TOLEDO/BEDFORD TOWNSHIP/MONROE COUNTY/
RESIDENTIAL WATER AGREEMENT
FOR JACKMAN ROAD RESIDENTS

This Agreement is made and entered into as of this ____ day of
________, 2004, by and between the City of Toledo, Ohio, hereinafter referred to
as “Toledo”, acting through its Mayor and Director of Public Utilities, Bedford Township,
hereinafter referred to as “Bedford”, acting through its Township Supervisor and Township Clerk,
the County of Monroe, Michigan, and South County Water System, hereinafter referred to as
“Monroe County”, acting through the County Drain Commissioner, and Martin and Laura Extejt,
Marion Huff, Jeffery and Laura Buehrer, Mary Ann Root, James Barber and Melissa Reed,
Michael and Priscilla Finkenbiner, Deanna and Douglas Berner, Susan Seibert, and Shari Parker,
hereinafter referred to as “the Residents”.

WHEREAS, on October 17, 1969, Toledo and Monroe County entered into an agreement
under which Toledo agreed to supply portions of Monroe County with surplus and water; and

WHEREAS, the Residents are in need of a connection to a centralized water system to
upgrade their properties which are respectively located at 6232 Jackman Road, 6210 Jackman
Road, 6200 Jackman Road, 6233 Jackman Road, 6251 Jackman Road, 6261 Jackman Road, 6281
Jackman Road, 6271 Jackman Road and 6315 Jackman Road, in Bedford Township, Michigan
within the Monroe County water district, further described by the attached legal descriptions
attached hereto as Exhibit A; and

WHEREAS, Bedford anticipates expansion of its present centralized water system at some
point in the future; and

WHEREAS, the Residents have requested a temporary accommodation tap into Toledo
water lines adjacent to the state line until such time as Bedford and/or Monroe County constructs
its own water system to the residential property; and

WHEREAS, Monroe County has the authority without endorsement to authorize the
installation of the water connections within the right of way; and

WHEREAS, Toledo, Bedford and Monroe County have agreed to permit the temporary
accommodation taps as authorized by Ordinance No. __________ passed by Toledo City Council
on ____________________, a Resolution passed by the Township Board of Bedford on
______________________, and the continuing authority of the County Drain Commissioner
to act for Monroe County;
NOW THEREFORE, in consideration of the mutual promises and covenants herein contained and the performance thereof, it is agreed by and between the parties as follows:

SECTION 1. TEMPORARY ACCOMMODATION TAP

The parties agree that the Residents are authorized, at their own cost, to construct and maintain temporary accommodation water taps to serve their residential properties further described in Exhibit A, in Bedford Township, Michigan by connecting said properties to existing Toledo water lines at a location approved by Toledo. The water connections to the Toledo system shall be metered and shall benefit only the residential properties described in Exhibit A. The water lines and all appurtenances shall meet all specifications and requirements as set forth in Toledo’s Department of Public Utilities Rules and Regulations as may be amended from time to time.

SECTION 2. AUTHORITY

Monroe County certifies and represents to the Residents that it has the authority necessary to allow the construction of the water connections within the right of way and that no other consents from adjoining property owners or any other entity, other than Toledo, is necessary to install the water connections from a point in the City of Toledo through the right of way and then connecting with taps at the Residents' properties described on Exhibit A. Monroe County requires the taps, lines and other connection facilities to be placed within the residential properties to the extent possible, and then enter the right of way and extend along the right of way the shortest distance possible to the City of Toledo. The precise location of said taps, lines and other connection facilities shall be subject to the approval by the County Drain Commissioner and the Monroe County Board of Road Commissioners.

SECTION 3. RATES

Toledo and the Residents agree that Toledo shall be reimbursed for Toledo water through the temporary accommodation tap at a rate equal to the metered volume multiplied by the first block rate charged to consumers within Toledo as specified in Toledo Municipal Code section 933.02(a)(1) plus a surcharge of one hundred percent (100%).
SECTION 4. BILLING

Toledo shall read the meter measuring the water taken from its system and shall bill the Residents at the same intervals applied to other like customers within the City of Toledo. All parties to this Agreement shall have unrestricted access to the Residents’ water meters at all times for purposes of inspecting the metering equipment and taking meter reads.

SECTION 5. MONROE COUNTY WATER LINE

Upon construction of water lines by Bedford and/or Monroe County capable of serving any or all of the residential properties described in Exhibit A in Bedford Township, Michigan, the affected Residents, at their own cost, shall have one hundred twenty (120) days to connect their properties to the new system. Upon disconnection of all the residential properties from the Toledo system, this Agreement shall terminate.

SECTION 6. ASSIGNMENT

This Agreement may not be assigned by the Residents without the written consent of all parties.

SECTION 7. CONFLICT

To the extent this Agreement conflicts with any other agreements between the parties with respect to the subject matter of this Agreement, the terms and conditions in this Agreement shall control and supersede such other conflicting terms during the life of this Agreement.

SECTION 8. TERM

The term of this Agreement shall be for a period of ten years from the date first listed above unless terminated earlier by the mutual agreement of the parties or disconnection from the Toledo system as specified in Section 5. The term may be extended upon the mutual agreement of all of the parties.

