R. & Susan E. Waingrow
8	4595 S. Memorial Shoreway	Mrs. Theresa Beyer
9	4585 S. Memorial Shoreway	Mrs. Theresa Beyer
10	4571 E. Forest Glen Ln.	Steven J. Kravec
11	4555 E. Forest Glen Ln.	J. Kevln & Diane Kelley
12	4555 E. Forest Glen Ln.	Lydia N. Puening
13	4523 E. Forest Glen Ln.	Michael J. & Susan L. Lonsway
14	4505 E. Forest Glen Ln.	Mrs. Darcene Selby
15	4487 E. Forest Glen Ln.	G. Shannon & Susan Marr
16	4469 E. Forest Glen Ln.	Michael R. & Debra J. Cardwell
17	4453 E. Forest Glen Ln.	Rod and Jeanne Ford
18	4437 E. Forest Glen Ln.	Thomas G. Davis
19	4423 E. Forest Glen Ln.	Ernest D. & Sharon L. Heath
20	4081 S. Quarrystone Ct.	Harry & Mary Beth Eisman
21	4061 S. Quarrystone Ct.	Richard R. & Cynthia V. Schulz
22	4041 S. Quarrystone Ct.	Richard R. & Cynthia V. Schulz
23	3955 S. Quarrystone Ct.	Ed & Pam Walkuski
24	3935 S. Quarrystone Ct.	James P. & Linda P. Erickson
25	3915 S. Quarrystone Ct.	Shella K. Art
26	3895 S. Quarrystone Ct.	Lynn P. Art
27	3875 S. Quarrystone Ct.	William M. & Marilyn Umlauf
28	3880 S. Quarrystone Ct.	Robert J. Speck
29	3900 S. Quarrystone Ct.	William W. Allport
30	3920 S. Quarrystone Ct.	Mark and Mary Breitinger
31	3940 S. Quarrystone Ct.	Timothy J. & Sally A. Moennich
32	3960 S. Quarrystone Ct.	Kenneth E. Noftz
33	3980 S. Quarrystone Ct.	Bruce Cohagen & Linda Montiz
34	4010 S. Quarrystone Ct.	Jeffrey & Klm Ray
35	4030 S. Quarrystone Ct.	Mary C. Corpas
36	4050 S. Quarrystone Ct.	Summit Properties
37	4070 S. Quarrystone Ct.	Kurt M. & Kathy R. Seimet
38	4399 E. Forest Glen Ln.	Michael C. & Kimberly K. Bossetti
39	4375 E. Forest Glen Ln.	Kathleen L. Pienta
40	4351 E. Forest Glen Ln.	Kathleen L. Pienta
41	4121 S. Woodcliff Dr.	Summit Properties
42	4095 S. Woodcliff Dr.	Paul Prestel
43	4071 S. Woodcliff Dr.	Richard & Becky Sofka
44	4055 S. Woodcliff Dr.	Ronald Lemle
45	4039 S. Woodcliff Dr.	Kathleen A. Sengstock
46	4023 S. Woodcliff Dr.	Lisa M. Sapp
47	4009 S. Woodcliff Dr.	Lisa M. & Stephen Sapp
48	3983 S. Woodcliff Dr.	Lisa M. Sapp
49	3969 S. Woodcliff Dr.	Grazyna M. Lukuch
50	3955 S. Woodcliff Dr.	Sandra M. Roth
51	3939 S. Woodcliff Dr.	Todd & Barbara Kroehle
52	3936 S. Woodcliff Dr.	Johnson's Island Investment Group LLC
53	3952 S. Woodcliff Dr.	Doug & Jayna Franks
56	4000 S. Woodcliff Dr.	Michael & Carol Priebe
57	4016 S. Woodcliff Dr.	Elizabeth A. Redinger
58	4032 S. Woodcliff Dr.	Robert & Joan Sturgill
59	4048 S. Woodcliff Dr.	Arthur H. & Judy L. Wilms

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60	4064 S. Woodcliff Dr.	J & J Homes & Construction LLC
61	4080 S. Woodcliff Dr.	Michael & Sara Yochheim
62	4096 S. Woodcliff Dr.	Dan & Veronica Yochheim
63	4110 S. Woodcliff Dr.	Johnson's Island Investment Group LLC
64	4130 S. Woodcliff Dr.	Johnson's Island Investment Group LLC
65	4150 S. Woodcliff Dr.	Johnson's Island Investment Group LLC
66	4170 S. Woodcliff Dr.	Johnson's Island Investment Group LLC
67	4190 S. Woodcliff Dr.	James L. & Bonnie L. Berchak
66	4210 S. Woodcliff Dr.	Kimberly Babich Speck
69	4230 S. Woodcliff Dr.	Glenn & Janice Beachy
70	4250 S. Woodcliff Dr.	Mr. & Mrs. Tim Conway
71	4165 S. Woodcliff Dr.	Summit Properties
72	4320 E. Forest Glen Ln.	Johnson's Island Investment Group LLC
73	4350 E. Forest Glen Ln.	Stanley & Janet Swartz
74	4370 E. Forest Glen Ln.	Mary Ellen Neff
75	4384 E. Forest Glen Ln.	Allen T. & Diane Haller
76	4398 E. Forest Glen Ln.	Johnson's Island Investment Group LLC
77	4412 E. Forest Glen Ln.	David G. & Jane L. Keener
78	4426 E. Forest Glen Ln.	Elias L. and Patricia A. Corpas
79	4440 E. Forest Glen Ln.	Joseph M. & Victoria Mashchak
80	4460 E. Forest Glen Ln.	Ronald C. & Vivian G. Vokac
81	4440 E. Forest Glen Ln.	Joseph & Kelly Gallucci
82	4440 E. Forest Glen Ln.	John & Mary Beth Laurita
83	4520 E. Forest Glen Ln.	Alexander & Darla Keding
84	4540 E. Forest Glen Ln.	Tom & Cheryl Vickers
85	4560 E. Forest Glen Ln.	Laura A. Corpas
86	4578 E. Forest Glen Ln.	Kim Speck
87	3923 S. Woodcliff Dr.	Laurie S. Walker
86	3646 E. Baycliffs Dr.	Christine R. Sturn
89	3666 E. Baycliffs Dr.	Ronald & Nancy Ray Jandrokovic
90	3686 E. Baycliffs Dr.	Bradley A. Weber
91	3706 E. Baycliffs Dr.	David & Heather Mischler
92	3726 E. Baycliffs Dr.	Thomas W. & Candice Beaver
93	3746 E. Baycliffs Dr.	Gary N. Payeff
94	3746 E. Baycliffs Dr.	Kathy L. Nagy
95	3766 E. Baycliffs Dr.	Mr. C. Joseph Arbogast
96	3895 E. Baycliffs Dr.	Darrin & Jackie Lerch
97	3826 E. Baycliffs Dr.	Judith B. Gerhart, Trustee
98	3846 E. Baycliffs Dr.	John E. Jr. & Sandra M. Frey
99	3866 E. Baycliffs Dr.	Ali & Roxane Al-Fayez
100	3886 E. Baycliffs Dr.	Donald J. Navratil
101	3906 E. Baycliffs Dr.	Bob & Wendy Jablonski
102	3926 E. Baycliffs Dr.	Timothy & Cindy Ozvath
105	3875 E. Baycliffs Dr.	Brian & Kimberly Navratil
106	3855 E. Baycliffs Dr.	Joseph J. and Catherine Tarkey
107	3835 E. Baycliffs Dr.	William H. Ward, Jr.
108	3815 E. Baycliffs Dr.	Ed & Bonnie Matusik/William & Kathy Clark
109	3795 E. Baycliffs Dr.	Todd & Barbara Kroehle
110	3785 E. Baycliffs Dr.	Kathy L. Nagy
111	3765 E. Baycliffs Dr.	Kathy L. Nagy
112	3745 E. Baycliffs Dr.	John M. Davls
113	3715 E. Baycliffs Dr.	Mark & Patricia Horvath

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114	3695 E/ Baycliffs Dr.	Summit Properties
115	3685 E. Baycliffs Dr.	Johnson's Island Investment Group LLC
116	3675 E. Baycliffs Dr.	Johnson's Island Investment Group LLC
117	3655 E. Baycliffs Dr.	Johnson's Island Investment Group LLC
118	3645 E. Baycliffs Dr.	Johnson's Island Investment Group LLC
D	3635 Confederate Drive	Alex Solomon
E	South Memorial Shoreway	Steven A. Bancsi
F	South Memorial Shoreway Confederate Drive/Baycliffs Drive (Deed Vol. 856, Pg. 534)	Steven A. Bancsi  Friends and Descendants of Johnson's Island, an Ohio not-for-profit corporation

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# Submerged Lands Leases



## Summary

Submerged Lands Leases are a mechanism by which Ohio authorizes the development or improvement of Lake Erie. Leasing submerged lands enables the state to manage Lake Erie, accommodate various private and public uses, and help protect the rights of littoral property owners.

The territory of Lake Erie includes Lake Erie's water, the lands beneath the water, and the resources living in the water, and is held in trust by the state of Ohio for the benefit of its citizens. The state, acting as a trustee for all Ohioans, allows public land and natural resources to be used for recreation, public infrastructure, private enterprise, and in the case of Lake Erie, protection of littoral property from flooding and erosion.

## History of Submerged Land Leases

- 1917 – Administration of leases begins; they are issued by coastal municipal governments.
- 1955 to 1982 – Leases administered by the Ohio Department of Public Works
- 1982 to March 14, 1989 – Leases administered by the Ohio Department of Administrative Services
- March 15, 1989 to present – Leases administered by the Ohio Department of Natural Resources; the Office of Coastal Management is tasked with this responsibility after its creation in 2002.

## What is a Submerged Lands Lease?

A Submerged Lands Lease is a contract between a shoreline property owner and the State of Ohio. The lease grants a private or public entity the special use of a portion of Public Trust (i.e. Lake Erie submerged lands). The public is compensated by a rental fee.

The lease states the responsibilities of the lessor (the State of Ohio) and the lessee (the applicant). It defines the leased lands' boundary, the authorized use(s), sets the rental rate, and establishes the term of occupancy. Leases are prepared by the Ohio Department of Natural Resources (ODNR) and executed by the Governor as proprietor in trust for the citizens of Ohio.

## How long have Submerged Lands Leases existed?

Submerged Lands Leases have been administered in Ohio since 1917. Originally, most leases were administered by municipalities along Ohio's 312-mile coast. In 1955, the Ohio Department of Public Works assumed responsibility for administering all Submerged Lands Leases in the state. The authority was transferred to the Ohio Department of Administrative Services in 1982. On March 15, 1989, the Ohio Department of Natural Resources was tasked with the responsibility for administering Submerged Lands Leases.

## What projects require a Submerged Lands Lease?

A Submerged Lands Lease may be required for the area occupied by wharfs, docks, marinas, piers, boat ramps, seawalls, breakwaters, stone revetments, groins, jetties, water intakes, utility lines and any other structures or artificially placed fill that extends past the natural shoreline. Sandusky Bay and Maumee Bay are considered part of Lake Erie. The rivers and streams that empty into Lake Erie are not.

## Do existing structures require a Submerged Lands Lease?

Existing structures or fills that are not currently leased may potentially be able to obtain a Submerged Lands Lease. In some circumstances, modifications to the existing structure or fill may be required to comply with applicable laws and policies. ODNR will assist you with determining what structures could be leased and what, if any, modifications may be necessary.

## ***How is a Submerged Lands Lease application obtained?***

A Submerged Lands Lease application form and detailed instructions can be found in the ODNR Coastal Permits and Lease Booklet, which can be downloaded online or obtained from the ODNR Office of Coastal Management by calling 419-626-7980.

Please note that a resolution from the local legislative authority (e.g. port authority, municipality, or county) that has jurisdiction at the location of the proposed lease area must accompany a Submerged Lands Lease application. Contact information for these local authorities and guidance on obtaining a resolution can be found in the permit application booklet, on the Local Resolution or Ordinance Web page and by contacting the Office of Coastal Management.

## ***What happens after an application is submitted?***

ODNR reviews the application submittals to determine if it is complete and if the project complies with Ohio law, including Ohio's coastal management policies. If the application does not contain all of the documents and information listed in the ODNR Coastal Permits and Lease Booklet, ODNR will request that the information needed to complete the application be provided. If the missing information is not received in a reasonable time, the application can be returned as incomplete.

ODNR's review of the application usually includes a site visit, and comments may be generated. These comments are sent to the applicant and may note any specific concerns that need to be addressed. The applicant may need to modify the proposed project to address any conflicts with applicable laws and policies.

After ODNR determines that the project is acceptable, a draft lease is sent to the applicant. The draft lease must be signed by the applicant and returned to ODNR along with the first lease payment. ODNR then forwards the draft lease to the Governor for signature. The executed lease is then sent to the applicant. The executed lease represents a binding property transaction and should be recorded by the applicant at their county recorder's office.

## ***How long is a Submerged Lands Lease valid?***

Submerged Lands Leases are typically valid for a 50 year period and can be renewable for an additional 50 years.

## ***Is there an application fee?***

There is no fee to apply for a Submerged Lands Lease. However, the services of an Ohio Registered Professional Surveyor are usually needed to establish the lease boundary. The Ohio Coastal Design Manual provides direction for surveyors. It can be downloaded online.

## ***What are the rental rates?***

The annual rental rate is usually based on the square footage of area occupied by the structure within Lake Erie and the proposed use of the structure. Rental rates range from 1 to 4 cents per square foot. A flat annual fee for processing the payment may be charged in addition to the rental rate depending on the type of use. (See Ohio Administrative Code Section 1501-6-06).

## ***Web pages mentioned in this fact sheet:***

- Coastal Permits and Lease Booklet and Guidance [coastal.ohiodnr.gov/regulations-guidance/permits-leases](http://coastal.ohiodnr.gov/regulations-guidance/permits-leases)
- Ohio Coastal Design Manual [coastal.ohiodnr.gov/structures-erosion/ohio-coastal-design-manual](http://coastal.ohiodnr.gov/structures-erosion/ohio-coastal-design-manual)
- Ohio Revised Code § 1506 [codes.ohio.gov/orc/1506](http://codes.ohio.gov/orc/1506)
- Ohio Administrative Code § 1501-6 [codes.ohio.gov/oac/1501-6](http://codes.ohio.gov/oac/1501-6)

## ***Learn more:***

Ohio Department of Natural Resources  
Office of Coastal Management  
10S West Shoreline Drive  
Sandusky, OH 44870  
toll free: 1.888.644.6267  
tel: 419.626.7980  
fax: 419.626.7983  
[coastal@dnr.state.oh.us](mailto:coastal@dnr.state.oh.us)

STATE OF OHIO  
LAKE ERIE SUBMERGED LAND LEASE  
FILE NO. SUB-12A-OT

This Lease of Lake Erie Submerged Lands is entered into by and between the State of Ohio, acting through the Director, Ohio Department of Natural Resources, hereinafter referred to as the State, and Ottawa County Commissioners, its successors or assigns, whose address is 315 Madison Street, Room 103, Port Clinton, Ohio 43452-1993 hereinafter referred to as Lessee, pursuant to the provisions of Sections 1501.01, 1504.02, 1506.10 and 1506.11, Ohio Revised Code and the rules promulgated under Chapter 119, Ohio Revised Code, and authorized by Section 1506.02, Ohio Revised Code.

WHEREAS, Lessee has submitted to the Director of Natural Resources an application for a Lake Erie Submerged Land Lease for a Governmental non-income producing facility (sewer line).

WHEREAS, the Director of Natural Resources has determined that a Lake Erie Submerged Land Lease may be entered into with Lessee for the following described Submerged Lands hereinafter referred to as the Property.

DESCRIPTION

Being situated in the State of Ohio, in the County of Ottawa and in the Village of Marblehead. Containing approximately 32,000 square feet of submerged lands and being further described as follows:

SEE EXHIBITS "A", "B1", "B2", "B3", "B4", AND "B5" ATTACHED HERETO AND MADE A PART HEREOF...

NOW THEREFORE, the State, in consideration of the mutual covenants and agreements hereinafter set forth, does hereby grant this Lease to Lessee, under the following terms and conditions:

1. TERM

This Lease shall be for a period of fifty (50) years, commencing July 1, 2002 and ending May 31, 2052.

Upon the expiration of the term of this Lease, Lessee may apply to the State for a new lease in accordance with any and all laws and regulations pertaining to the leasing of Lake Erie submerged lands in effect at that time.

2. CONSIDERATION

The total annual rental rate for each year of the first five (5) year period shall be \$100 and shall be based on the following calculations: Rent for a Governmental non-income producing facility (sewer line) occupying approximately 32,000 sq. ft., of submerged lands equals \$1.00 per year. The rent shall not be modified during the first five (5) year period except as provided in Section 3 and Section 7 herein. However, prior to the expiration of each five (5) year period, the Director of the Department of Natural Resources shall review the rental rate. The rental rate shall be recalculated in accordance with the provisions of Rule 1501-6-06 of the Ohio Administrative Code. There will be no increase based upon improvements funded by sources other than the Department of Natural Resources. The State will make a reasonable effort to notify Lessee of any rental adjustment, in writing, not less than ninety (90) days prior to the end of each five (5) year period of this Lease.

The first rental payment shall be computed from July 1, 2002, and shall be due upon receipt of a billing statement from the Ohio Department of Natural Resources. All subsequent rental payments shall be due by July 1, in each and every year hereafter. If any payment is not received by the due date, whether or not a demand for payment is made, the State, at its option, may terminate this Lease pursuant to Section 11 herein.

All rental payments are to be made payable to Ohio Department of Natural Resources and delivered to the Division of Real Estate and Land Management, Real Estate Section, Fountain Square, Building C-4, Columbus, Ohio 43224, or as otherwise may be directed in writing by the Ohio Department of Natural Resources. Obligations of the State are subject to the provisions of Section 126.07 of the Ohio Revised Code.

