WATER AGREEMENT
BETWEEN THE
CITY OF TOLEDO
AND
LUCAS COUNTY

THIS AGREEMENT is entered into this 6TH day of JULY, 2005 between the City of Toledo ("Toledo"), acting through its Mayor and Director of Public Utilities, and Lucas County Board of County Commissioners ("Lucas County") acting through its Board of County Commissioners.

WITNESSETH:

WHEREAS, Toledo supplies surplus water to areas outside its municipal limits in accordance with its charter authority and the Ohio Constitution; and

WHEREAS, Toledo has been supplying surplus water to Lucas County in accordance with the Toledo Municipal Code and the terms of the Northwest and Southwest Lucas County water agreements dated May 31, 1983; and

WHEREAS, Lucas County had requested the amendment of the water service area of both agreements to extend the boundaries along the western borders of the districts from the centerline of the roads to 200 feet west of the centerlines; and

WHEREAS, the parties agree that it would be beneficial to execute a new agreement combining the service territories and extending the termination date by ten years; and

WHEREAS, Lucas County is authorized to enter into a contract for such water supply pursuant to Resolution No. 05-769 passed May 24, 2005; and

WHEREAS, Toledo is authorized to sell surplus water to Lucas County subject to the limitations and conditions herein provided pursuant to Ordinance No. 304-05 passed May 3, 2005;

NOW, THEREFORE, in consideration of the mutual promises and covenants made to each other and other good and valuable consideration, Toledo and Lucas County do hereby agree as follows:

SECTION 1  SALE OF WATER

A. Toledo agrees to sell surplus water to Lucas County, to the extent that it may lawfully do so, to be distributed through the water distribution system of Lucas County. Lucas County shall have the right to sell, pursuant to this Agreement, the purchased water only to users within the Lucas County Water Service Area ("Service Area") as defined in Section 2 below unless otherwise agreed to by Toledo. During the term of this contract, only water supplied by Toledo shall be sold or used in the Service Area and no other water supplies shall be commingled with Toledo water. However, in the event Toledo determines it does not have
sufficient surplus water to supply the needs of Lucas County, then Lucas County shall be released from the sole supplier restriction and may utilize alternate sources of water until such time as Toledo provides notification that it can again meet the needs of Lucas County. In all cases of water curtailment or restriction, Toledo shall provide, as much advance notice to Lucas County as is reasonably possible.

B. The sale of Toledo water by Lucas County in the Service Area is specifically predicated upon:

(1) compliance with the Lucas County Land Use Policy Plan Update adopted by the Lucas County Planning Commission on September 27, 2000 attached hereto as Exhibit A and incorporated herein by reference.

(2) Lucas County’s adoption as a goal of the Fourteen Principles of Smart Growth and accompanying goals promulgated by the Toledo Metropolitan Council of Governments (TMACOG) in June, 2003, which principles and goals are attached hereto as Exhibit B and incorporated herein by reference;

(3) Lucas County’s participation in studies or efforts designed to promote regional cooperation.

C. In the event that Lucas County provides Toledo water to any structure not specifically defined as eligible by Section 2, below, Lucas County shall, at Toledo’s request, terminate water service to the structure. If Lucas County fails to terminate service for any reason, including legal action prohibiting the termination, Toledo shall have the right to refuse new connections with the Service Area until the violation is abated.

D. The provision of Toledo water to unauthorized properties shall constitute a material breach of this Agreement by Lucas County. The failure of Lucas County to comply with any of the conditions set forth in paragraph 1.B., above, shall constitute a material breach of this Agreement by Lucas County. The lack of authority by Lucas County to enforce this section in any geographical area within the Service Area shall not excuse the breach or abate the applicable penalties.

SECTION 2 SERVICE AREA

A. The Service Area consists of the area shown on the legal description and maps attached as Exhibit C that are fully incorporated herein. The Service Area shall be a non-exclusive district and shall not grant rights to Lucas County which are paramount to any other Toledo water customer or which in any way restrict Toledo from entering into water service contracts with other entities for service within that portion of the Service Area. The Service Area may be expanded only through legislative enactment of the parties and subsequent executed revisions of this agreement.

B. Lucas County, subject to Toledo’s prior written approval, may enter into contracts with the Villages of Whitehouse, Waterville or Swanton for the furnishing of water to the villages at mutually agreed upon connection points. The contracts shall incorporate the
provisions of this Agreement and shall not contain any terms, conditions or provisions that
conflict with or modify this Agreement. The May 30, 2002 agreement between Lucas County and
Village of Whitehouse, approved by Toledo, shall remain in full force and effect to the extent it is
not inconsistent with this Agreement. For purposes of enforcing the rights and obligations of this
Agreement, the area served by any Toledo approved contract between Lucas County and the
Villages of Whitehouse, Waterville or Swanton, as it exists on the effective date of this Agreement,
shall be considered to be part of the Service Area.