SECTION 9. MONROE COUNTY WITHOUT ENDORSEMENT

The Residents will indemnify and hold harmless Bedford, Monroe County, and its County Drain Commissioner for all events, torts and damages arising from the providing of water service by Toledo to the Residents’ property and not occasioned by the actions of Bedford, Monroe County and/or its Drain Commissioner.
IN WITNESS WHEREOF, Toledo, Bedford, Monroe County and the Residents have caused this Agreement to be executed as of the date first written above.

CITY OF TOLEDO
Date:____________________

Jack Ford,
Mayor

APPROVED AS TO CONTENT:
Date:____________________

Director of Public Utilities

APPROVED AS TO FORM:
Date:____________________

Director of Law

BEDFORD TOWNSHIP
Date:____________________

R. LaMar Frederick,
Bedford Township Supervisor

Robert Schockman,
Bedford Township Clerk

COUNTY OF MONROE, MICHIGAN
Date:____________________

By:_______________________

Monroe County Drain Commissioner
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<tr>
<th>Date:</th>
<th>RESIDENTS</th>
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<td>Susan Seibert</td>
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<td>Shari Parker</td>
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EXHIBIT A

 Parcel No. 02 103 008 10
 Property Address: 6232 Jackman Road
 Owner: Martin and Laura Extejt

SEC 3 FRL T9S R7E 3.013 ACRES COM @ INT OF W LI OF SEC WITH MICH-OHIO LINE N 0D 13M W 73.78 FT & N 0D 35M W 167.22 FT TO A TRUE POB TH N 0D 35M W 350 FT TH N 89D 25M E 375 FT TH S 0D 35M E 350 FT TH S 89D 25M W 375 FT TO POB.
EXHIBIT A

Parcel No. 02 103 009 00

Property Address: 6210 Jackman Road

Owner: Marion Huff

SEC 3 FRL T9S R7E .546 ACRE COM @ A PT ON C/L OF JACKMAN RD
73.78 FT N 0D 13M W & 31.22 FT N 0D 35M W FR INT OF C/L OF SD RD
WITH STATE LI TH N 0D 35M W 136 FT TH N 89D 25M E 208 FT TH S 0D
35M E 136 FT TH S 89D 25M W 208 FT TO POB.
EXHIBIT A

Parcel No. 02 103 010 00
Property Address: 6200 Jackman Road
Owner: Jeffery and Laura Buehrer

SEC 3 FRL T9S R7E .46 ACRE M/L COM @ INT OF C/L OF JACkMAN RD
WITH OHIO-MICH STATE LI TH N 0D 13M W 73.78 FT TH N 0D 35M W
31.22 FT TH N 89D 25M E 208 FT TH S 0D 35M E TO STATE LI TH SLY
ALG STATE LI TO POB.
EXHIBIT A

Parcel No. 02 104 010 10
Property Address: 6251 Jackman Road
Owner: James Barber and Melissa Reed

SEC 4 T9S R7E .4017 ACRE COM 738.7 FT N 0D 23M 19S W FROM E 1/4 COR FRAC SEC 4 POB TH S 89D 36M 41S W 200 FT TH N 0D 23M 19S W 87.5 FT TH N 89D 36M 41S E 200 FT TH S 0D 23M 19S E 87.5 FT TO POB.
EXHIBIT A

Parcel No. 02 104 010 20
Property Address: 6261 Jackman Road
Owner: Michael and Priscilla Finkenbiner

SEC 4 T9S R7E .4017 ACRE COM 826.2 FT N 0D 23M 19S W FROM E 1/4 COR FRAC SEC 4 TH S 89D 36M 41S W 200 FT TH N 0D 23M 19S W 87.5 FT TH N 89D 36M 41S E 200 FT TH S 0D 23M 19S E 87.5 FT TO POB.
EXHIBIT A

Parcel No. 02 104 010 00

Property Address: 6233 Jackman Road

Owner: Mary Ann Root

SEC 4 FRL T9S R7E 1.37 ACRES M/L COM 364.7 FT N 0D 19M 15S W
FROM E 1/4 COR SD SEC TH CONT N 0D 19M 15S W 374 FT TH S 89D 40M
45S W 200 FT TH S 0D 19M 15S E 204.16 FT TH S 46D 9M 27S E 243.18 FT
TH S 89D 23M 28S E 25.56 FT TO POB.
EXHIBIT A

Parcel No. 02 104 011 00
Property Address: 6281 Jackman Road
Owner: Douglas and Deanna M. Berner

SEC 4 FRL T9S R7E .4 ACRE COM 1001.2 FT N 0D 23M 19S W OF E 1/4
COR SD SEC TH S 89D 36M 41S W 200 FT TH N 0D 23M 19S W 87.5 FT TH
N 89D 36M 41S E 200 FT TH S 0D 23M 19S E 87.5 FT TO POB.
EXHIBIT A

Parcel No. 02 104 011 10
Property Address: 6271 Jackman Road
Owner: Susan Seibert

SEC 4 T9S R7E .4017 ACRE COM 913.7 FT N 0D 23M 19S W FROM E 1/4 COR FRAC SEC 4 TH S 89D 36M 41S W 200 FT TH N 0D 23M 19S W 87.5 FT TH N 89D 36M 41S E 200 FT TH S 0D 23M 19S E 87.5 FT TO POB.