3. USE

Lessee shall use and occupy the Property for a Governmental non-income producing facility (sewer line). Any future improvements to the existing facilities, the construction of new facilities, or any change in the existing use of the Property shall require the prior written approval of the Director, Department of Natural Resources. Any change in use approved by the Director, Ohio Department of Natural Resources, may also result in a re-evaluation of the rent, and this Lease, shall, accordingly, be modified to reflect the proper rent as assigned by the Director based on such change in use. Routine maintenance, which does not constitute any additional improvements or development of the Property, any improvement to the existing facilities, the construction of new facilities, or any change in the use of the Property stated above, shall not require the prior written approval of the Director of the Department of Natural Resources.

This Lease is made subject to all prior leases or grants on any portion of the Property, and to the renewal thereof. The State also reserves the right to grant utility easements or leases across, under, on or in the Property.

Lessee shall not place any structures or fill material outside the limits of the Property, and shall be liable for any and all damages resulting from such violation and shall be subject to subsequent termination of this Lease under the default provision provided in Section 11 herein.

This Lease shall be subject to any and all local, state or federal laws or regulations. The issuance of this Lease does not release the Lessee from obtaining any and all other permits or documents from any local, state or federal agency as required for the use of the Property. Failure to obtain any required permits or documents shall be a violation of this Lease and cause this Lease to be subject to termination under the default provisions provided in Section 11 herein.

This Lease does not express or imply any control of fisheries or aquatic wildlife now vested in the Department of Natural Resources, Division of Wildlife.

Lessee shall at all times respect the littoral rights of neighboring upland owners, as well as the public's right to the free and unrestricted use of the waters outside the limits of the Property. Further, the Property shall be subject to the public's right of navigation in and around any structures and/or fill material on the Property. However, the public's right of navigation shall be limited to the extent that it does not interfere with Lessee's safe use of Lessee's structures and/or fill material. Lessee shall not refuse, during storms or other adverse conditions, safe harbor refuge to any vessel seeking such refuge, provided that the harbor can accommodate such vessel.

4. MAINTENANCE/REPAIR

Lessee shall maintain and manage the Property in a responsible manner, keeping it clean, sanitary and free from any debris. Lessee agrees to make every attempt to insure that there is no excessive buildup of unsightly debris on the Property as a direct result of Lessee's improvements.

5. LIABILITY

The State shall not be responsible or liable for injuries to persons or damage to property when such injuries or damage are caused by or result from the Lessee's use of the property under the terms of this Lease and are not due to the negligence of the State.

During the term of this Lease, Lessee, at its sole cost and expense, shall carry and maintain a policy of Comprehensive General Liability insurance with the broad form endorsement against claims for bodily injury, personal injury, wrongful death and property damage covered together with all costs of defense.

Said policy shall designate as an additional named insured the State of Ohio as its interest may appear. The policy limits shall be no less than the following:

Bodily Injury	\$250,000 per person	\$500,000 per occurrence
Property Damage	\$100,000 per occurrence	\$500,000 aggregate
OR		
Combined single limit	\$1,000,000 per occurrence	

Said policy shall contain a clause providing that thirty (30) days written notice of cancellation, nonrenewal, or decrease in coverage will be given to the Director, Department of Natural Resources. A copy of the Certificate of Coverage shall be filed with and is subject to the approval of the Director, Department of Natural Resources.

The State reserves the right, but has no obligation, to periodically review the liability limits for the insurance policies required. If at any time the State reasonably determines that the then required policy limits are insufficient to adequately protect the State's interests and/or do not meet current industry guidelines, the State may require an increase in the policy limits. The Lessee shall have sixty (60) days following notification by the State of the new policy requirements to obtain insurance meeting the new requirements and to file with the State proof of insurance conforming to the new requirements. Failure to comply with this clause shall constitute a material breach of this Lease and cause this Lease to be subject to termination under the default provision provided in Section 11 herein.

6. MINERAL RIGHTS

This Lease reserves to the State all mineral rights as required by Section 1506.11 of the Ohio Revised Code, and should the State cause any such minerals to be removed from the Property, their removal will be conducted in a manner that will not damage any improvements of the Lessee on the Property.

7. ASSIGNMENT/MORTGAGE/SUBLETTING

Lessee shall not assign or mortgage this Lease or sublet any part of the Property in a manner inconsistent with Rule 1501-6-05(D) of the Ohio Administrative Code. There shall be no assignment, sublease or mortgage of the Lease without the written consent of the Director, Department of Natural Resources which consent shall not be unreasonably withheld or unreasonably conditioned.

Lessee shall deliver a written request to assign, sublet or mortgage this Lease to the Director not less than ninety (90) days prior to the proposed effective date thereof. The Director shall respond to Lessee within thirty (30) days of the Director's receipt of Lessee's request. If the Director fails to act in any manner within ninety (90) days

of the receipt of Lessee's request, the request shall be deemed approved by the Director.

If Lessee's request to assign this Lease is in conjunction with Lessee's sale of the uplands, Lessee shall instruct the closing officer of the title company or bank or Lessee's attorney to hold the assignment in escrow until the sale of the uplands is completed. In the event that the sale of the uplands is not consummated, the assignment of this Lease shall automatically be null and void.

Rental rates and other lease terms shall be subject to revision at the time of assignment of this Lease.

Applicants for the Director's consent to assign, mortgage or sublet this Lease shall be entitled to an administrative review of and appeal from any decision of the Director pursuant to Section 119.06, Ohio Revised Code.

8. TAXES

Lessee shall be responsible for any and all federal, state, and/or local taxes and/or assessments levied against the Property herein leased.

9. ACCESS

The State may, without prior notice, at all reasonable times and without interfering with the operations of the Lessee, enter into and upon the Property to determine if the Lessee is complying with the terms of this Lease or for any other lawful purpose.

10. DISCRIMINATION PROHIBITED

Lessee shall not discriminate against any person or entity on the basis of race, color, religion, sex, ancestry, handicap, disability or national origin.

11. DEFAULT

If Lessee breaches or defaults on any of the terms or conditions of this Lease, and if such breach or default is not remedied within thirty (30) days after written notification by the State of the breach or default, the State may terminate this Lease. The State shall give written notice of the termination and Lessee shall then surrender possession to the State. Lessee shall have ninety (90) days from the date on the written notice to remove all personal property, structures and fixtures constructed or placed on the Property, and to restore the Property to a condition satisfactory to the



State. If the Property is not restored to a condition satisfactory to the State, the State may have the Property restored at expense of Lessee.

12. LESSEE'S TERMINATION OPTION

(a) In the event Lessee should wish to discontinue its use of or is unable to continue its use of the Property, prior to the expiration of this Lease as stated in the Term provision herein, then Lessee shall have the option ("Termination Option") to terminate this Lease, subject to and in accordance with the following terms and conditions:

(i) Lessee shall deliver a written request to terminate this Lease to the Director. There shall be no termination of this Lease without the written consent of the Director, which consent shall not be unreasonably withheld or unreasonably conditioned. In the event that the Director consents to Lessee's request to terminate this Lease prior to its date of expiration, Lessee will execute a Lease Termination Agreement prepared by the State ("Termination Agreement");

(ii) Lessee shall have the time specified in the Termination Agreement to remove all personal property, structures and fill constructed or placed upon the Property, and to restore the Property to a condition satisfactory to the Director, Department of Natural Resources. If the Property is not restored to a condition satisfactory to the Director, the Director may have the Property restored at the expense of Lessee; and

(iii) Lessee must not be in default under this Lease and all rent, additional rent, and other charges payable under this Lease shall be paid through and apportioned as of the effective date of termination of this Lease, unless waived in writing by the Director.

(b) The Termination Option shall automatically become null and void upon the earlier to occur of: (i) the termination of Lessee's right to possession of the Property or (ii) the failure of Lessee to timely or properly exercise the Termination Option.

13. EMINENT DOMAIN

This Lease is subject to the State's right of eminent domain as provided for in Section 1506.11(E), and elsewhere in the Ohio Revised Code.

14. EXPIRATION

Upon the expiration of this Lease and the subsequent failure of Lessee to apply to the State for a new lease pursuant to Section 1 herein, Lessee shall remove all personal property, structures and fixtures constructed or placed on the Property, and restore the Property to a condition satisfactory to the State. If the Property is not restored to a condition satisfactory to the State, the State may have the Property restored at the expense of the Lessee.

15. REPRESENTATIVES/AGENTS

Where this Lease refers to either the State or the Lessee, those terms shall include the agents, employees, or authorized representatives of each party.

16. QUIET ENJOYMENT

The State covenants that if, and so long as, Lessee pays the rent when due and performs the covenants hereof, Lessee may quietly occupy the Property, during the term, without any hindrance by the State or any person or persons lawfully claiming under the State. The State is not obligated to warrant or defend the Property or this Lease against any claim asserted by any other person or entity. A taking by eminent domain shall not be deemed to be a breach of this covenant.

IN TESTIMONY WHEREOF, the parties hereto have set their hands this  
17<sup>th</sup> day of May, 2002.

Witnesses to Director

THE STATE OF OHIO, LESSOR  
Department of Natural Resources

Jennifer Kull  
Deanna C. Granger

J. William Moody  
Samuel W. Speck, Director  
Department of Natural Resources

Date: 5/17/02

STATE OF OHIO,

Franklin County, ss:-

Before me, a notary public in and for State of Ohio, County of Franklin, personally appeared the above-named <sup>Asst.</sup> Director, Ohio Department of Natural Resources, on behalf of LESSOR, State of Ohio, who acknowledged that he did sign the foregoing instrument and that the same was his free act and deed.

In testimony whereof, I hereunto set my hand and official seal at Columbus, Ohio, this 17<sup>th</sup> day of May, 2002.

Deanna C. Granger  
Notary Public Signature

DEANNA C. GRANGER  
Name (Print)

My Commission Expires: 6/3/06

Paul R. Baldrige  
Paul R. Baldrige, Chief  
Division of Real Estate and Land Management



DEANNA C. GRANGER  
Notary Public, State of Ohio  
My Commission Expires 06-03-06

APPROVED AS TO FORM:

Mark S. Kelly 5/1/02  
PROSECUTING ATTORNEY

Witnesses to Lessee (2)

Brenda Lauterbeck

Theresa Elder

Date: 5-2-02

Ottawa County Commissioners, LESSEE

By: Carl Kuebel

Title: President, Bd of Commissioners

Date: 5-2-02

APPROVED AS TO FORM:

BETTY D. MONTGOMERY  
Attorney General of Ohio

By: [Signature]  
Assistant Attorney General

Date: 5/7/02

APPROVED:

Bob Taft  
BOB TAFT, Governor  
State of Ohio

Date: 6/7/02

This instrument was prepared by John P. Bartley, Assistant Attorney General.

**Johnson's Island Causeway**

**Photo Date: April 19, 1997**

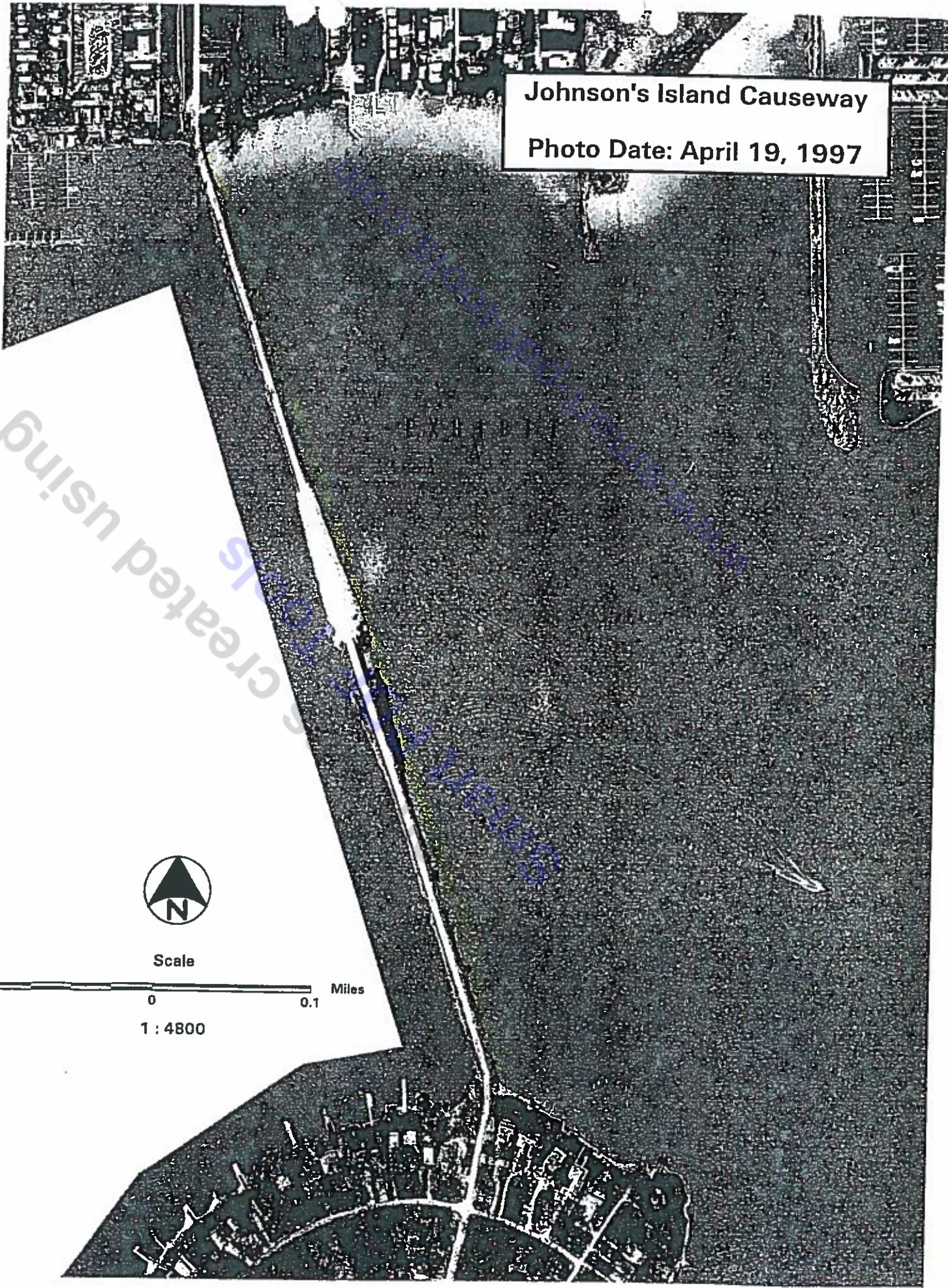
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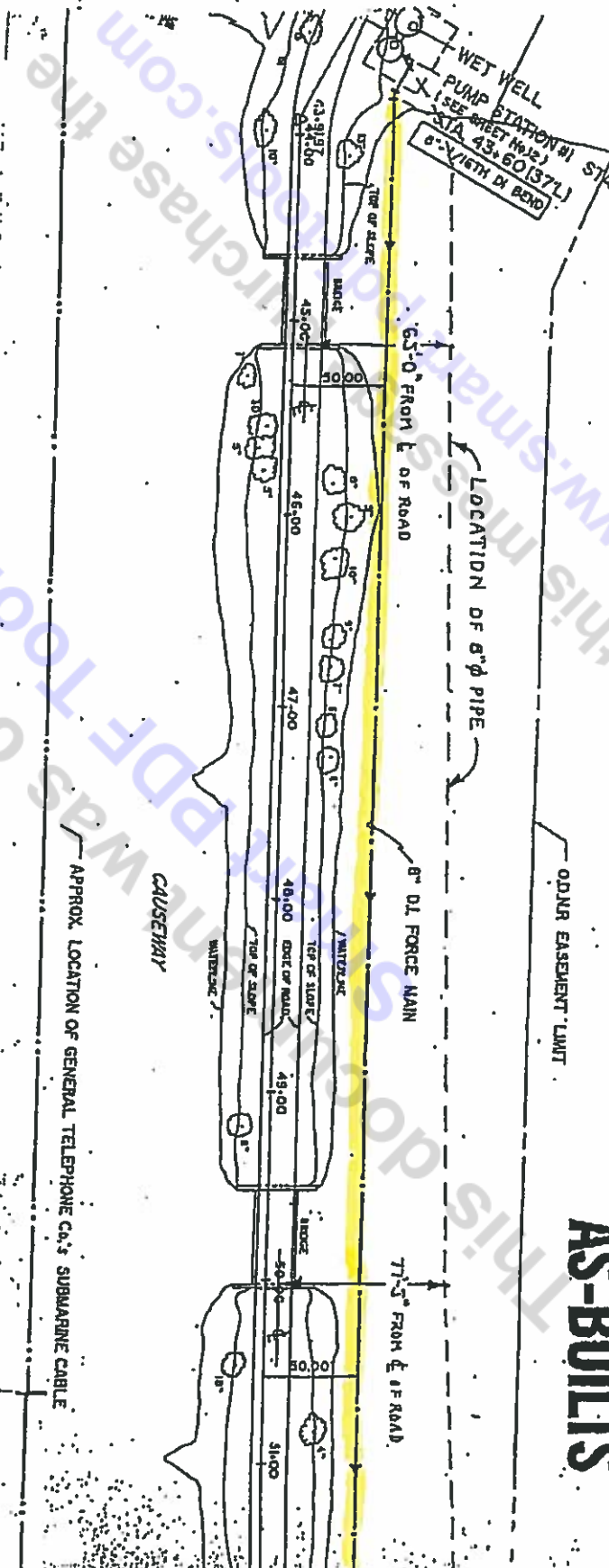
Scale



