SUPPLEMENTAL WATER AGREEMENT

THIS SUPPLEMENTAL AGREEMENT made this 6th day of January, 1993, by and between the City of Toledo, Ohio, a municipal corporation, hereafter "Toledo", acting through its City Manager and Director of Public Utilities, and the City of Perrysburg, Ohio, a municipal corporation, hereafter "Perrysburg", acting through its Mayor and Municipal Clerk.

WITNESSETH:

WHEREAS, Toledo has for many years been supplying surplus water to the City of Perrysburg, in accordance with the Toledo Municipal Code, and a certain contract dated December 10, 1987, (the "Main Agreement"); and

WHEREAS, Toledo and Perrysburg have entered into a contract for a Joint Economic Development Zone (JEDZ) by Contract dated 6 January, 1993; and

WHEREAS, as the result of the JEDZ there is a need for a water supply to adequately serve the future customers of Perrysburg; and

WHEREAS, it is necessary to supplement the terms of the Main Agreement to provide for water service to the JEDZ; and

WHEREAS, Toledo has surplus water to dispose of and is willing to sell the same, subject to the terms and conditions herein provided; and

WHEREAS, Perrysburg desires to contract for a supply of water upon such terms and conditions; and

WHEREAS, the Council of the City of Toledo, did, on the 29th day of September, 1992, duly enact Ordinance No. 674-92 of said City, authorizing and empowering the City Manager to enter into a contract on behalf of Toledo with
Perrysburg for the furnishing of surplus water to Perrysburg from the water supply system of Toledo;

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained and the performance hereof, it is agreed by and between Toledo and Perrysburg, as follows:

SECTION 1. DEFINITIONS.

(A) "Supplemental Water Districts" shall mean the territories consisting of and limited to the areas described in Exhibit "A" and graphically shown in Exhibit "B" attached hereto, and both made a part hereof. All territory within the Perrysburg Water District as defined in the Main Agreement shall continue to be served pursuant to the Main Agreement.

(B) "Master Meter" shall mean all meters owned by the City of Perrysburg for the purpose of measuring the volume of water received from Toledo.

SECTION 2. EFFECT OF SUPPLEMENT.

All provisions of the Main Agreement between Toledo and Perrysburg, as modified by this Supplemental Water Agreement, shall remain in full force and effect.

SECTION 3. PURPOSE OF AGREEMENT.

The purpose of this agreement is to establish the terms and conditions under which Toledo will sell and deliver water of such quality as will be satisfactory to the City of Perrysburg and the Ohio Environmental Protection Agency and its successors, for use in the Perrysburg Water District and the Supplemental Water District(s) during the contract period and receive compensation for said water so supplied.

SECTION 4. OBLIGATIONS OF PERRYSBURG.

Perrysburg shall pay for said water furnished under this agreement at the rate set
forth and upon the terms contained in Section 9 of the Main Agreement. Readings from Master Meters shall be billed to Perrysburg by Toledo separately for each Master Meter employed. Perrysburg agrees to install and maintain a Master Meter at each tap made at the Supplemental Take-off Point(s) described in Section 5 below according to the requirements of the Main Agreement. The consumption from each Master Meter shall not be combined for billing purposes but shall be billed separately according to the rates established under the Main Agreement.

SECTION 5. TAKE-OFF POINTS.

In addition to the delivery or "take-off" points set forth in the Main Agreement, Toledo shall deliver water to Perrysburg at the following locations:

(a) Through the trunk mains located near the intersection of SR 795 and Glenwood Road. It is understood by the parties that the line from such take-off point may be owned by either the City of Rossford alone or jointly by the Cities of Rossford and Perrysburg. It is further understood by the parties that the trunk mains located at the intersection above are owned by the Wood County Commissioners and that Toledo has the right to convey its water through said trunk mains pursuant to a contract between Toledo and the Wood County Commissioners dated December 30, 1984, and that in the event that such trunk mains should in the future become the property of the City of Rossford, then the parties hereto shall use their co-operative best efforts to continue such conveyance of water to Perrysburg pursuant to contract with Rossford.

(b) Such other take-off points that may be established by the parties in the future.