C. The following terms and conditions for water service shall apply to that portion of
the Service Area extending beyond the area authorized by the May 31, 1983 agreements
following the effective date of this agreement:

1. Lucas County shall be entitled to supply water to the estimated 162 existing
residences by means of one standard tap per residential structure. The Secor Metropark Nature
Center shall be entitled to one tap. No additional taps shall be permitted without specific written
authorization from Toledo, except for single residential taps on lots fronting on existing pipe
routes permission for which shall not be unreasonably withheld.

2. The sale of City of Toledo-provided water to any new industrial use or
commercial use structures shall require the prior approval of the City of Toledo.

3. The County, at its expense, will obtain and provide to Toledo parcel numbers
for all existing parcels currently eligible to receive water under this agreement and the parcel
numbers of all parcels identified as “future residential” on the township land use plan.

SECTION 3  CONNECTION POINTS
Toledo shall deliver water to Lucas County through the existing connections authorized
under the May 31, 1983 Northwest and Southwest Lucas County water agreements and at any
other connection mutually agreed upon by the parties in the future.

SECTION 4  STORAGE FACILITIES
Lucas County shall not have the right to pump water directly from trunk mains except for
such times as are necessary in the event of an emergency, or at such other times as Toledo may
approve, but in either event only if preliminary notice is given to and approval to do so is
received from Toledo. Lucas County shall provide storage and facilities and ground reservoirs
of sufficient capacity so that pumping will not be necessary from the trunk main; and said
facilities and ground reservoirs shall be subject to inspection by Toledo. Lucas County shall
only fill its reservoirs and/or storage tanks at times that are mutually agreed upon by the parties.
In addition, Lucas County shall install and maintain pressure-sustaining valves in its system to
minimize pressure fluctuations as determined necessary by Toledo.
SECTION 5       RETAIL SERVICE
A. Toledo shall read the meters and prepare and mail all bills for water service charges and other items to consumers in the Service Area. Toledo shall not have any responsibility for construction, maintenance or operation of water facilities within the Service Area except as provided in Section 9(B). The parties agree to negotiate in good faith in the event either party requests to convert this Agreement to a master meter contract.

B. In the event Lucas County enters into a master meter contract with the Villages of Whitehouse, Waterville and Swanton as described in Section 2(B), Toledo shall not be required to read the meters of the individual water users within those villages. Instead, Toledo shall read the master meters of each of the villages that contracts with Lucas County for master meter service. If requested, Toledo may negotiate terms and conditions for the provision of meter reading, billing and collection services equivalent to the services provided to other uses in the Service Area.

SECTION 6       CONSTRUCTION OF WATER FACILITIES
A. Lucas County shall own or construct all necessary water facilities needed to accommodate the transmission of water from Toledo to the customers in the Service Area. No construction or modification of such facilities shall be commenced without the approval of Toledo's Department of Public Utilities and, when required by Toledo, Lucas County shall prepare a feasibility report. Such approval shall not be unreasonably withheld.

B. Upon approval of the feasibility report by Toledo and payment of the fee established in Toledo Municipal Code section 935.06, Lucas County shall submit plans and specifications to the Department of Public Utilities for the construction of the improvement. After the Department of Public Utilities has approved the plans and specifications, Lucas County may take bids and begin construction.

C. All construction shall be in accordance with applicable Toledo standards in effect at the time. Lucas County shall notify Toledo in advance of construction in order to permit Toledo to inspect all work. Lucas County grants Toledo the right to enter upon streets and property in the Service Area to inspect and monitor the facilities so constructed. Inspection of Lucas County's construction work shall not confer liability upon Toledo or relieve Lucas County from constructing water facilities in a proper manner.

D. All construction work shall be at Lucas County's expense. In the event any required capital improvements are directly beneficial to Toledo, Toledo may contribute a proportional share of the expense of such installation incurred in any amount mutually agreed upon by the parties that equitably reflects the benefit to Toledo.

E. Lucas County shall prepare and maintain current, detailed maps showing the location of all pipes, special castings, valves and fire hydrants installed in the Service Area. A copy of such maps and all updates shall be furnished to Toledo in suitable form when requested.
F. In the event it becomes necessary for Toledo to improve existing facilities or construct additional facilities in order to supply water to Lucas County under this agreement, Lucas County shall contribute a proportional share of the expense of such installation incurred in any amount mutually agreed upon by the parties that equitably reflects the benefit to Lucas County District. Toledo shall provide to Lucas County ninety (90) days notice of the estimated cost prior to the completion of the plans. Lucas County shall provide, at no cost to Toledo, all necessary access, work easements and rights-of-way in public ways or other public grounds that may be required for the location, construction or maintenance of all water distribution equipment existing or which may be installed for the supply of Toledo water to areas and users within or outside of the Service Area.