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# SEWER



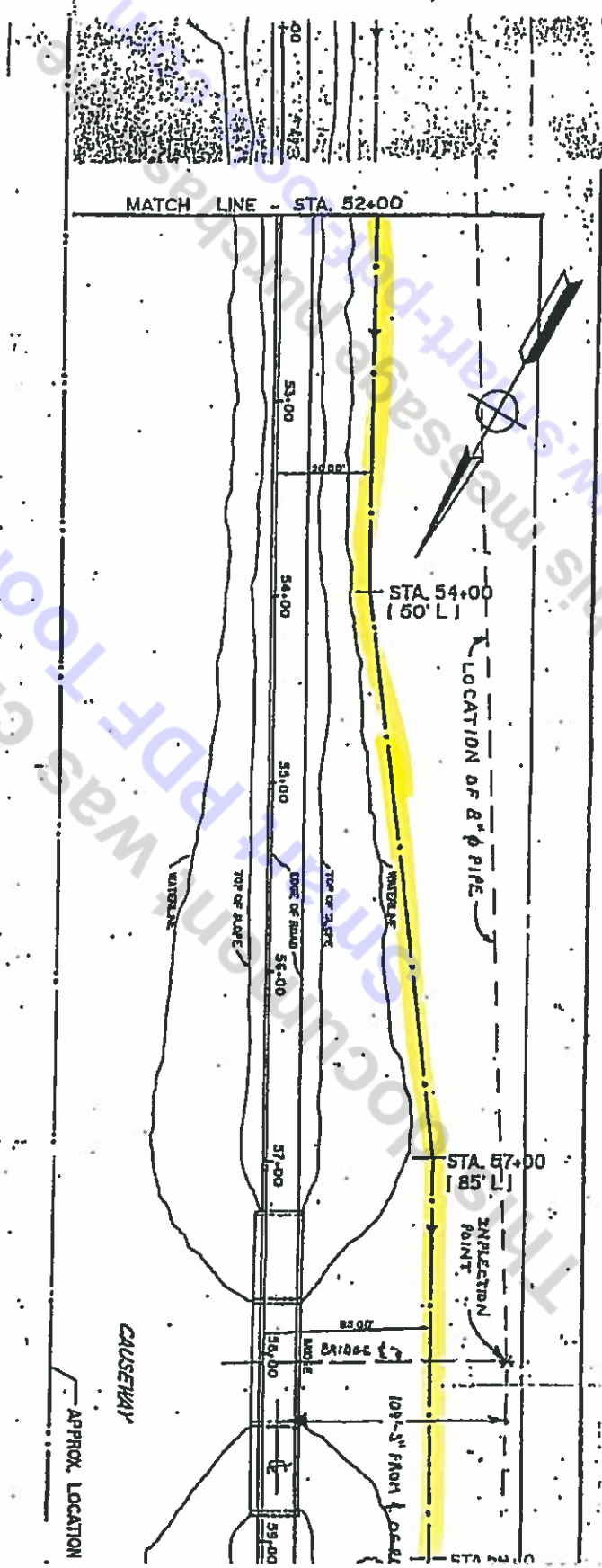
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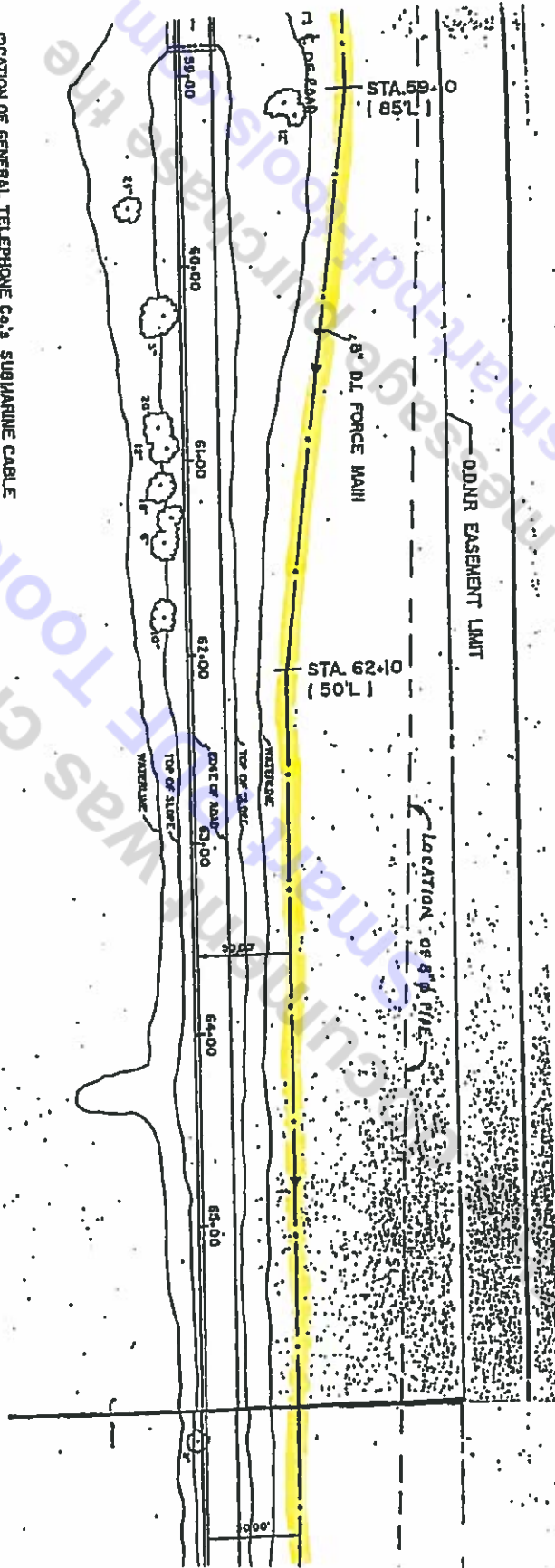
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SEWER

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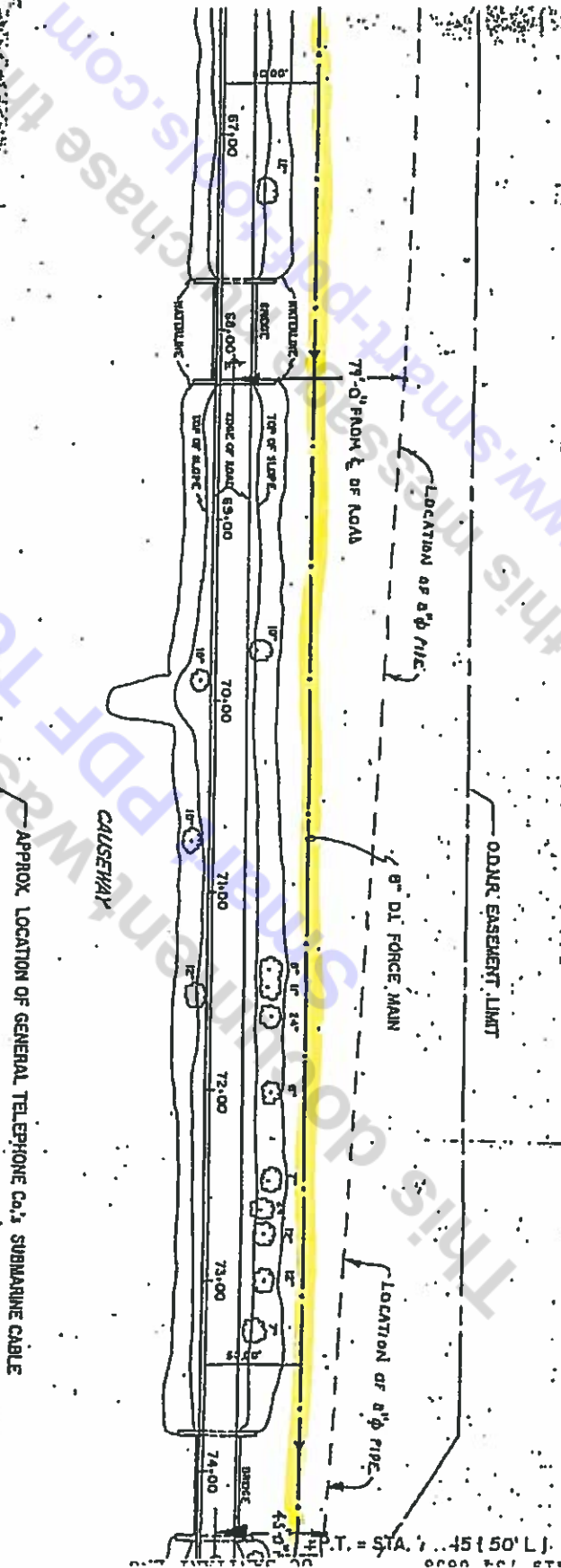
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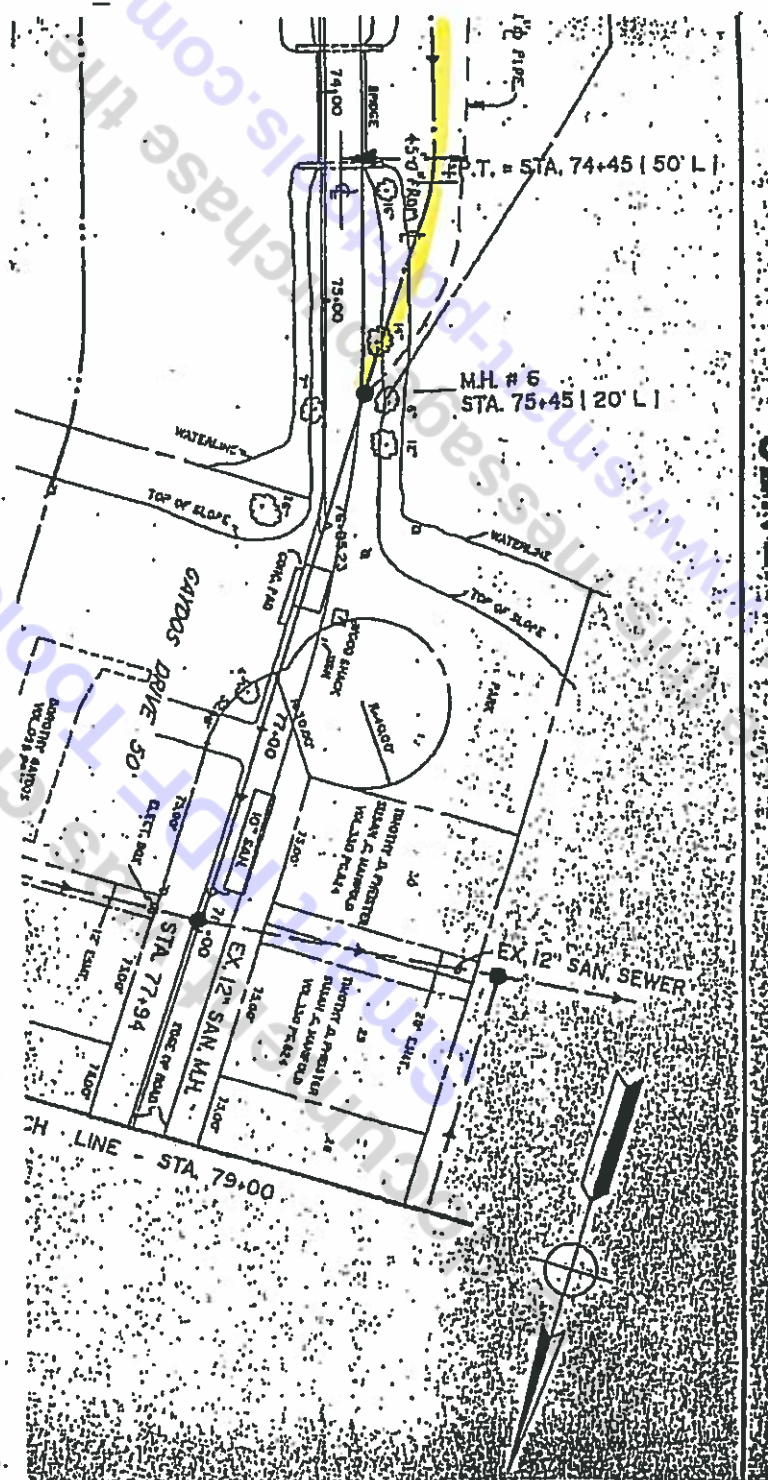
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STATE OF OHIO  
LAKE ERIE SUBMERGED LAND  
LEASE  
FILE NO. SUB-467-OT

This Lease of Lake Erie Submerged Lands is entered into by and between the State of Ohio, acting through the Department of Natural Resources, hereinafter referred to as State, and Ohio Edison, its successors or assigns, whose address is 76 South Main Street, Akron, Ohio 44308, hereinafter referred to as Lessee, pursuant to the provisions of Sections 1506.10, 1506.11 and 5301.13, Ohio Revised Code and the rules promulgated under Chapter 119, Ohio Revised Code, and authorized by Section 1506.02, Ohio Revised Code.

WHEREAS a Finding and Recommendation was submitted by Frances S. Buchholzer, Director, Department of Natural Resources to George V. Voinovich, Governor, State of Ohio, pursuant to an application submitted by Ohio Edison for a submerged land lease of fifty (50) years for a submerged electrical cable.

WHEREAS, George V. Voinovich, Governor, State of Ohio, issued a certificate pursuant to Section 1506.11 of the Ohio Revised Code to the Director, Department of Natural Resources, requesting that this Lease of Submerged Lands of Lake Erie, hereinafter referred to as the Property, be prepared; said property being described as follows:

DESCRIPTION

Being two (2) feet either side of the following described centerline:

Commencing at a point located in Lot 29, Section 1, Danbury Township, Ottawa County, Ohio, said point being located at the intersection of the westerly property line of Buck's Subdivision and the shore of Sandusky Bay; thence in an easterly direction along the shore of Sandusky Bay approximately six (6') feet to the point of beginning; thence South 9°2'42" east, approximately 3561 feet to a point on the north shore of Johnson's Island; said point being located at the intersection of Sandusky Bay shore and the westerly limits of Dixie Place located on Johnson's Island, Danbury Township, Ottawa County, Ohio, thence terminating.

NOW THEREFORE, I, George V. Voinovich, Governor, State of Ohio, in consideration of the mutual covenants and agreements hereinafter set forth, do hereby grant this Lease to Ohio Edison, under the following terms and conditions:

1. TERM

This Lease shall be for a period of fifty (50) years, commencing October 1, 1992 and ending September 30, 2042.

2. CONSIDERATION

The annual rental for the first five (5) year period of this Lease shall be \$500.00 per year. The rent shall not be modified during the five (5) year period except as provided in Section 3 and Section 7 herein. However prior to the expiration of each five (5) year period, the Director of the Department of Natural Resources shall review the rental rate. The rental rate shall be recalculated in accordance with the provisions of Rule 1501-6-06 of the Ohio Administrative Code. There will be no increase based upon improvements funded by sources other than the Department of Natural Resources. Lessee will be informed of any adjustment, in writing, not less than ninety (90) days before the end of the current five (5) year increment.

The first rental payment shall be computed from October 1, 1992 and shall be due upon receipt of a billing statement from the Ohio Department of Natural Resources. All subsequent rental payments shall be due by October 1st in each and every year thereafter. If any payment is not received by the due date, whether or not a demand for payment is made, State, at its option, may terminate this Lease.

All rental payments are to be made payable to Ohio Department of Natural Resources and delivered to Office of Real Estate and Land Management, Real Estate Section, Fountain Square, Building C-4, Columbus, Ohio 43224, or as otherwise may be directed in writing by the Ohio Department of Natural

Resources. Obligations of the State are subject to the provisions of Section 126.07 of the Ohio Revised Code.

3. USE

Lessee shall use and occupy the property for a a submerged electrical cable. Any future improvements to the existing facilities, the construction of new facilities, or any change in the existing use of the Property shall require the prior written approval of the Director, Department of Natural Resources. Any change in use approved by the Director, Ohio Department of Natural Resources, may also result in a re-evaluation of the rent, and this Lease, shall, accordingly, be amended to reflect the proper rent as assigned by the Director based on such change in use.

This Lease is made subject to all prior leases or grants on any portion of the Property, and to the renewal thereof. State also reserves the right to grant utility easements or leases across, under, on or in the Property.

Lessee shall not place any fill material outside the limits of this Lease, and shall be liable for any and all damages resulting from such violation and shall be subject to subsequent cancellation of this Lease under the default provision herein.

This Lease shall be subject to any and all local, state or federal laws or regulations. The issuance of this Lease does not release the Lessee from obtaining any and all other permits or documents from any local, state or federal agency as required for the use of the property. Failure to obtain any required permits or documents shall be a violation of this Lease and cause this Lease to be subject to cancellation under the default provisions herein.

This Lease does not express or imply any control of fisheries or aquatic wildlife now vested in the Department of Natural Resources, Division of Wildlife.

Lessee shall at all times respect the littoral rights of neighboring upland owners, as well as the public's right to the free and unrestricted use of the waters outside the limits of this Lease. The Property shall be subject to the public's right of navigation in and around any structures located on the Property. However, the public's right of navigation shall be limited to the extent that it does not interfere with Lessee's safe use of Lessee's structures. Lessee shall not refuse, during storms or other adverse conditions, safe harbor refuge to any vessel seeking such refuge, provided that the harbor can accommodate such vessel.

4. MAINTENANCE/REPAIR

Lessee shall maintain and manage the Property in a responsible manner, keeping it clean, sanitary and free from any debris. Lessee agrees to make every attempt to ensure that there is no excessive buildup of unsightly debris, in relation to the adjacent property, as a direct result of Lessee's improvements.

5. LIABILITY

Lessee shall indemnify and save harmless State from and against any and all claims, demands, damages, actions, or causes of action, together with any and all losses, costs, or related expenses thereof asserted by any person or persons for bodily injury, death or property damage resulting from Lessee's occupation or use of any portion of the Property, or arising out of any act, omission or neglect by Lessee or any of its agents, employees or invitees.

During the term of this Lease, Lessee, at its sole cost and expense, shall carry and maintain a policy of Comprehensive General Liability insurance with the broad form endorsement against claims for bodily injury, personal injury, wrongful death and property damage covered together with all costs of defense.

Said policy shall designate as an additional named insured the State of Ohio as its interest may appear. The policy limits shall be no less than the following:

Bodily Injury	\$250,000 per person	\$500,000 per occurrence
Property Damage	\$100,000 per occurrence	\$500,000 aggregate

OR

Combined single limit \$1,000,000 per occurrence

Said policy shall contain a clause providing that thirty (30) days written notice of cancellation, nonrenewal, or decrease in coverage will be given to the Director, Department of Natural Resources. A copy of the Certificate of Coverage shall be filed with and is subject to the approval of the Director, Department of Natural Resources.