SECTION 6. MAINTENANCE AND OPERATING.

Perrysburg shall operate the entire water system in the Perrysburg Water District and
the Supplemental Water District(s), and shall maintain and replace when necessary, at its
cost, all mains, reservoirs, tanks, pumping stations and other improvements and equipment
now in existence or hereafter constructed.

Toledo undertakes to the extent that it shall have water supply in excess of the
requirements of Toledo consumers, to supply Perrysburg and all users now or hereafter
connected within the Perrysburg Water District and the Supplemental Water District(s) all
water required by them for domestic, commercial or industrial purposes. It is, however,
specifically agreed and understood by the parties that the supply of water to the Perrysburg
Water District and the Supplemental Water District(s) is at all times subordinate to the
needs of consumers within Toledo, and Toledo does not guarantee a fixed pressure or
continuous supply of water.

SECTION 7. ADHERENCE TO RULES AND TOLEDO MUNICIPAL CODE.

Perrysburg, as a customer, shall abide by the applicable Rules and Regulations, as
well as Toledo Municipal Code Sections, which are now or hereinafter in effect for Toledo’s
customers.

SECTION 8. WATER TO BE USED ONLY IN PERRYSBURG WATER DISTRICT.

Perrysburg shall have the right to sell the said water herein agreed to be purchased
solely to consumers within the Perrysburg Water District established by the Main Agreement
as well as the Supplemental Water District(s) referred to in paragraph 1(a) of this Contract.
Provided, however, water shall not be extended to customers within the Supplemental Water
District(s) set forth in paragraph 1(a) of this Contract except in full compliance with the
terms of the JEDZ Agreement between Perrysburg and Toledo dated 6 January 1993, which is, by reference, fully incorporated herein.
SECTION 9. ADVISORY BOARD.

Should any situation arise during the term of this Agreement for which no clear provision is made by the Agreement relating to the purpose of this Agreement, or should the parties be unable to agree, a special Advisory Board shall be constituted consisting of one member appointed by Toledo, one member appointed by Perrysburg, and one designated by the two so appointed. The Advisory Board shall hold such hearings and make such findings and recommendations with respect to controversy as it shall consider just and equitable in accordance with the intent and purpose of this Agreement. The cost of the fact finding by the Advisory Board shall be paid one-half by Toledo and one-half by Perrysburg.

SECTION 10. TERM OF CONTRACT.

This contract shall be in force and effect for an initial term ending on December 9, 2027. It may be renewed pursuant to the provisions of Section 10 of the JEDZ Agreement dated 6 January, 1993. If termination of either the Main Agreement or the JEDZ Contract results in the cessation of water service by Toledo to Perrysburg, this Agreement shall terminate.

SECTION 11. SEVERABILITY.

The provisions of this Agreement are declared to be severable and the holding as invalid of any section or provision hereof shall not impair or invalidate the remaining sections or provisions hereof.

SECTION 12. TERMINATION BY OPERATION OF LAW.

It is agreed by the parties hereto that if the intent and purpose of this Agreement cannot be legally carried out by virtue of the Statutes or Constitution of the State of Ohio,
the Charter of the City of Toledo, and the Charter of the City of Perrysburg, this Agreement shall be null and void.

IN WITNESS WHEREOF, the City of Toledo, by its City Manager and its Director of Public Utilities and the City of Perrysburg, by its Mayor and its Municipal Clerk, have hereunto set their hands on the day and year first above-mentioned.

WITNESSED:

CITY OF TOLEDO, OHIO

By: [Signature]

City Manager

APPROVED AS TO FORM:

By: [Signature]

Director of Law

WITNESSED:

CITY OF PERRYSBURG, OHIO

By: [Signature]

Mayor

By: [Signature]

Municipal Clerk

APPROVED AS TO CONTENT:

By: [Signature]

Director of Public Utilities

APPROVED AS TO FORM:

By: [Signature]