The State reserves the right but has no obligation, to periodically review the liability limits for the insurance policies required. If at any time the State reasonably determines that the then required policy limits are insufficient to adequately protect the State's interests and/or do not meet current industry guidelines, the State may require an increase in the policy limits. The Lessee shall have sixty (60) days following notification by the State of the new policy requirements to obtain insurance meeting the new requirements and to file with the State proof of insurance conforming to the new requirements. Failure to comply with this clause shall constitute a material breach of this Lease and cause this Lease to be subject to cancellation under the default provisions herein.

6. MINERAL RIGHTS

This Lease reserves to the State all mineral rights as required by Section 1506.11 of the Ohio Revised Code, and should the State cause any such minerals to be removed, their removal will be conducted in a manner that will not damage any improvements of the Lessee on the leased land.

7. ASSIGNMENT/MORTGAGE/SUBLETTING

Lessee shall not assign or mortgage this Lease or sublet any part of the Property in a manner inconsistent with Rule 1506-6-05(D) of the Ohio Administrative Code. There shall be no assignment, sublease or mortgage of the Lease without the written consent of the Director, which consent shall not be unreasonably withheld or unreasonably conditioned.

Lessee shall deliver a written request to assign, sublet or mortgage this Lease to the Director not less than ninety (90) days prior to the proposed effective date thereof. The Director shall respond to Lessee within thirty (30) days of the Director's receipt of Lessee's request. If the Director fails to act in any manner within ninety (90) days of the receipt of Lessee's request, the request shall be deemed approved by the Director.

If Lessee's request to assign this Lease is in conjunction with Lessee's sale of the uplands, Lessee shall instruct the closing officer of the title company or bank or Lessee's attorney to hold the assignment in escrow until the sale of the uplands is completed. In the event that the sale of the uplands is not consummated, the assignment of this Lease shall automatically be null and void.

Rental rates and other lease terms shall be subject to revision at the time of assignment of this Lease.

Applicants for the Director's consent to assign, mortgage or sublet this Lease shall be entitled to an administrative review of and appeal from any decision of the Director pursuant to Section 119.06, Ohio Revised Code.

8. TAXES

Lessee shall be responsible for any and all federal, state, and/or local taxes and/or assessments levied against the Property herein leased.

9. ACCESS

State may, without prior notice, at all reasonable times and without interfering with the operations of the Lessee, enter into and upon the premises to determine if the Lessee is complying with the terms of this Lease or for any other lawful purpose.

10. DISCRIMINATION PROHIBITED

Lessee shall not discriminate against any person or entity on the basis of race, color, religion, sex, ancestry, handicap or national origin.

11. DEFAULT

If Lessee breaches or defaults on any of the terms or conditions of this Lease, and if such breach or default is not remedied within thirty (30) days after written notification by State of the breach or default, State may terminate this Lease. State shall give written notice of the termination and Lessee shall then surrender possession to State. Lessee shall have ninety (90) days from the date on the written notice to remove all personal property, structures and fixtures constructed or placed on the Property, and to restore the Property to a condition satisfactory to the Director, Department of Natural Resources. If the Property is not restored to a condition satisfactory to the Director, the Director may have the Property restored at expense of Lessee.

12. EMINENT DOMAIN

This Lease is subject to the State's right of eminent domain as provided for in Section 1506.11(E), and elsewhere in Ohio Revised Code.

13. EXPIRATION

Upon the expiration of this Lease, Lessee shall remove all personal property, structures and fixtures constructed or placed on the Property, and restore the Property to a condition satisfactory to the Director, Department of Natural Resources. If the Property is not restored to a condition satisfactory to the Director, the Director may have the Property restored at expense of Lessee.

14. REPRESENTATIVES/AGENTS

Where this Lease refers to either the State or the Lessee, those terms shall include the agents, employees or authorized representatives of each party.

15. QUIET ENJOYMENT

State covenants that if, and so long as, Lessee pays the rent when due and performs the covenants hereof, Lessee may quietly occupy the premises, during the term, without any hindrance by the State or any person or persons lawfully claiming under the State. The State is not obligated to warrant and defend against any claim asserted by any other person or entity. A taking by eminent domain shall not be deemed to be a breach of this covenant.

IN TESTIMONY WHEREOF, I GEORGE V. VOINOVICH, GOVERNOR, for and in the name of the State of Ohio, have signed this Lease at Columbus, Ohio, and have caused the same to be countersigned by the Secretary of State and the Great Seal of the State of Ohio to be hereunto affixed this 30<sup>th</sup> day of December in the year One Thousand Nine Hundred and Ninety Two.



THE STATE OF OHIO  
LESSOR

By:

George V. Voinovich  
GEORGE V. VOINOVICH, Governor

COUNTERSIGNED

By:

Bob Taft  
BOB TAFT, Secretary of State

Witnesses to Director  
Department of Natural Resources

Richard Ball  
Alene McCoy

Frances S. Buchholzer  
FRANCES S. BUCHHOLZER, Director  
Department of Natural Resources  
12/16/92

Date: 12 16 92

STATE OF OHIO,

FRANKLIN County, ss:-

Before me, a notary public in and for State of Ohio, County of Franklin, personally appeared the above-named <sup>boxed address for</sup> Frances S. Buchholzer, Director, Ohio Department of Natural Resources, on behalf of LESSOR, State of Ohio, who acknowledged that she did sign the foregoing instrument and that the same was her free act and deed.

In testimony whereof, I hereunto set my hand and official seal at Columbus, Ohio, this 16 day of December, 1992.

Kyme Wall Rennick  
Notary Public Signature

KYME WALL RENNICK, Attorney At Law  
NOTARY PUBLIC, STATE OF OHIO  
My commission has no expiration date.  
Section 147.03 R.C.

Name (Print) \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

Witnesses to Lessee

Janice Johnson  
Spencer C. Perry

OHIO EDISON COMPANY, LESSEE

By: A. Alborant

Title: Vice President

Date: 11-19-92

And: Mary C. Brena

Title: Assistant Secretary

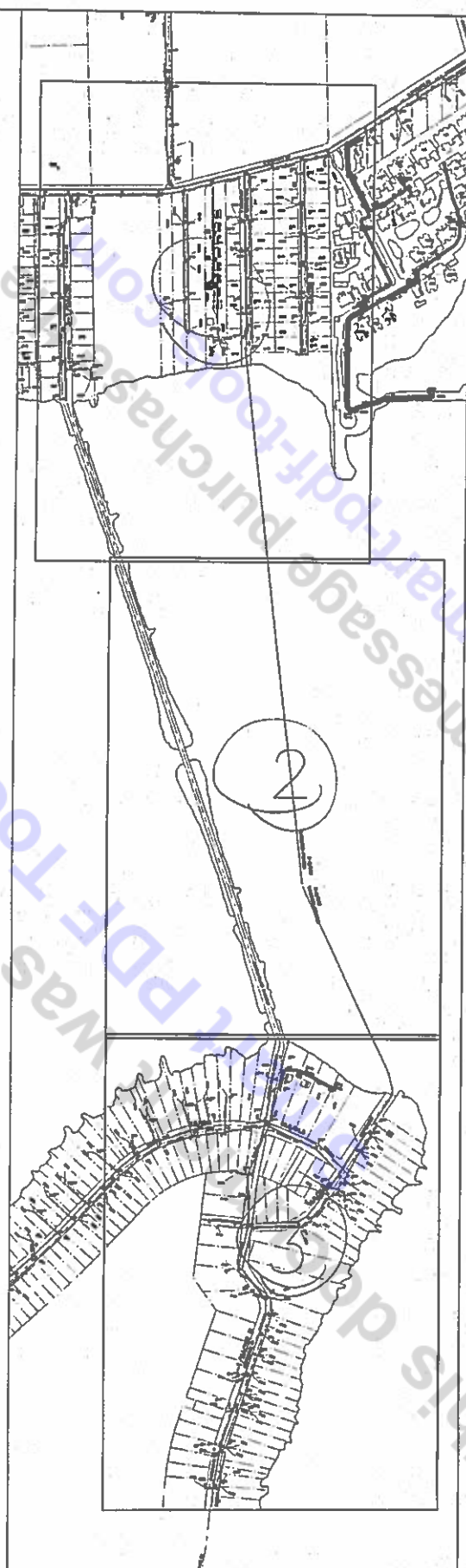
APPROVED AS TO FORM:

LEE FISHER  
Attorney General

By: J.P. Bartley  
Assistant Attorney General

Date: 12-11-92

This instrument was prepared by John P. Bartley, Assistant Attorney General



Created By: 17283

On: 12/8/2014

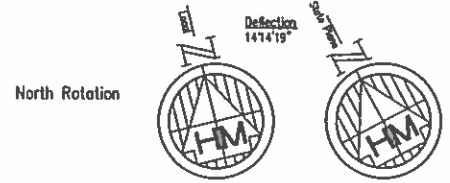
S SUGARBUSH - LAKESIDE MARBLEHEAD, OH





ROTATION AND SCALE INFORMATION BETWEEN  
STATE PLANE AND LOCAL COORDINATES

Scale Point	Railroad Spike	Railroad Spike
State Plane = Ground	Survey Point 75	Survey Point 75
	State Plane Coordinate	Local Coordinate
	N 686423.6943	N 101331.570
	E 1903977.5778	E 11450.5966
Combined Scale Factor	0.999943014	



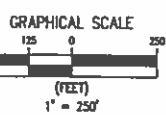
Notes

1. Property Lines shown are depicted per recorded plots and Ottawa County Tax Maps and are not based on a boundary survey.
2. Items depicted on the aerial photograph at ground level only are shown ±0.5'.
3. Due to parallax, items depicted above or below ground level may appear skewed to their actual position.
4. Distances shown in parentheses denote record distances per Boyhaven Estates plots.
5. Distances shown in brackets denote record distances per Boycliffs plots.
6. Basis of Bearings = Centerline Boycliffs Drive per Record Plot.
7. All Bearings, Distances and Coordinates are shown in the Local Coordinate System.

HOFMANN-METZKER, INC.

REGISTERED PROFESSIONAL SURVEYORS  
24 BEECH ST. - P.O. BOX 343  
BEREA, OHIO 44017  
(440) 234-7350 FAX (440) 234-7351  
EMAIL: rich\_hm@ameritech.net

Registered Surveyor No. 7477  
Richard Metzker



HOFMANN-METZKER, INC.

REGISTERED PROFESSIONAL SURVEYORS  
24 BEECH ST - P.O. BOX 343  
BEREA, OHIO 44017  
440-234-7350 FAX 440-234-7351

RICH METZKER E-MAIL  
rich\_hm@ameritech.net



**JOHNSON'S ISLAND**  
ROAD RIGHT-OF-WAY SURVEY  
MADE FOR  
THE JOHNSON'S ISLAND ROAD COMMISSION

BASE MAP.DWG  
ORDER NO. 07-181  
F.B. 820 PG. 165  
AUGUST 2007

1  
/ 10

Centerline Curve Data

Sta	PC	PVI	PT	CS
1+00.00	1+100.00	1+150.00	1+200.00	1+300.00
2+00.00	2+100.00	2+150.00	2+200.00	2+300.00
3+00.00	3+100.00	3+150.00	3+200.00	3+300.00
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119+00.00	119+100.00	119+150.00	119+200.00	119+300.00
120+00.00	120+100.00	120+150.00	120+200.00	120+300.00
121+00.00	121+100.00	121+150.00	121+200.00	121+300.00

Survey Points - Local Coordinates

Station	North	East	Point
1	12986.872	12311.488	Centerline Peg N4
2	12978.164	12299.913	1" Pipe
3	12988.648	12298.842	1 1/2" Pipe
4	12983.882	12328.840	High Nail
5	12982.079	12302.077	High Nail
6	12982.187	12221.472	5/8" Iron Pin
7	12983.840	12315.872	1" Iron Pin
8	12988.355	12207.844	1/2" Iron Pin
9	12793.810	12308.415	5/8" Iron Pin
10	12798.808	11923.487	Centerline High Nail
11	12923.124	11923.487	5/8" Iron Pin
12	12918.430	11783.392	1" Pipe
13	12918.434	11718.892	3/4" Pipe
14	12924.872	11711.892	Centerline Iron Pin
15	12924.872	11878.199	1" Pipe
16	12442.288	11868.891	3/4" Pipe
17	12444.288	11998.891	5/8" Iron Pin
18	12212.161	12048.431	5/8" Iron Pin
19	12273.849	12357.293	1 1/2" Iron Pin
20	12422.279	12358.872	1" Pipe
21	12523.291	12348.291	High Nail
22	12508.187	12348.830	High Nail
23	12878.350	12443.298	5/8" Iron Pin
24	12824.847	12443.298	3/4" Pipe
25	12988.072	12468.887	Centerline High Nail
26	12987.078	12468.887	5/8" Iron Pin
27	12981.233	12384.378	1" Iron Pin
28	12988.772	12848.072	1 1/2" Iron Pin
29	12984.878	12271.488	5/8" Iron Pin
30	12984.878	12908.072	3/4" Pipe
31	12912.518	12773.488	1 1/2" Pipe
32	12798.810	12741.287	Centerline High Nail
33	12798.810	12798.810	1/2" Pinned Pipe
34	12986.321	12943.245	5/8" Iron Pin
35	12948.224	12904.306	1" Pinned Pipe
36	12948.488	12948.488	Centerline Nail
37	12933.812	12918.184	5/8" Iron Pin
38	12927.170	11993.894	1/2" Iron Pin
39	12927.170	11993.894	1/2" Iron Pin
40	12918.872	11983.270	1/2" Iron Pin
41	12948.814	11987.473	1/2" Iron Pin

Centerline Memorial Shoreway

Station	North	East	Point
1+00.00	12787.810	12738.824	
2+00.00	12982.289	123	

Centerline Curve Data

CA	CB
R=687.18 (687.80)	R=898.20 (887.40)
L=342.48 (343.01)	L=277.83 (277.48)
$\Delta=283371^{\circ}$ (283454^{\circ})	$\Delta=174503^{\circ}$ (175456^{\circ})
T=174.87 (175.15)	T=138.95 (138.88)
CH=44754.03'E	CH=35313.08'W
CH=338.83 (338.48)	CH=278.54 (278.35)

Survey Points -Local Coordinates

20	N 11785.7334	E 11253.8468	1" Pipe
21	N 11484.4424	E 11060.1535	1" Pipe
22	N 11238.4483	E 10834.8478	1" Pipe
23	N 11198.9537	E 10742.7904	*Control* Mag Nail
24	N 11103.8447	E 10589.2840	3/4" Pipe
25	N 11076.5779	E 10818.1390	1/2" Pipe
128	N 11081.5492	E 10927.8370	1" Pinched Pipe

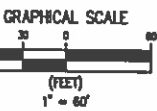
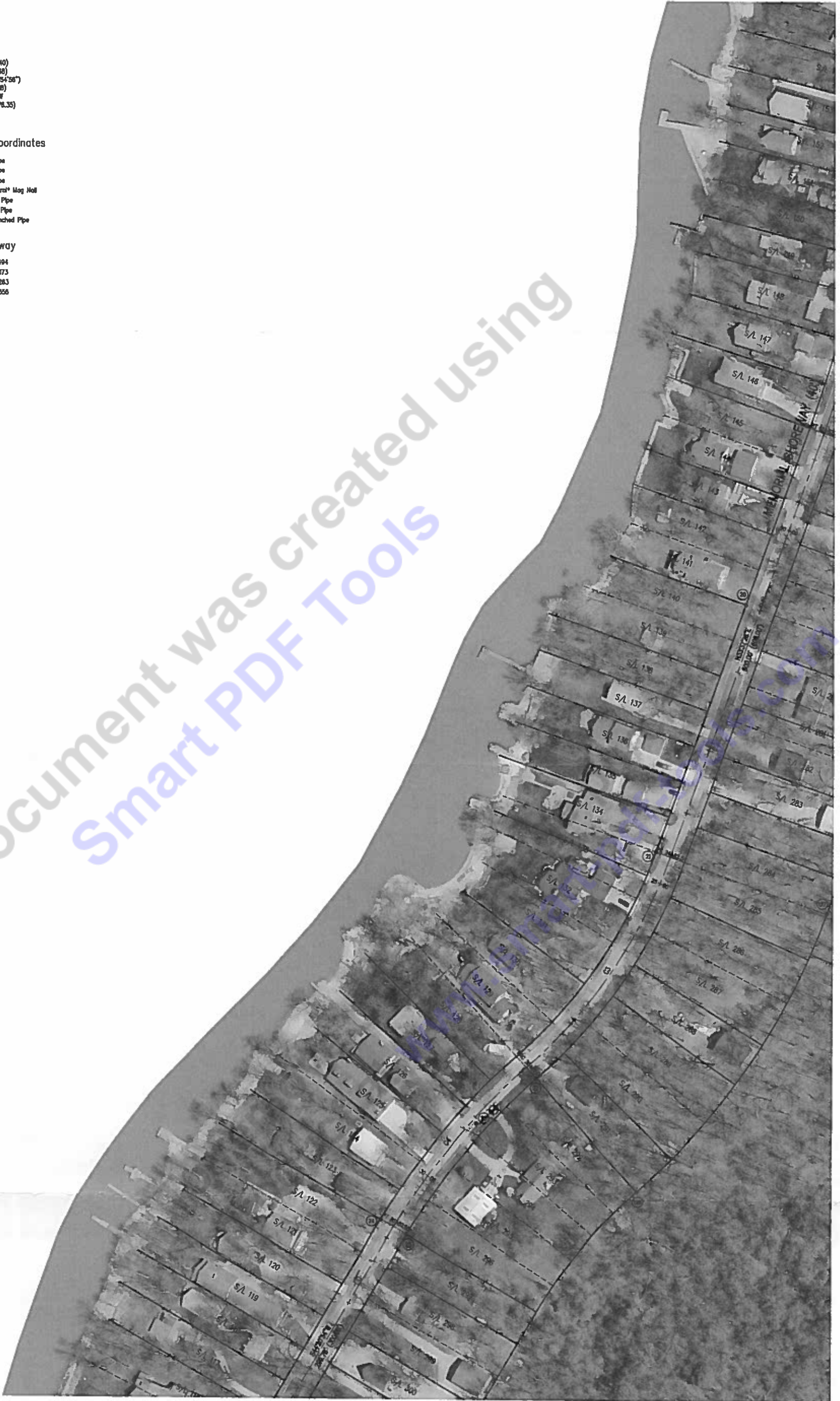
Centerline Memorial Shoreway

18+82.54	N 11982.9827	E 11408.0494
24+82.54	N 11483.3677	E 11078.8073
28+05.00	N 11258.1432	E 10825.3283
30+82.65	N 11090.5569	E 10803.8356

Benchmarks

Elevations given in GLD85

PI #	Elevation
23	582.35



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JOHNSON'S ISLAND

ROAD RIGHT-OF-WAY SURVEY

MADE FOR

THE JOHNSON'S ISLAND ROAD COMMISSION

BASE MAP.DWG

ORDER NO. 07-181

F.B. 820 PG. 165

AUGUST 2007

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Centerline Curve Data

PC=17+28.14	PT=77+72 (100%)
PI=53+50.54	EA=77+72 (100%)
EA=103+50	EA=103+50 (100%)
EA=147+78 (100%)	EA=147+78 (100%)
PC=102+37.1	PT=102+37.1
PI=125+23.81	EA=102+37.1

Survey Points - Local Coordinates

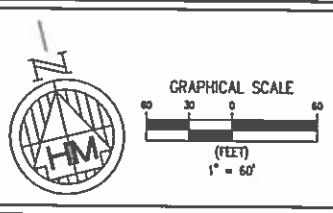
1	10254.888	12764.825
2	10242.292	12755.291
3	10244.248	12748.291
4	10258.232	12748.291
5	10251.755	12744.291
6	10248.234	12744.291
7	10247.232	12741.291
8	10248.232	12738.291
9	10248.232	12735.291
10	10248.232	12732.291
11	10248.232	12729.291
12	10248.232	12726.291
13	10248.232	12723.291
14	10248.232	12720.291
15	10248.232	12717.291
16	10248.232	12714.291
17	10248.232	12711.291
18	10248.232	12708.291
19	10248.232	12705.291
20	10248.232	12702.291
21	10248.232	12699.291
22	10248.232	12696.291
23	10248.232	12693.291
24	10248.232	12690.291
25	10248.232	12687.291
26	10248.232	12684.291
27	10248.232	12681.291
28	10248.232	12678.291
29	10248.232	12675.291
30	10248.232	12672.291
31	10248.232	12669.291
32	10248.232	12666.291
33	10248.232	12663.291
34	10248.232	12660.291
35	10248.232	12657.291
36	10248.232	12654.291
37	10248.232	12651.291
38	10248.232	12648.291
39	10248.232	12645.291
40	10248.232	12642.291
41	10248.232	12639.291
42	10248.232	12636.291
43	10248.232	12633.291
44	10248.232	12630.291
45	10248.232	12627.291
46	10248.232	12624.291
47	10248.232	12621.291
48	10248.232	12618.291
49	10248.232	12615.291
50	10248.232	12612.291
51	10248.232	12609.291
52	10248.232	12606.291
53	10248.232	12603.291
54	10248.232	12600.291
55	10248.232	12597.291
56	10248.232	12594.291
57	10248.232	12591.291
58	10248.232	12588.291
59	10248.232	12585.291
60	10248.232	12582.291
61	10248.232	12579.291
62	10248.232	12576.291
63	10248.232	12573.291
64	10248.232	12570.291
65	10248.232	12567.291
66	10248.232	12564.291
67	10248.232	12561.291
68	10248.232	12558.291
69	10248.232	12555.291
70	10248.232	12552.291
71	10248.232	12549.291
72	10248.232	12546.291
73	10248.232	12543.291
74	10248.232	12540.291
75	10248.232	12537.291
76	10248.232	12534.291
77	10248.232	12531.291
78	10248.232	12528.291
79	10248.232	12525.291
80	10248.232	12522.291
81	10248.232	12519.291
82	10248.232	12516.291
83	10248.232	12513.291
84	10248.232	12510.291
85	10248.232	12507.291
86	10248.232	12504.291
87	10248.232	12501.291
88	10248.232	12498.291
89	10248.232	12495.291
90	10248.232	12492.291
91	10248.232	12489.291
92	10248.232	12486.291
93	10248.232	12483.291
94	10248.232	12480.291
95	10248.232	12477.291
96	10248.232	12474.291
97	10248.232	12471.291
98	10248.232	12468.291
99	10248.232	12465.291
100	10248.232	12462.291

Centerline Memorial Shoreway

PC=102+37.1	PT=102+37.1
PI=125+23.81	EA=102+37.1
EA=102+37.1	EA=102+37.1

Centerline Confederate Dr.

PC=102+37.1	PT=102+37.1
PI=125+23.81	EA=102+37.1
EA=102+37.1	EA=102+37.1

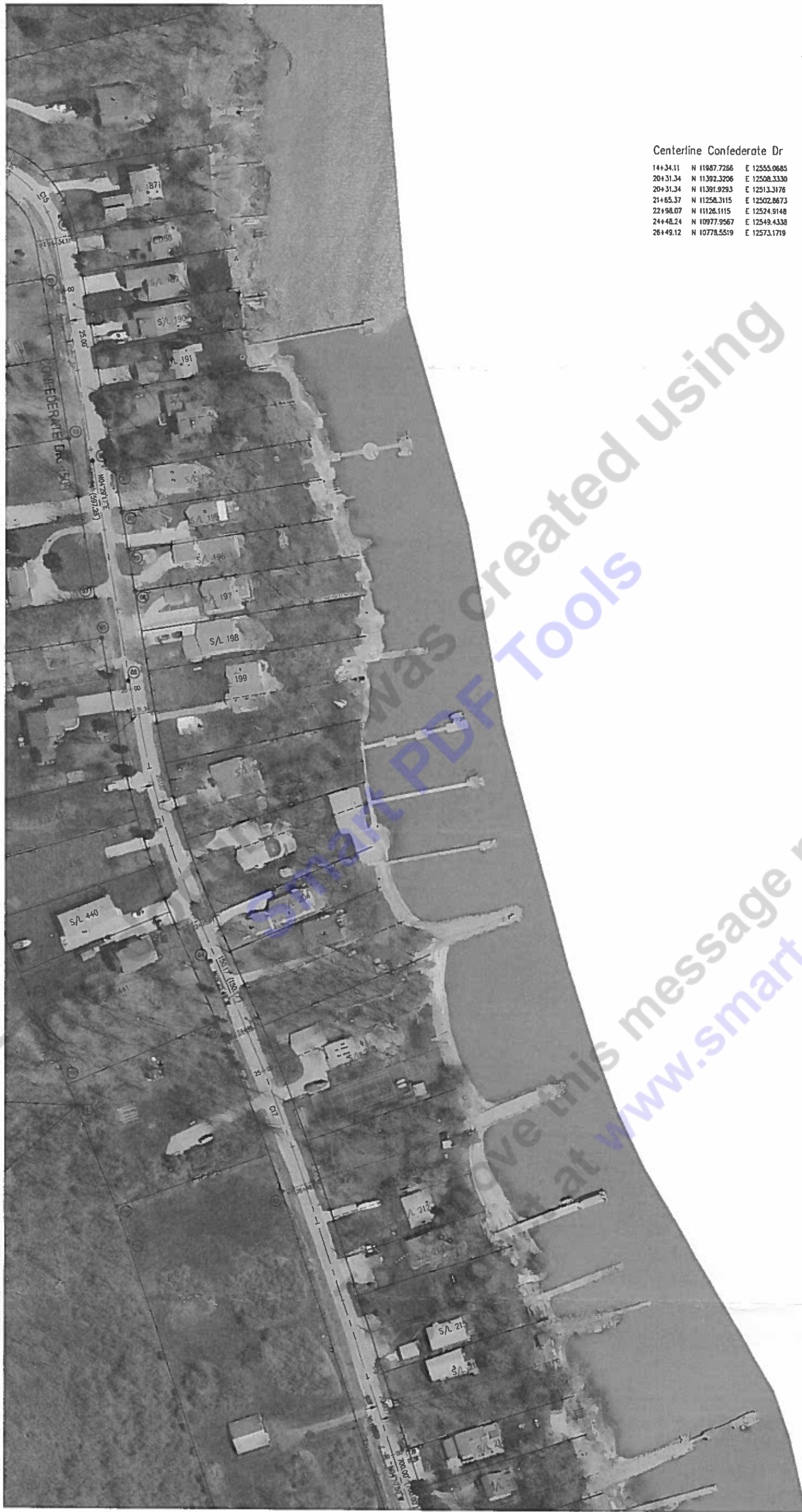


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**JOHNSON'S ISLAND**  
 ROAD RIGHT-OF-WAY SURVEY  
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 THE JOHNSON'S ISLAND ROAD COMMISSION

BASE MAP.DWG  
 ORDER NO. 07-181  
 F.B. 620 PG. 165  
 AUGUST 2007

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Centerline Curve Data

C15	C16	C17
R=117.92 (119.26)	R=1096.27 (1096.27)	R=2206.45 (2206.45)
L=109.92 (111.18)	L=266.73 (266.58)	L=200.88 (200.88)
$\Delta=53^{\circ}24'36''$ (53 <sup>o</sup> 24'36")	$\Delta=13^{\circ}56'25''$ (13 <sup>o</sup> 56'25")	$\Delta=51^{\circ}2'56''$ (51 <sup>o</sup> 2'56")
T=59.32 (60.00)	T=134.03 (133.93)	T=100.51 (100.51)
CHB=N227.301°W	CHB=S0229°53'E	CHB=N06°47'20"W
CHD=105.98 (107.19)	CHD=268.07 (265.93)	CHD=200.81 (200.81)

Centerline Confederate Dr

14+34.11	N 11987.7266	E 12555.0685
20+31.34	N 11392.3206	E 12508.3330
20+31.34	N 11391.9293	E 12513.3176
21+85.37	N 11258.3115	E 12502.8673
22+98.07	N 11126.1115	E 12524.9148
24+48.24	N 10977.9567	E 12549.4338
26+49.12	N 10778.5519	E 12573.1719

④ Survey Points -Local Coordinates

82	N 10776.4952	E 12543.1313	5/8" Iron Pin
83	N 10999.8639	E 12515.4002	1 1/2" Pipe
84	N 11074.0955	E 12525.8094	*Control* Mag Nail
85	N 11493.8906	E 12491.3313	1/2" Iron Pin
86	N 11539.9418	E 12544.7851	3/4" Pipe
87	N 11543.7053	E 12495.1768	5/8" Iron Pin
88	N 11434.7226	E 12510.3842	*Control* Mag Nail
89	N 11589.7672	E 12548.9954	1/2" Iron Pin
90	N 11639.3481	E 12552.9758	1/2" Iron Pin
91	N 11689.1672	E 12556.7830	5/8" Iron Pin
92	N 11709.5798	E 12532.5560	*Control* Mag Nail
93	N 11743.1171	E 12510.8476	5/8" Iron Pin
94	N 11888.7542	E 12572.3488	5/8" Iron Pin
95	N 11942.5143	E 12526.4074	5/8" Iron Pin
96	N 12012.1484	E 12566.6612	*Control* Mag Nail
145	N 10762.1563	E 12343.7750	5/8" Iron Pin
146	N 10806.6871	E 12340.0602	3/4" Pipe
147	N 10940.4035	E 12322.5202	5/8" Iron Pin
148	N 10967.0055	E 12318.2784	5/8" Iron Pin
149	N 11088.4352	E 12295.1380	5/8" Iron Pin

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**JOHNSON'S ISLAND**  
 ROAD RIGHT-OF-WAY SURVEY  
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 THE JOHNSON'S ISLAND ROAD COMMISSION

BASE MAP.DWG  
 ORDER NO. 07-181  
 F.B. 820 PG. 165  
 AUGUST 2007

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Centerline Curve Data

C2  
R=860.49 (865.13) C2  
L=383.64 (383.52) R=789.94 (791.36)  
Δ=25°32'40" (25°32'58") Δ=34°45'45" (34°45'06")  
T=195.08 (194.98) T=247.63 (247.63)  
CB=531°34'14"W CB=301°27'13"W  
CD=380.47 (380.36) CD=472.61 (472.66)

C25  
R=4196.74 (4196.74)  
L=100.00 (100.00)  
Δ=121°55' (121°55')  
T=50.00 (50.00)  
CB=515°39'09"E  
CD=100.00 (100.00)

Centerline Memorial Shoreway

33+82.44 N 10876.1596 E 10394.3014  
37+66.07 N 10552.0043 E 10195.1092  
41+66.07 N 10173.4795 E 10065.8074  
46+46.03 N 9701.0197 E 10053.8170  
48+70.28 N 9485.3340 E 10115.1909

Centerline Woodcliff Dr

14+19.56 N 9133.7192 E 10595.8511  
15+19.56 N 9230.0078 E 10568.8788  
18+89.35 N 9587.2476 E 10473.3501

Centerline Baycliffs Dr

1+00.00 N 9485.3340 E 10115.1908  
4+72.38 N 9587.2476 E 10473.3501  
8+25.61 N 9683.9210 E 10883.0036

Benchmarks

Elevations given in IGLD85  
Pt # Elevation  
31 582.61  
69 599.14  
71 597.01

Survey Points - Local Coordinates

26 N 10819.4348 E 10314.9176 \*Control Iron Pin  
27 N 10737.1932 E 10307.8500 1" Pin  
28 N 10545.5392 E 10214.0355 5/8" Iron Pin  
29 N 10166.8657 E 10084.7947 5/8" Iron Pin  
30 N 10179.9434 E 10046.6723 3/4" Iron Pin  
31 N 10000.0000 E 10000.0000 \*Control Iron Pin  
32 N 9706.4129 E 10072.7972 5/8" Iron Pin  
33 N 9485.4572 E 10115.1625 Railroad Spike  
34 N 9455.8353 E 10102.9014 5/8" Iron Pin  
35 N 9221.2068 E 10190.3177 May Nail  
69 N 9133.6962 E 10595.8314 5/8" Iron Pin  
70 N 9229.9594 E 10568.8456 5/8" Iron Pin  
71 N 9587.2835 E 10473.3860 5/8" Iron Pin  
72 N 9683.8914 E 10813.1385 5/8" Iron Pin  
129 N 10722.3908 E 10551.6391 1" Pipe  
130 N 10556.3050 E 10434.4287 5/8" Iron Pin  
131 N 10338.9110 E 10354.8336 5/8" Iron Pin  
132 N 10102.3635 E 10273.9961 5/8" Iron Pin  
133 N 9760.9381 E 10264.3583 5/8" Iron Pin  
134 N 9768.9507 E 10450.6431 5/8" Iron Pin  
135 N 9846.9507 E 10724.7617 5/8" Iron Pin  
136 N 9903.9900 E 10847.8409 5/8" Iron Pin  
137 N 10137.9270 E 10877.2437 5/8" Iron Pin

GRAPHICAL SCALE  
1" = 60'

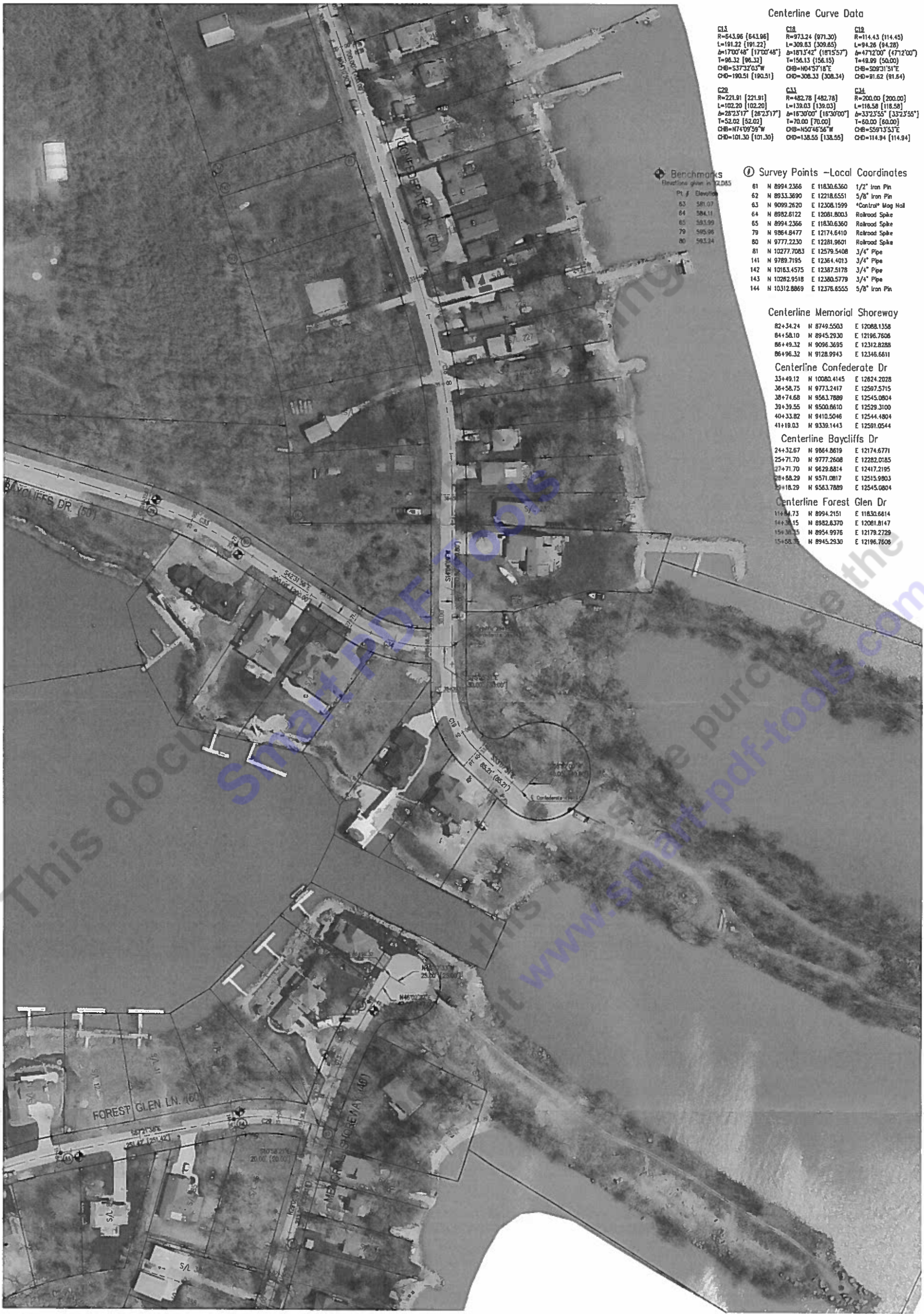
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BASE MAP.DWG  
ORDER NO. 07-181  
F.B. 820 PG. 165  
AUGUST 2007