City Solicitor
Beginning at the intersection of the easterly shoreline of the Maumee River and the westerly extension of a line parallel to and three hundred (300) feet South of the centerline of Roachton Road; thence easterly along said line South of Roachton Road to the westerly right of way line of Interstate Route 75; thence northerly three hundred (300) feet along said westerly right of way line to the centerline of Roachton Road; thence easterly along the centerline of Roachton Road to the centerline of Thompson Road; thence southerly along the centerline of Thompson Road and continuing southerly along the easterly line of Section Twenty-eight (28) in Town Four (4), United States Reserve of twelve miles square at the foot of the rapids of the Miami of Lake Erie in Perrysburg Township, Wood County, Ohio to the quarterline of said Section 28, said quarterline also being the centerline of Schroeder Road; thence westerly along the quarterline of Section 28 and continuing westerly along the quarterlines of Sections Twenty-nine (29) and Thirty (30), both in Town 4, United States Reserve, in Perrysburg Township, Wood County, Ohio and continuing westerly along the quarterlines of Sections Twenty-five (25) and Twenty-six (26) both in Town One (1), United States Reserve, Middleton Township, Wood County, Ohio and continuing westerly along the southerly line of River Tract Fifty (50) in Town 1, United States Reserve, in Middleton Township, Wood County, Ohio to the easterly shoreline of the Maumee River; thence northerly along the easterly shoreline of the Maumee River to the place of beginning.
BEGINNING at the intersection of the easterly right of way line of East Boundary Street and the southeasterly shore of the Maumee River; thence southeasterly along said easterly right of way of East Boundary Street to a point, said point being the northwesterly corner of a parcel of land now or formerly owned by McBaltra, Incorporated, as recorded in the Record of Deeds, Volume 431, page 542, Wood County, Ohio Recorder's Office; thence northeasterly along the northwesterly line of said parcel, a distance of three hundred sixty (360) feet; thence southeasterly along the northeasterly line of said parcel a distance of one hundred twenty (120) feet to a point, said point being on the northerly property line of a parcel of land owned by the Perrysburg Water Works as recorded in Volume 324 of Deeds, page 478, Wood County, Ohio Records; thence northeasterly along the northwesterly line a distance of 385.23 feet to a point; thence southeasterly along the northeasterly line of said parcel and the extension thereof to a point, on the southeasterly right of way of the Baltimore and Ohio Railroad; thence northeasterly along said southeasterly right of way line of the Baltimore and Ohio Railroad to the southwesterly corner of a 3.50 acre parcel of land now or formerly owned by PAR Holding Company, as recorded in Volume 427 of Deeds, page 593, Wood County, Ohio Records; thence easterly along the southerly line of said parcel to the northeasterly corner of a parcel of land now or formerly owned by Clara Ward Wenz as recorded in Volume 416 of Deeds, page 422, Wood County, Ohio Records; thence southerly along the easterly line of said parcel to the southeasterly corner of a 19.95 acre parcel of land now or formerly owned by Clara Ward Wenz as recorded in Volume 416 of Deeds, page 422, Wood County, Ohio Records, said southeasterly corner also being on the northerly line of a 11.10 acre parcel of land now or formerly owned by Lester A. and Robert F. Lusher as recorded in Volume 558 of Deeds, page 512, Wood County, Ohio Records; thence easterly along the northerly line of said 11.10 acre parcel to the northeasterly corner thereof; thence southerly along the easterly line of said 11.10 acre parcel and any extension thereof to its intersection with the center line of State Route 795; thence easterly along said center line of State Route 795 to the centerline of the right of way of Interstate Route 75; thence northeasterly along the centerline of Interstate Route 75 to the centerline of right of way of the Ohio Turnpike; thence northwesterly along the centerline of the Ohio Turnpike to the easterly line of Section Thirty-three (33) in Town Three (3) United States Reserve of twelve miles square at the foot of the rapids of the Miami of Lake Erie, in Perrysburg Township, Wood County, Ohio; thence northerly along the easterly line of said Section 33 and continuing northerly along the easterly line of River Tract Seventy-three (73) in Town 3, United States Reserve, in Perrysburg Township, Wood County, Ohio to the southerly plat line of the replatted Belmont Farms Plat Nine (9); thence easterly along the southerly plat line of replatted Belmont Farms Plat 9 to the southeasterly corner of said replatted Plat 9; thence northerly along the easterly plat line of replatted Belmont Farms Plat 9 to the northeasterly corner of Lot number one hundred eighty-eight (188) in replatted Belmont Farms Plat 9; thence northwesterly along the northerly line of said Lot 188 and continuing northwesterly along the northeasterly line of Lot One Hundred Eighty-seven (187) in replatted Belmont Farms Plat 9 to the northerly corner of said Lot 187; thence westerly along the northerly line of said Lot 187 and continuing westerly along the northerly line of Lot 186 in replatted Belmont Farms Plat 9 to the southeasterly line of Lot Eighty-three (83) in Belmont Farms Plat Four (4); thence northeasterly along the southeasterly line of said Lot 83 to the easterly corner of said Lot 83; thence northwesterly along the northeasterly line
of said Lot 83 to the southeasterly right of way line of Belmont Lake Road; thence northeasterly along the southeasterly right of way line of Belmont Lake Road to the southeasterly extension of the northeasterly line of Lot Sixty-two (62) in Belmont Farms Plat 4; thence northwesterly along the southeasterly extension of the northeasterly line of said Lot 62 and continuing northwesterly along the northeasterly line of said Lot 62 to the northerly corner of said Lot 62; thence northerly across a lake now or formerly owned by Belmont Country Club as recorded in Volume 560 of Deeds, page 821, Wood County, Ohio Records to the southeasterly corner of Lot Fifty-two (52) in Belmont Farms Plat 4; thence northeasterly along the southeasterly line of said Lot 52 to the southerly right of way line of Ford Road; thence northerly and perpendicular to the centerline of Ford Road to the northerly right of way line of Ford Road; said right of way line also being the southerly line of Lot Ninety-four (94) in Belmont Farms Plat Five (5); thence westerly along the northerly right of way line of Ford Road to the southwesterly corner of said Lot 94, said corner also being the southwesterly corner of Belmont Farms Plat 5; thence northeasterly along the northwesterly plat line of Belmont Farms Plat 5 to the easterly line of River Tract 73 in Town 3, United States Reserve in Perrysburg Township, Wood County, Ohio; thence northerly along the easterly line of River Tract 73 to the southeasterly shore of the Maumee River; thence southwesterly along the southeasterly shore of the Maumee River to the place of beginning.
PERRYSBURG/TOLEDO SUPPLEMENTAL WATER DISTRICT #3