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Centerline Curve Data

Curve	Radius (R)	Length (L)	Delta (Δ)	Tangent (T)	Chord (Ch)
C13	643.86	191.22	170°48'	96.32	190.51
C18	973.24	308.83	181°42'	156.13	308.33
C19	114.43	94.28	47°12'00"	48.99	91.62
C20	221.91	102.20	26°25'17"	52.02	101.30
C21	482.78	139.03	16°30'00"	70.00	138.55
C22	200.00	118.58	33°23'55"	60.00	114.94

Benchmarks

Pl.	Elevation
63	581.07
64	584.11
65	583.99
79	585.96
80	583.24

Survey Points -Local Coordinates

Pl.	N	E	Marker
61	8994.2366	11830.6360	1/2" Iron Pin
62	8933.3690	12218.6551	5/8" Iron Pin
63	9099.2620	12308.1599	*Control* Mag Nail
64	8982.6122	12081.8003	Railroad Spike
65	8994.2366	11830.6360	Railroad Spike
79	9864.8477	12174.6410	Railroad Spike
80	9777.2230	12281.9601	Railroad Spike
81	10277.7083	12579.5408	3/4" Pipe
141	9789.2195	12364.4013	3/4" Pipe
142	10163.4575	12387.5178	3/4" Pipe
143	10282.9518	12380.5779	3/4" Pipe
144	10312.8869	12376.8555	5/8" Iron Pin

Centerline Memorial Shoreway

N	E
82+34.24	8749.5503
84+58.10	8945.2930
86+49.32	9096.3695
86+96.32	9128.9943

Centerline Confederate Dr

N	E
33+49.12	10080.4145
36+58.75	9773.2417
38+74.68	9563.7889
39+39.55	9500.8610
40+33.82	9410.5046
41+18.03	9339.1443

Centerline Baycliffs Dr

N	E
24+32.67	9864.8619
25+71.70	9777.2608
27+71.70	9629.8814
29+88.29	9571.0817
29+18.29	9563.7889

Centerline Forest Glen Dr

N	E
14+84.73	8994.2151
14+38.15	8982.6370
15+38.15	8954.9976
15+68.35	8945.2930

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 F.B. 820 PG. 165  
 AUGUST 2007

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Centerline Curve Data

<b>C2</b> R=1022.58 [1024.65] L=258.76 [258.44] Δ=142°35' [142°05'] T=130.08 [129.91] CHB=523107.57'E CHD=258.07 [257.76]	<b>C4</b> R=208.51 [207.73] L=273.53 [272.88] Δ=75°09'45" [75°12'34"] T=160.47 [160.00] CHB=56757.47'E CHD=254.34 [253.52]	<b>C22</b> R=738.47 [738.47] L=99.84 [99.84] Δ=74°48' [74°48'] T=50.00 [50.00] CHB=52627.42'E CHD=99.77 [99.77]	<b>C23</b> R=738.46 [738.46] L=99.84 [99.84] Δ=74°48' [74°48'] T=50.00 [50.00] CHB=42627.42'W CHD=99.77 [99.77]
<b>C24</b> R=570.10 [570.10] L=139.30 [139.30] Δ=140°00' [140°00'] T=70.00 [70.00] CHB=523207.06'E CHD=138.96 [138.96]	<b>C25</b> R=4198.74 [4198.74] L=100.00 [100.00] Δ=121°55' [121°55'] T=50.00 [50.00] CHB=51539.09'E CHD=100.00 [100.00]	<b>C28</b> R=828.95 [828.95] L=159.50 [159.50] Δ=110°30'4" [110°30'4"] T=80.00 [80.00] CHB=45408.22'E CHD=159.25 [159.25]	

Survey Points - Local Coordinates

35	N 9221.2068	E 10190.3177	Mag Nail
36	N 9148.7501	E 10210.8865	Railroad Spike
37	N 8533.2961	E 10377.5860	5/8" Iron Pin
38	N 8488.2349	E 10399.4689	5/8" Iron Pin
39	N 8423.8067	E 10444.4005	*Control* Iron Pin
40	N 8421.4255	E 10483.5242	5/8" Iron Pin
41	N 8358.9763	E 10521.4980	5/8" Iron Pin
42	N 8271.9692	E 10524.7042	3/4" Pipe
43	N 8077.0592	E 10685.1478	5/8" Iron Pin
44	N 8056.3842	E 10651.0659	5/8" Iron Pin
45	N 8017.0520	E 10702.3598	*Control* Mag Nail
46	N 7990.2173	E 10736.1682	5/8" Iron Pin
68	N 8514.8491	E 10885.5235	Railroad Spike
69	N 9133.6962	E 10595.8314	5/8" Iron Pin
156	N 8254.1383	E 10550.4287	Mag Nail
157	N 7971.9832	E 10716.4594	Mag Nail

Benchmarks  
Elevations given in IGLD85

Pt #	Elevation
36	588.80
39	580.54
45	582.54
68	589.93
69	599.14

Centerline Memorial Shoreway

57+00.74	N 8686.5827	E 10342.4742
59+59.50	N 8449.2581	E 10443.8613
65+03.34	N 7980.1021	E 10718.9148

Centerline Woodcliff Dr

7+33.88	N 8514.9236	E 10885.5435
7+58.86	N 8536.5008	E 10872.9171
8+58.72	N 8825.8170	E 10828.4603
9+44.18	N 8704.7212	E 10795.6345
10+44.03	N 8794.0362	E 10751.1782
11+95.26	N 8924.5609	E 10674.7988
13+34.56	N 9052.1504	E 10619.7576
14+19.56	N 9133.7192	E 10595.8511

Centerline Forest Glen Dr

1+00.00	N 8514.9236	E 10885.5435
1+50.00	N 8540.1764	E 10928.6978



GRAPHICAL SCALE  
(FEET)  
1" = 60'

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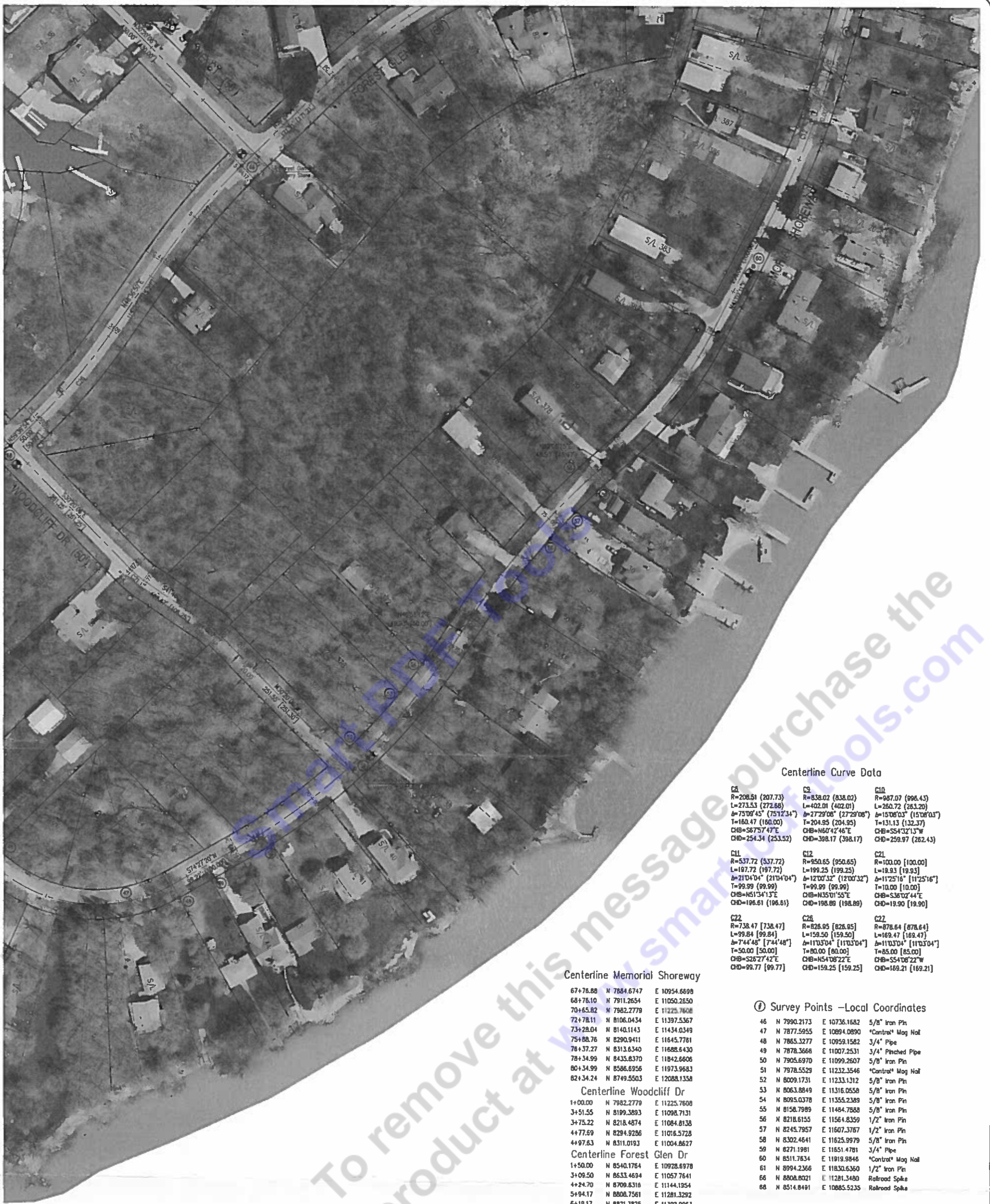
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F.B. B20 PG. 165  
AUGUST 2007

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Centerline Curve Data

Curve	Radius (ft)	Length (ft)	Delta (deg)	Chord (ft)	Chord Bearing
C1	208.51 (207.73)	273.53 (272.68)	75°09'45" (75°12'34")	180.47 (180.00)	CHB=56°57'47"E CHD=254.34 (253.52)
C2	838.02 (838.02)	402.01 (402.01)	27°29'08" (27°29'08")	204.95 (204.95)	CHB=N60°42'46"E CHD=398.17 (398.17)
C3	987.07 (986.43)	260.72 (263.20)	15°08'03" (15°08'03")	131.13 (132.37)	CHB=S54°32'13"W CHD=259.97 (262.43)
C11	537.72 (537.72)	197.72 (197.72)	21°04'04" (21°04'04")	99.99 (99.99)	CHB=N51°34'13"E CHD=196.61 (196.61)
C12	950.65 (950.65)	199.25 (199.25)	12°07'32" (12°07'32")	99.99 (99.99)	CHB=N35°01'55"E CHD=198.89 (198.89)
C21	100.00 (100.00)	18.93 (19.93)	11°25'16" (11°25'16")	10.00 (10.00)	CHB=S36°07'44"E CHD=19.90 (19.90)
C22	738.47 (738.47)	99.84 (99.84)	7°44'48" (7°44'48")	50.00 (50.00)	CHB=S26°27'42"E CHD=99.77 (99.77)
C26	828.95 (828.95)	159.50 (159.50)	11°03'04" (11°03'04")	85.00 (85.00)	CHB=N64°08'22"E CHD=159.25 (159.25)
C27	878.64 (878.64)	169.47 (169.47)	11°03'04" (11°03'04")	85.00 (85.00)	CHB=S54°08'22"W CHD=169.21 (169.21)

Centerline Memorial Shoreway

Station	N	E
67+78.88	7884.6747	10954.6898
68+76.10	7911.2654	11050.2850
70+65.82	7982.2779	11225.7608
72+78.11	8106.0434	11397.5367
73+28.04	8140.1143	11434.0349
75+88.76	8290.9411	11645.7781
76+37.27	8313.6340	11688.6430
78+34.99	8435.6370	11842.6606
80+34.99	8586.6956	11973.9683
82+34.24	8749.5503	12088.1358

Centerline Woodcliff Dr

Station	N	E
1+00.00	7982.2779	11225.7608
3+51.55	8199.3893	11098.7131
3+75.22	8218.4874	11084.8138
4+77.69	8294.9286	11076.5728
4+97.63	8311.0193	11004.8627

Centerline Forest Glen Dr

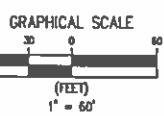
Station	N	E
1+50.00	8540.1764	10928.6978
3+09.50	8633.4694	11057.7641
4+24.70	8709.8316	11144.1954
5+94.17	8808.7561	11281.3292
6+19.17	8821.3825	11302.9063
7+65.38	8893.2266	11429.0983

Survey Points -Local Coordinates

Point #	N	E	Marker
46	7990.2173	10736.1682	5/8" Iron Pin
47	7877.5955	10694.0890	*Control* Mag Nail
48	7865.3277	10959.1582	3/4" Pipe
49	7878.3666	11007.2531	3/4" Pinned Pipe
50	7905.6970	11099.2607	5/8" Iron Pin
51	7978.5529	11232.3546	*Control* Mag Nail
52	8009.1731	11233.1312	5/8" Iron Pin
53	8063.8849	11316.0558	5/8" Iron Pin
54	8095.0378	11355.2389	5/8" Iron Pin
55	8158.7989	11484.7888	5/8" Iron Pin
56	8218.6155	11564.8359	1/2" Iron Pin
57	8245.7957	11607.3767	1/2" Iron Pin
58	8302.4641	11625.9979	5/8" Iron Pin
59	8271.1981	11651.4781	3/4" Pipe
60	8511.7634	11919.9846	*Control* Mag Nail
61	8994.2366	11830.6360	1/2" Iron Pin
66	8808.8021	11281.3480	Railroad Spike
68	8514.8491	11085.5235	Railroad Spike

Benchmarks

PL #	Elevation
51	586.28
60	589.71
66	593.55
68	589.93



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ORDER NO. 07-181

F.B. 820 PG. 165

AUGUST 2007

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### 8.3 WATER RATE ORDINANCE

This appendix section contains a copy of The Village of Marblehead's current water rate ordinance and their annual Drinking Water Consumer Confidence Report for 2013.

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## CHAPTER 50: WATER REGULATIONS

Section

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*Water Department*

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50.26 Maintenance of water mains

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50.36 Backflow prevention and cross connection control

50.37 Resolution of conflicts between this subchapter and previous Board actions

50.99 Penalty

## **GENERAL PROVISIONS**

### **§ 50.01 TRAVEL MILEAGE REIMBURSEMENT.**

The rate of compensation for the use of personal vehicles pertaining to Water Department related activities shall be computed at \$0.375 per mile from the Water Treatment Plant and return.

(Ord. 27, 2004, passed 11-9-2004)

## **WATER DEPARTMENT**

### **§ 50.15 BOARD OF PUBLIC AFFAIRS (BPA); GENERAL POWERS AND DUTIES.**

(A) The Board of Public Affairs (BPA) shall manage, conduct, and control the waterworks, furnish supplies of water, collect all water rents or charges, and appoint necessary officers, employees, and agents.

(B) The Board may make such bylaws and rules as it determines to be necessary for the safe, economical, and efficient management and protection of such works, plants, and public utilities. These bylaws and rules, when not repugnant to municipal ordinances or to the constitution or laws of this state, shall have the same validity as ordinances.

(C) For the purpose of paying expenses of conducting and managing such waterworks, plants, and public utilities or making necessary additions thereto and extensions and repairs thereon, the Board may assess a water rent or charge of sufficient amount, and in such manner as it determines to be most equitable, upon all tenements and premises supplied therewith.

(D) The Board shall have the same powers and perform the same duties as are provided in Ohio R.C. §§ 743.01, 743.05 to 743.07, 743.10, 743.11, 743.18, 743.24, and 735.05 to 735.09, and all powers and duties relating to waterworks, and the Board shall have other duties as are prescribed by law or ordinance not inconsistent herewith.

(Ord. 18, 2006, passed 9-28-2006)

### **§ 50.16 CONDITIONS OF FURNISHING WATER SERVICE.**

Permit required for new service, tap-in and change of use:

(A) *Property has existing tap, no change in use and tap-in fee has been paid.*

(1) Water service shall be furnished by the village only upon written application filed with the Board of Public Affairs, and only in such manner and upon such terms and conditions as set forth elsewhere in this subchapter.

(2) In the application, each applicant shall assume full responsibility for the payment of all water charges and other charges incidental thereto, and the responsibility shall not be terminated until the Board of Public Affairs has received a formal notice in writing that the service no longer is desired and a final bill has been rendered by the village and paid in full by the applicant.

(3) Water service shall not be furnished to any applicant who is indebted to the village for water supplied, work done, materials furnished or penalties imposed, whether at the premises for which the application is made or at any other premises supplied by the village, until the indebtedness is paid in full.

(4) Upon written application and a service deposit filed with the Board of Public Affairs, the Board of Public Affairs shall proceed doing those things necessary for the furnishing of water service to the premises. In cases where more than one commercial or domestic premise is served by a single utility service, the village reserves the right to assess a service deposit proportionate to the number of multiple services provided. A service deposit will not be required of those property owners who move to another property in the city after having established a "good payment record" which shall consist of 12 consecutive months of non-delinquent payments.

(5) Any person who has paid a service deposit to the village may request the return of the deposit after a 12-month period with a good payment record. "Good payment record" means the account has had 12 consecutive months of non-delinquent payments. If a delinquency occurs before that 12-month period ends, then the service deposit will be held in escrow until a consecutive non-delinquent 12-month period is satisfied.

(B) *New tap-in required; new service.*

(1) In addition to the application for new service, a tap-in fee will be required for new services that have not previously paid a tap-in fee. The tap-in fee to be charged will be determined by the meter size.

(2) To determine the meter sizing, the BPA shall require the applicant to state the intended use, for example, residential (single-family, apartment or condominium with the number of units), commercial, industrial, or special use (fire protection, and the like) and the average daily and peak flows if needed. Using the equivalency factors based on the Ohio Environmental Protection Agency Guide where a single-family dwelling has an equivalency factor of 1 E.D.U. (or Equivalent Dwelling Unit) and the American Water Works Association (AWWA) Manual of Water Supply Practices M-1 Table 28-2 Equivalent Meter Factors which uses the AWWA Manual M6 Water Meters-Selection, Installation, Testing and Maintenance which states maximum meter flow capacity ratios, the BPA will determine tap size and charge using the following tables:

<i>Tap Size (Inches)</i> <i>3/4" = 1 EDU</i>	<i>x Multiplier</i>	<i>Charge</i>
3/4	x 1.00	\$3,100

1	x 1.67	\$5,177
1½	x 3.33	\$10,323
2	x 5.33	\$16,523
4	x 16.67	\$51,677
6	x 33.33	\$103,323
8	x 53.33	\$165,323

Where current tap-in fee for a standard household tap (3/4"=E.D.U.) is \$3,100. Once the meter size is determined, the BPA will determine if the current distribution system has adequate capacity to service the tap. If the system can provide adequate water, the BPA will authorize the connection to proceed. If not, refer to the section addressing inadequate water mains.

(C) *Change of use or water supply needs - existing service and tap-in fees paid.* When a customer changes his or her required EDU's, for example, when the owner adds apartment or condominium units or there is a change in the average daily or peak volume of water required, the property owner must notify the BPA.

(1) The BPA shall determine the additional service fees (multiples) and tap-in fees required and assess the need for increasing the tap size.

(2) The owner shall be required to pay the difference in fees between the existing services (multiples) and taps provided and the required new services and taps. In addition, if it is determined that a new tap size and meter is required to service the account, the BPA will determine if the main size is adequate to service the property and, if so, the BPA shall charge the difference between the existing tap size and the new tap size. All fees must be paid prior to the installation of a new tap and meter.

(3) The BPA may, at its discretion, analyze the average daily and peak flows of any property and if it determines that the current meter/tap cannot properly service and measure the usage to that property, the BPA shall inform the owner that a new tap and meter will be installed that properly measures usage. The owner of that property will be given adequate opportunity to take steps to reduce flows through conservation to levels that the existing tap and meter can service and measure and provide sufficient verification or to provide evidence that the service requirements fall within the capability of the tap and meter to service and accurately measure water flows. If, after review, it is determined by the BPA that a new meter and tap is required, the owner shall pay the difference in tap-in fees and install a new meter/tap.

(Ord. 18, 2006, passed 9-28-2006)

#### **§ 50.17 ANNUAL REVIEW OF FEES AND RATES.**

The Board of Public Affairs shall annually review all fees (service deposit, tap-in fee, turn on and turn off, inspection, testing, and the like), water rates and deposits required. The BPA shall, by Board action, pass and post current water rates and fees according to a determination of utility costs and expenses, making necessary additions thereto and extensions and repairs thereon.

(Ord. 18, 2006, passed 9-28-2006)

**§ 50.18 PENALTY FOR NONPAYMENT.**

(A) Meters shall be read monthly and the bill shall be rendered on the first day of the month of each calendar month. The bills are to be paid within 15 days after billing. A penalty of 20% will be added to bills not paid by the due date. In the event delinquency in payment continues for a period of 60 days after the first billing date, the water service billed for will be immediately discontinued and can only be resumed upon full payment of all delinquent water bills and penalties including the subsequent reconnect charge of \$50.

(B) The Board of Public Affairs will designate a bank to act as the collection agency at which payment for water services can be made. When a bill is presented for payment, the stub is stamped by the bank showing the date the payment is honored. The BPA will accept the date stamped by the bank or a postmark by the due date as the official date of payment. Any bill stamped or postmarked after the fifteenth day of the month will accrue the 20% penalty. Payments via night deposit cannot be honored until the next business day.

(C) In the event water distribution personnel are utilized to personally collect delinquent utility bills, in addition to the penalty charge noted in division (A), a collection charge of \$15 shall be assessed to the delinquent bill at the time of collection.

(Ord. 18, 2006, passed 9-28-2006)

**§ 50.19 VILLAGE'S REMEDIES FOR NONPAYMENT.**

(A) In the event of nonpayment, the BPA shall have the right to discontinue water service to the premises supplied by the village's waterworks system until the unpaid water charges have been paid in full.

(B) In the event utility service is discontinued to any residential or commercial account due to nonpayment of any utility bill, the village shall assess a \$50 reinstatement charge in advance of the time as the utility services are restored.

(C) The water utility charge levied by the BPA is made a lien upon the premises charged therewith and if the same is not paid within 60 days after it is due and payable, it shall be certified to the County Auditor so as to cause the charge to be collected at the next succeeding tax collection. The County Auditor shall place the same on the tax duplicate of the county with the interest and penalties allowed by law and it shall be collected as other taxes are collected.

(Ord. 18, 2006, passed 9-28-2006)

**§ 50.20 TEMPORARY WATER SERVICE; DEPOSIT.**

(A) Temporary water service may be acquired by contractors, builders, or others by written application filed with the BPA, at which time a deposit shall be made as follows:

<i>Outlet Size (Inches)</i>	<i>Cost</i>
-----------------------------	-------------



1 or less	
More than 1	

(B) The deposit shall be returned to the applicant at the termination of his or her usage less a fee for establishing water service, provided that all bills have been paid for the use of the water. If any damage occurs, the cost of repairing the same will be charged on a time and material basis and will be deducted from the original deposit.

(Ord. 18, 2006, passed 9-28-2006)

**§ 50.21 TEMPORARY DISCONTINUANCE OF WATER SERVICE.**

Once a service is established, the owner shall be billed monthly regardless of occupancy, until the time ownership of the property is transferred to the new owner, who will be obligated to establish a new service and account within 30 days of taking ownership of the property. An owner may temporarily request that the service be turned off and on and pay the turn-off and turn-on fees that are in effect at the time of the request. This temporary request shall in no way abrogate the requirement to pay the monthly charges.

(Ord. 18, 2006, passed 9-28-2006)

**§ 50.22 PRIVATE FIRE PROTECTION SERVICE.**

Private fire protection service taps through a sprinkler system or other type system shall be installed by the property owner at his or her expense. The tap of the water main and installation to the property line shall first be approved by the BPA in writing after plans have been submitted to the Board for the purposed installation.

(Ord. 18, 2006, passed 9-28-2006)

**§ 50.23 TAP SERVING MORE THAN ONE CONSUMER.**

The village reserves the right to furnish service to more than one consumer from the same tap, the tap to be sufficiently large to furnish water in volume as required by each and all consumers. Each consumer shall pay the regular tapping charge according to the size pipe line that shall be installed to his or her individual meter.

(Ord. 18, 2006, passed 9-28-2006)

**§ 50.24 DEPTH OF WATER MAIN.**

All water services shall be not less than 48 inches at all points from the finish grade.

(Ord. 18, 2006, passed 9-28-2006)

**§ 50.25 INSTALLATION OF WATER MAINS IN SANITARY SEWER DITCHES.**

Generally, design and installation shall be in accordance with Ohio EPA regulations. Pursuant to EPA requirements, water mains shall be installed with at least a ten-foot horizontal and 18-inch vertical separation from any sanitary sewers. The village also requires a five-foot horizontal

and 18-inch vertical separation from any storm sewer, measured from out-to-out. All installations of water mains will require that either the developer or the village to submit plans to the Ohio EPA and obtain a permit to install (PTI) prior to the installation of any water mains. The developer shall pay all permitting fees.

(Ord. 18, 2006, passed 9-28-2006)

#### **§ 50.26 MAINTENANCE OF WATER MAINS.**

(A) The village shall maintain all water mains and services from the mains to the shut-off valve. The consumer shall maintain the remainder of the water line to the point of consumption. Upon notification by the water utility of any leak, the consumer shall repair the leak within a reasonable time. Failure to do so shall be justification for the water utility to discontinue water service.

(B) The BPA shall have the right to maintain and repair existing water lines belonging to the village's water utility which are on private property.

(Ord. 18, 2006, passed 9-28-2006)

#### **§ 50.27 MAINTENANCE AND REPAIR OF FIRE HYDRANTS.**

The water utility shall maintain and repair all hydrants belonging to the village. All fire hydrants owned by private parties shall be maintained and repaired by the owners.

(Ord. 18, 2006, passed 9-28-2006)

#### **§ 50.28 METER RULES AND REGULATIONS.**

Each and every water service shall be provided with the proper size meter furnished by the Water Utility.

(A) *More than one customer on one service.* If more than one customer is supplied water from one main service, there shall be a separate shut-off valve installed on each individual service.

(B) *Accessibility.* All meters shall be installed in a suitable and accessible place. In case no suitable place for the meter can be found within the building served, an approved meter pit shall be furnished by the village for the meter installation. The applicant will pay for meter installation.

(C) *Meter shutoff.* All meters shall have a shut-off valve installed on each side of the meter and on all meters larger than one-inch, an approved bypass shall be installed. The bypass shall be sealed by the Water Utility. The seal shall not be removed except by Water Utility employees except by written approval of the Board of Public Affairs.

(D) *Inspections.* The village reserves the right of the Water Utility to make inspections or checks of installations at all reasonable hours. Refusal of inspection rights shall automatically be authority for discontinuance of service.

(E) *Tampering prohibited.* No person shall cut, break, tamper or remove any seal placed on a water meter, connection or bypass. Where any evidence of tampering with the seal, meter or its connections is found, service may be discontinued immediately at the discretion of the Board of

Public Affairs. Water service shall not be restored until an estimate of the water used has been paid in full.

(F) *Installation.* No meter shall be set and service turned on unless there is at least one adult at the place of service, such party to check all faucets and outlets for water and see that they are properly closed. The Water Utility will not be responsible for any damage incurred due to failure of the consumer to make such check.

(G) *Protection.* Meters shall be properly protected against hot water warping of the measuring chamber by check valves installed on hot water lines at the proper points by the property owner. Meters shall be properly protected against freezing by the property owner. If the water meter is damaged due to freezing or hot water blow back, a service charge shall be made and the repair or replacement costs of the meter will be charged to the property owner.

(H) *Removal of meter.* When service is discontinued and the meter removed, the Water Utility shall not be responsible for the draining of water lines, plumbing or fixtures.

(I) *Testing of meters.* Upon written request of a customer, and his or her agreement to pay all costs involved in testing, the Water Utility shall test the meter in question either at the place of consumption or at the Water Works. At least one adult customer shall be present when the test of the meter is made. Upon test, the meter shall register within plus or minus 2% for five-eighths inch to two-inch meters. Over two-inch meters shall register plus or minus 5%. However, if the meter is inaccurate under the above conditions, the water service charge shall be adjusted for the amount of overcharge and no charge for the testing of the meter shall be made. If the meter is found to be accurate according to the above standards, the customer shall pay a fee for the testing of the meter.

(Ord. 18, 2006, passed 9-28-2006)

#### **§ 50.29 CROSS CONNECTIONS AND BYPASSES.**

(A) No person shall make or install any type of cross connection between any source of private water supply and the supply furnished by the village through the Municipal Waterworks System. Upon written notice, the municipal supply may be discontinued until such cross connection is removed, and service will not be restored until the Board of Public Affairs approves the connections so changed.

(B) No person shall install a bypass where water may be used without passing through the meter.

(C) No person shall install a section of pipe between meter connections in place of the meter. If such section of pipe is found installed without permission, water service shall be discontinued immediately.

(Ord. 18, 2006, passed 9-28-2006)

#### **§ 50.30 INJURING, DEFACING WATERWORKS.**

No person shall tamper with, mar, deface, injure, break or obstruct the use of any machinery, pipe, hydrant, valve, plug, storage facility or other fixture or part of the Waterworks System.

(Ord. 18, 2006, passed 9-28-2006) Penalty, see § 50.99

**§ 50.31 UNLAWFULLY TURNING WATER ON OR TAKING WATER.**

No person, not duly authorized, shall turn on or cause to flow the water from any hydrant, valve, plug or other fixture of any waterworks, when the hydrant, valve, plug or other fixture is lawfully placed in any street or alley or elsewhere in the city. This provision shall not apply when water is turned on for the purpose of preventing damage by fire.

(Ord. 18, 2006, passed 9-28-2006) Penalty, see § 50.99

**§ 50.32 TAP-IN FEE.**

(A) No person shall make a service connection to the village's water system or any part thereof, unless a permit to do so has been issued by the Board of Public Affairs.

(B) Water system tap-in fees shall be deposited into the Water Fund.

(C) The tap-in fees will be evaluated and updated annually.

(Ord. 18, 2006, passed 9-28-2006) Penalty, see § 50.99

**§ 50.33 CONTRACTS; TRUNK WATER LINE CAPACITY.**

The Board of Public Affairs may enter into a contract with a developer of property whereby the BPA agrees to pay the cost of trunk water line capacity beyond that capacity needed to properly serve the area of development.

(Ord. 18, 2006, passed 9-28-2006)

**§ 50.34 WATER MAIN EXTENSIONS.**

(A) Water mains may be extended upon approval by the Board of Public Affairs by:

(1) A private owner (or a developer) to serve a new real estate subdivision within the corporate limits provided the subdivision and its plan has been submitted to all planning agencies and approvals have been obtained and that adequate mains are available to service the extension.

(a) The owner or developer shall reimburse the Board of Public Affairs for all costs incurred by the Board for plan review and inspection. The plan review/inspection shall be a minimum of \$750 and is required from the owner or developer at the time of application for a permit to extend water mains. When final construction approval has been granted by the BPA, the BPA will calculate actual costs for review and inspection and the developer will pay either the greater of \$750 or the actual costs. The developer or owner will be billed and shall have 30 days to remit payment.

(b) The BPA shall determine the extent of village inspection required up to and including full-time inspection and inform the developer of these costs. The developer or owner will be responsible for reimbursing the BPA for these inspection charges.

(c) The developer or owner will be responsible for obtaining all permits and paying all permit fees.

(d) The developer or owner will in addition to obtaining plan approval by the BPA, will submit plans to the Ohio Environmental Protection Agency (OEPA) and obtain a permit to install (PTI).

(e) The developer or owner shall be required to post a bond covering materials, workmanship, and excessive corrosion (five years) for the warranty period (five years on corrosion) of at least one year to cover the cost of any repairs due to defective materials, workmanship, and corrosion that may be discovered.

(f) All new water mains and appurtenances shall meet the specifications adopted as standard by the village for construction and installation of same. At a minimum, the main size is six inches.

(g) If water mains are determined to be inadequate to service the proposed extension, the BPA will inform the owner or developer that they cannot install the extension at this time or until such time as necessary improvements to the system have been installed. The owner or developer may at his or her own expense (with the approval of the BPA) extend a water main to a point on the existing system that the BPA has determined to have adequate capacity to serve the new extension and its associated services.

(2) A group of property owners in a currently unserved area of the village provided they petition the village.

(a) The property owners requesting a service extension shall file a petition signed by at least 51% of the owners in the proposed service area.

(b) The proposed service area is contiguous.

(c) The owners signing the petition obligate themselves to the provisions of the Ohio Revised Code regarding assessments to cover the cost of the line extension and agree to pay the required service fees and tap-in charges.

(3) The Board of Public Affairs in order to protect the public health, safety and welfare of the citizens of the village.

(B) In all cases, the following will apply unless an item in division (A) overrides:

(1) It is hereby determined that the entire cost, less any cost hereinafter excepted, of any water main extension, valves, fire hydrants (which are furnished by the village) and necessary appurtenances granted by the Board of Public Affairs shall be levied and assessed upon the lots and lands bounding and abutting upon the water main extension in proportion to the front footage or benefits received, as may be determined by the BPA, or by both proportions or benefits.

(2) The cost of any water main extension included within an intersection of streets, as determined by street right-of-way lines or extensions thereof shall be paid by the village or as may be otherwise determined by the BPA. The additional cost of any water mains, valves and necessary appurtenances larger than six inches in diameter may be paid from water funds if the BPA determines there exists a benefit to the system as a whole.

(3) A private party may construct a main extension to the municipal water system upon submitting plans and specifications to the Board of Public Affairs of the proposed construction, and receiving an approval from the Board of Public Affairs for the construction. The main extension shall be under the direct supervision and inspection of the Board of Public Affairs or its designated representative, and the supervisor shall be paid by the party constructing the new main extension.

(4) The Board of Public Affairs, one year after the written acceptance by the BPA of the main so constructed, shall accept the main extension as part of the distribution system of water of the village. It shall be free of all indebtedness of construction before the acceptance by ordinance.

(5) Upon the acceptance by ordinance, the Board of Public Affairs shall have full jurisdiction of ownership, usage, relocation, repair and maintenance of the main extension and it shall be used the same as any and all parts of the distribution system heretofore constructed.

(6) In addition to the assessed cost of installation of a waterline extension, any person or private party wishing to tap-in to the extended line must submit a written application to the Board of Public Affairs for a tap-in permit and be subject to the terms and conditions of the application and pay the tap-in fee.