BEGINNING at the intersection of the centerlines of U.S. Route 20 (Fremont Pike) and Thompson Road, said point also being the northwesterly corner of Road Tract Six (6) in Town Four (4), United States Reserve of twelve miles square at the foot of the rapids of the Miami of Lake Erie, in Perrysburg Township, Wood County, Ohio; thence southeasterly along the centerline of U.S. Route 20 to the centerline of right of way of the Conrail Railroad, said point of intersection being located along the northerly line of Road Tract No. Fourteen (14) in Town 4, United States Reserve, in Perrysburg Township, Wood County, Ohio; thence southwesterly along the centerline of right of way of the Conrail Railroad to the centerline of Schroeder Road; thence westerly along the centerline of Schroeder Road to the westerly line of Section Twenty-seven (27) in Town 4, United States Reserve, in Perrysburg Township, Wood County, Ohio; thence northerly along the westerly line of said Section 27 and continuing northerly along the centerline of Thompson Road to the place of beginning.
PERRYSBURG/TOLEDO SUPPLEMENTAL WATER DISTRICT #4

Beginning at the intersection of the centerlines of U.S. Route 20 (Fremont Pike) and Simmons Road, said point also being the southwesterly corner of Road Tract No. 4, in Town 4, United States Reserve of twelve miles square at the foot of the rapids of the Miami of Lake Erie in Perrysburg Township, Wood County, Ohio; thence northerly along the centerline of Simmons Road to the centerline of right of way of Interstate Route 75; thence northeasterly along the centerline of Interstate Route 75 to the easterly line of Section 4 in Town 4, United States Reserve, in Perrysburg Township, Wood County, Ohio; thence southerly along the easterly line of said Section 4 and continuing southerly along the easterly line of Road Tract 4 to the centerline of U.S. Route 20; thence northwesterly along the centerline of U.S. Route 20 to the place of beginning.