(Ord. 18, 2006, passed 9-28-2006)

#### **§ 50.35 DECLARATION OF WATER EMERGENCY.**

(A) The Board of Public Affairs shall have the authority to declare a water emergency whenever it determines that the village's water supply is at a dangerously low level from either severe water conditions, drought, or unusually high demand or to preserve the health, safety and welfare of the residents of the village, and to continue to provide fire safety to the village and its occupants.

(B) The provisions of this section shall apply to all persons using water both inside and outside the village, and regardless of whether any person using water has a contract for water service with the village.

(C) The Board of Public Affairs is authorized to establish the uses that shall be limited or prohibited, including, but not limited to the following:

(1) The sprinkling, watering or irrigation of shrubbery, trees, lawns, grass, ground covers, plants, vines, gardens, vegetables, flowers or any other vegetation;

(2) The washing of automobiles, trucks, trailers, boats or any other kind of motor vehicle or mobile equipment;

(3) The washing of sidewalks, driveways or other outside surfaces;

(4) The washing and cleaning of any business or industrial equipment and machinery;

(5) Swimming and wading pools not employing a filter or recirculation system or other pools as required;

(6) Business and industrial uses.

(D) No person shall fail to comply with the orders of the Board of Public Affairs issued pursuant to this section.

(Ord. 18, 2006, passed 9-28-2006) Penalty, see § 50.99

**§ 50.36 BACKFLOW PREVENTION AND CROSS-CONNECTION CONTROL.**

There is hereby adopted by the village, for the purpose of preventing backflow and providing cross connection control in the public water system, Rules 3745-95-01 through 3745-95-08 of the Ohio Environmental Protection Agency Rules and Regulations for Public Water Systems, as were effective November 26, 1980, except that "Director" as defined in Rule 3745-95-01 (K) and "supplier of water" as defined in Rules 3745-95-01 (W) shall mean the Board of Public Affairs and, further provide that "public water system" as defined in Rule 3745-95-01 (T) shall mean the Village of Marblehead's public water system.

(Ord. 18, 2006, passed 9-28-2006)

**§ 50.37 RESOLUTION OF CONFLICTS BETWEEN THIS SUBCHAPTER AND PREVIOUS BOARD ACTIONS.**

From time to time, the BPA may be made aware of conflicts arising in policy and procedure that result from this action and previous Board actions. When such conflicts arise, the BPA has authority by Board action, to resolve these under the powers granted to a Board of Public Affairs by the Ohio Revised Code. The Board will in due course take appropriate action and resolve them.

(Ord. 18, 2006, passed 9-28-2006)

**§ 50.99 PENALTY.**

A violation of this chapter shall carry a maximum penalty of \$100 and each violation shall be classified as a separate offense.

(Ord. 18, 2006, passed 9-28-2006)

**Public Water System  
Consumer Confidence Report  
Template**



**Ohio Environmental Protection Agency  
Division of Drinking and Ground Waters**

**May 2013**



# The Village of Marblehead Drinking Water Consumer Confidence Report For 2013

The Village of Marblehead public water system has prepared the following report to provide information to you, the consumer, on the quality of our drinking water. Included within this report is general health information, water quality test results, how to participate in decisions concerning your drinking water and water system contacts.

The Village of Marblehead public water system uses surface water drawn from an intake placed 575 feet out from shore in Lake Erie.

Protecting our source water from contamination is the responsibility of all area residents. Please dispose of hazardous chemicals in the proper manner and report polluters to the appropriate authorities. Only by working together can we ensure an adequate safe supply of water for future generations.

The Village of Marblehead public water system also has an emergency backup connection with the Ottawa County Regional Water System. During 2013 we did not use this connection.

## Source Water Protection.

The Village of Marblehead's public water system treats the water to meet drinking water quality standards, but no single treatment technique can address all potential contaminants. The potential for water quality impacts can be further decreased by implementing measures to protect Lake Erie.

For the purpose of source water assessments, in Ohio all surface waters are considered to be susceptible to contamination. By their nature, surface waters are readily accessible and can be contaminated by chemicals and pathogens which may rapidly arrive at the public drinking water intake with little warning or time to prepare. The Village of Marblehead's drinking water source protection area contains potential contaminant sources such as municipal sewage treatment plants, industrial wastewater, and home sewage disposal systems discharges, air contaminant deposition, combined sewer overflows, runoff from residential, agricultural and urban areas, and mining operations, as well as accidental releases and spills, especially from commercial shipping operations and recreational boating. More detailed information is provided in the Village of Marblehead's Drinking Water Source Assessment report, which can be obtained by calling Matthew Berry at 419-798-5836

## What are the sources of contamination to drinking water?

The sources of drinking water both tap water and bottled waters include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally-occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity.

Contaminants that may be present in source water, include: (A) Microbial contaminants, such as viruses and bacteria, which may come from sewage treatment plants, septic systems, agricultural livestock operations and wildlife; (B) Inorganic contaminants, such as salts and metals, which can be naturally-occurring or result from urban storm water runoff, industrial or domestic wastewater discharges, oil and gas production, mining, or farming; (C) Pesticides and herbicides, which may come from a variety of sources such as agriculture, urban storm water runoff, and residential uses; (D) Organic chemical contaminants, including synthetic and volatile organic chemicals, which are by-products of industrial processes and petroleum production, and can also come from gas stations, urban storm water runoff, and septic systems; (E) radioactive contaminants, which can be naturally-occurring or be the result of oil and gas production and mining activities.

In order to ensure that tap water is safe to drink, USEPA prescribes regulations which limit the amount of certain contaminants in water provided by public water systems. FDA regulations establish limits for contaminants in bottled water which must provide the same protection for public health.

Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the Environmental Protection Agency's Safe Drinking Water Hotline (1-800-426-4791).

## Who needs to take special precautions?

Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infection. These people

should seek advice about drinking water from their health care providers. EPA/CDC guidelines on appropriate means to lessen the risk of infection by *Cryptosporidium* and other microbial contaminants are available from the Safe Drinking Water Hotline (1-800-426-4791).

### About your drinking water.

The EPA requires regular sampling to ensure drinking water safety. The Village of Marblehead public water system conducted sampling for {bacteria; inorganic; radiological; synthetic organic; volatile organic} contaminants during 2013. Samples were collected for approximately 60 different contaminants most of which were not detected in the Village of Marblehead water supply. The Ohio EPA requires us to monitor for some contaminants less than once per year because the concentrations of these contaminants do not change frequently. Some of our data, though accurate, are more than a year old.

**We have a current, unconditional license to operate our water system.**

Listed below is information on those contaminants that were found in the Village of Marblehead drinking water.

Contaminants (Units)	MCLG	MCL	Level Found	Range of Detections	Violation	Sample Year	Typical Source of Contaminants
<b>Inorganic Contaminants</b>							
Copper	AL=1.3 mg/l	AL=1.35 mg/l	.15mg/l	N/A	N	2012	Corrosion of household plumbing; erosion of natural deposits; leaching from wood preservatives
Lcad	0 mg/l	AL=15 ug/l	5.7 ug/l	N/A	N	2012	Corrosion of household plumbing; erosion of natural deposits
Nitrate	10 mg/l	10 mg/l	2.10 mg/l	0.11 mg/l to 2.10 mg/l	N	2013	Runoff from fertilizer use; leaching from septic tanks, sewage; erosion of natural deposits
<b>Volatile Organic Contaminants</b>							
Total-Trihalomethanes	N/A	80 ug/l	55.8 ug/l	31.5 ug/l to 55.8 ug/l	N	2013	By-product of drinking water chlorination
Haloacetic Acids	N/A	60 ug/l	23.8 ug/l	6.0ug/l to 23.8 ug/l	N	2013	By-product of drinking water chlorination
<b>IDSE Volatile Organic Contaminants</b>							
IDSE Total-Trihalomethanes	N/A	N/A	N/A	20.8 ug/l to 29.8 ug/l	N	2009	By-product of drinking water chlorination
IDSE Haloacetic Acids	N/A	N/A	N/A	12.8 ug/l to 16.4 ug/l	N	2009	By-product of drinking water chlorination
<b>Bacteriological Contaminants</b>							
Turbidity	N/A	TT NTU	.34 NTU	.03 to .34 NTU	N	2013	Soil runoff
Turbidity (% meeting standard)	N/A	TT	N/A	99%	N	2013	
Total Organic Carbon	TT	TT	2.67	1.76 to 2.67	N	2013	Naturally present in the environment
<b>Residual Disinfectants</b>							
Chlorine	MRDLG = 4 mg/l	MRDL = 4 mg/l	2.37 mg/l	0.84 mg/l to 2.37 mg/l	N	2013	Water additive used to control microbes

### TOC

The value reported under "Level Found" for **Total Organic Carbon (TOC)** is the lowest ratio between the percentage of TOC actually removed to the percentage of TOC required to be removed. A value of greater than one (1) indicates that the water system is in compliance with TOC removal requirements. A value less than one (1) indicates a violation of the TOC removal requirements.

### **Turbidity**

Turbidity is a measure of the cloudiness of water and is an indication of the effectiveness of our filtration system. The turbidity limit set by the EPA is {0.3 NTU) in 95% of the daily samples and shall not exceed 5 NTU at any time. As reported above the Village of Marblehead public water supply=s highest recorded turbidity result for 2013 was .34 NTU and lowest monthly percentage of samples meeting the turbidity limits was 99%

### **Lead**

If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. The Village of Marblehead public water system is responsible for providing high quality drinking water, but cannot control the variety of materials used in plumbing components. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to 2 minutes before using water for drinking or cooking. If you are concerned about lead in your water, you may wish to have your water tested. A list of laboratories certified in the State of Ohio to test for lead may be found at <http://www.epa.ohio.gov/ddagw> or by calling 614-644-2752. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline at 800-426-4791 or at <http://www.epa.gov/safewater/lead>.

### **IDSE**

Under the stage 2 disinfectants/ Disinfection Byproducts Rule (D/DBRP), our public water system was required by USEPA to conduct an evaluation of our distribution system. This is known as an Initial Distribution System Evaluation (IDSE), and is intended to identify locations in our distribution system with elevated disinfection byproduct concentrations. The locations selected for IDSE may be used for compliance monitoring under Stage 2 DBRP, beginning in 2013. Disinfection byproducts are the result of providing continuous disinfection of your drinking water and from when disinfectants combine with organic matter naturally occurring in the source water. Disinfection byproducts are grouped into two categories, Total Trihalomethanes (TTHM) and Haloacetic Acid (HAA5). USEPA sets standards for controlling the levels of disinfectants and disinfectant byproducts in drinking water, including both THMs and HAAs

### **How do I participate in decisions concerning my drinking water?**

Public participation and comment are encouraged at regular meetings of The Village of Marblehead Board of Public Affairs which meets the 2<sup>nd</sup> Tuesday of each month at the Water Treatment Plant. The meetings start at 7:00 PM. For more information on your drinking water, contact Matthew Berry. at (419) 798 -5836.

### **Definitions of some terms contained within this report.**

**Maximum Contaminant Level Goal (MCLG):** The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety.

**Maximum Contaminant Level (MCL):** The highest level of contaminant that is allowed in drinking water. MCLs are set as close to the MCLGs as feasible using the best available treatment technology.

MCL=S are set at very stringent levels. To understand the possible health effects described for many regulated contaminants, a person would have to drink 2 liters of water every day at the MCL level for a lifetime to have a one-in-a-million chance of having the described health effect.

**Parts per Million (ppm) or Milligrams per Liter (mg/L)** are units of measure for concentration of a contaminant. A part per million corresponds to one second in a little over 11.5 days.

**Parts per Billion (ppb) or Micrograms per Liter (ug/L)** are units of measure for concentration of a contaminant. A part per billion corresponds to one second in 31.7 years.

**Pico curies per Liter (PCi/L)** are units of measure for radioactivity in water.

**Action Level (AL):** The concentration of a contaminant which, if exceeded, triggers treatment or other requirements which a water system must follow.

**Treatment Technique (TT):** A required process intended to reduce the level of a contaminant in drinking water.

**Non-Detects (N/D):** Laboratory analysis indicates that the contaminant is not present.

**Nephelometric Turbidity Units (NTU):** Nephelometric turbidity unit is a measure of clarity of water. Turbidity in excess of 5NTU is just noticeable to the average person.

**Maximum Residual Disinfectant Level (MRDL)** The highest residual disinfectant level allowed.

**Maximum Residual Disinfectant Level Goal (MRDLG)** The level of residual disinfectant below which there is no known or expected risk to health.

**IDSE: Initial Distribution System Evaluation.**

**In order to maintain a safe and dependable water supply we sometimes need to make improvements that will benefit all of our customers. These improvements are sometimes reflected as rate structure adjustments. Thank you for understanding.**

**Please share this report with renters or others who may not have gotten one. If you need more copies, please call 419-798-5836.**

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## 8.4 ISO DOCUMENTATION

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**INSURANCE SERVICES OFFICE, INC.**

4 EYES DRIVE SUITE 200 MARLTON, NJ 08053 (856) 985-5600 FAX (856) 985-8464

August 15, 2000

Honorable Steve Plotner, Mayor  
513 West Main Street  
Marblehead, OH 43440

Dear Mayor Plotner:

We wish to thank you, Chief Jim Lukac, Water Superintendent Bob Biers, and others for the cooperation given to our representative during our recent survey. We have completed our evaluation of the public protection classification for your village and advise that the protection class has improved to Class 5.

Formerly Class 6 applied. The new classification may result in a decrease in the property insurance premium calculations for many insured properties within the village. The new classification will be effective November 1, 2000.

The Class 5 classification applies to properties inside the village within a 1,000 feet of a fire hydrant, five (5) road miles of the fire station and with a needed fire flow of 3500 gpm or less. The private and public protection at properties with larger needed fire flows are individually evaluated, and may vary from the village classification.

The purpose of our visit was to gather information needed to determine a public protection classification which may be used to develop property insurance calculations. This survey was not conducted for property loss prevention or life safety purposes and no life safety or property loss prevention recommendations will be made.

We are attaching copies of our Grading Sheet and the results of the hydrant flow test witnessed during our survey.

If you have any questions concerning the new classification, please let us know.

Very truly yours,

*Public Protection Dept.*  
(856)-985-5600 Ext. 403

Enclosures

/jhc

cc: Chief Jim Lukac  
Mr. Bob Biers, Water Superintendent

**GRADING SHEET  
FOR  
MARBLEHEAD (OTTAWA CO.), OH**

Public Protection Class: 5

Surveyed: March 3, 2000

<u>Feature</u>	<u>Credit Assigned</u>	<u>Maximum Credit</u>
Receiving & Handling Fire Alarms	06.71%	10.00%
Fire Department	22.93	50.00%
Water Supply	24.55	40.00%
*Divergence	-3.11	
<b>Total Credit</b>	<b>51.08%</b>	<b>100.00%</b>

The Public Protection Class is based on the total percentage credit as follows:

<u>Class</u>	<u>%</u>
1	90.00 or more
2	80.00 to 89.99
3	70.00 to 79.99
4	60.00 to 69.99
5	50.00 to 59.99
6	40.00 to 49.99
7	30.00 to 39.99
8	20.00 to 29.99
9	10.00 to 19.99
10	0 to 9.99

\*Divergence is a reduction in credit to reflect a difference in the relative credits for Fire Department and Water Supply.

The above classification has been developed for use in property insurance premium calculations only.

# HYDRANT FLOW DATA SUMMARY

CITY: MARBLEHEAD STATE: OH ZIP: 43440 WITNESSED BY: Insurance Services Office DATE: MARCH 3, 2008  
 COUNTY: OTTAWA

TEST NO.	TYPE DIST.	TEST LOCATION	SERVICES	FLOW - GPM		PRESSURE PSI		FLOW AT 20 PSI		REMARKS
				INDIVIDUAL HYDRANTS	TOTAL	STATIC	RESID.	REQUIRED **	AVAIL.	
1	Comm	Rte. 163 of Lake Breeze 2 <sup>nd</sup> Hydrant South	I	920	920	82	40	2250	1100	OK
2	Comm	West Main of Alexander Pike 2 <sup>nd</sup> Hydrant East	I	1090	1090	74	50	3000	1700	OK
3	Res	Lakeview of Stone Street 1 <sup>st</sup> Hydrant West	I	1060	1060	73	46	1000	1500	OK
4	Comm	Perry & Prairie	I	1060	1060	70	58	1250	2300	OK
5	Comm	Rte. 163 @ Point Falls Caudos	I	840	840	72	24	2250	900	OK

THE ABOVE LISTED TESTED TEST SHOWS ARE FOR PROPERTY INSURANCE ESTIMATION CALCULATIONS ONLY AND ARE NOT INTENDED TO PRESENT THE MAXIMUM AMOUNT OF WATER REQUIRED FOR A LARGE SCALE FIRE CONSUMPTION. THE AVAILABLE FLOWS ONLY INDICATE THE CONDITIONS THAT EXISTED AT THE TIME AND AT THE LOCATION WHERE TESTS WERE WITNESSED.

\* Comm = Commercial; Res = Residential  
 \*\* Needed in the rate of flow for a specific duration for a full credit condition. Needed Fire Flows greater than 3,500 gpm are not considered in determining the classification of the city when using the Fire Suppression Rating Schedule.





## 8.5 LETTERS FROM INSURANCE AGENTS

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## 8.6 PROPOSED WATER MAIN SERVICE MAP

This appendix section contains a general layout of the proposed water line.

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**SANDUSKY BAY**

**JOHNSONS ISLAND**



12" WATERMAIN ~ 4,000'  
 10" WATERMAIN ~ 20,225'  
 HYDRANTS ~ 42

- PROPOSED FIRE HYDRANT
- PROPOSED WATER MAIN
- EXISTING SANITARY SEWER
- - - EXISTING ELECTRIC LINE

P.S. EXISTING SANITARY  
 PUMP STATION

**PROPOSED WATER MAIN SERVICE**  
 JOHNSONS ISLAND  
 THE VILLAGE OF MARBLEHEAD, OHIO  
 NOVEMBER 2014