SECTION 7 WATER RATES

A. From the effective date of this agreement through October 10, 2014, all users in the Service Area and any outside the Service Area that are served under this agreement shall pay to Toledo a water rate equal to one hundred fifty percent (150%) of the declining block rate specified in Toledo Municipal Code Section 933.02(a)(1-5) that is charged to users within the City of Toledo.

B. Beginning on October 11, 2014, all users in the Service Area and any outside the Service Area that are served under this agreement shall pay to Toledo a water rate equal to one hundred seventy-five percent (175%) of the first block rate specified in Toledo Municipal Code Section 933.02(a)(1) that is charged to users within the City of Toledo. The minimum charge for water service shall be equal to one hundred seventy-five percent (175%) of the amounts specified in Toledo Municipal Code Section 933.02(a)(5) according to meter size.

C. Toledo shall have the right to amend its inside water rates as provided in the Toledo Municipal Code at any time; provided that no increase of such inside rates shall become effective unless Toledo shall have furnished a notice to document such increase to Lucas County at least thirty (30) days prior to the effective date thereof. Lucas County may contest the documentation for the increase by giving Toledo written notice of such contest within thirty (30) days of receipt of the notice of the increase. Lucas County shall agree to the amount of any uncontested increase by Toledo but the portion of the increase that is contested shall be considered to be paid under protest.

D. Lucas County may charge its residents within the Service Area a local operation, maintenance, capital or other charge that will be collected by Toledo and paid to Lucas County on a quarterly basis. No modification of the local charges shall become effective or be collected by Toledo until Lucas County has notified Toledo and all customers in the Service Area at least forty-five (45) days prior to the proposed effective date. The notice shall be submitted to the Department of Public Utilities for review and approval prior to mailing and shall state that the local charges are being imposed by Lucas County. Toledo shall charge Lucas County for the service of billing, collecting, accounting for and remitting of the District local charge. The 2005 charge for this service shall be one dollar ($1.00) per bill; thereafter, the charge shall be an amount equal to the actual cost of billing as substantiated by Toledo, becoming effective following thirty (30) days written notice.
E. Upon termination of this agreement, each party shall conduct an accounting of sums owed under this Agreement and shall pay any outstanding amount to the other party.

SECTION 8  COLLECTION

A. All water service charges and other items billed to users under this agreement shall be due and payable by the users on the date noted on the bill. Toledo shall be responsible for collecting any sums that shall be owed for services performed under this agreement and shall have the right to maintain any action and take all appropriate measures to collect such charges and items that may be delinquent. Lucas County agrees that Toledo shall have full power and authority to terminate water service to any customer within the Service Area for nonpayment of charges and fees or for non-compliance with applicable ordinances, regulations of the Department of Public Utilities or terms in this agreement. In addition, Toledo shall have full power and authority to place liens upon the property of delinquent water customers pursuant to R.C. 743.04.

B. In the event service is discontinued to a consumer within the Service Area, no service shall be permitted or resumed to such consumer until all delinquencies, including penalties, are paid in full or satisfactory payment arrangements are made.

C. Toledo shall quarterly remit to Lucas County the balance remaining from the amount collected from consumers in the Service Area after deducting the amounts owed to Toledo for rates, charges and fees as specified in this agreement. With each remittance to Lucas County, Toledo shall furnish an accounting showing the amount billed and collected together with the balance owed to each party.

D. Toledo routinely makes adjustments to user billings due to meter reading or billing errors, undiscovered water leaks and other causes. In order to facilitate Toledo’s ability to provide a full and complete adjustment to users in the Service Area, Lucas County grants Toledo authority to adjust charges that otherwise would be owed to Lucas County on the same terms as charges owed to Toledo are adjusted, provided that the amount in question does not involve a reduction in payments owed to Lucas County exceeding $2,500. User adjustments resulting in a reduction of Lucas County charges in excess of $2,500 shall require prior Lucas County approval.

SECTION 9  MAINTENANCE AND OPERATION

A. Lucas County shall operate and maintain the water facilities within the Service Area and shall periodically inspect and police the facilities to ensure proper operation. Toledo shall have the right to enter upon streets and property in the Service Area for the purpose of inspecting such facilities.

B. At the request of Lucas County, Toledo may provide maintenance and operation services within the Service Area at rates set by the Department of Public Utilities. Lucas County shall hold Toledo harmless from any claim, damage or action arising from any such work that is not due solely to the negligence of Toledo.
C. If Lucas County is not the owner of some or all of the water facilities within the Service Area, Lucas County shall hold Toledo harmless from any claim, damage or action brought by the owner of said facilities which arises from Toledo's supply of water to Lucas County under this agreement.

SECTION 10  APPLICABILITY OF TOLEDO RULES AND REGULATIONS
Lucas County and each user in the Service Area agrees to be bound by the applicable ordinances, rules and regulations of Toledo as they may be amended from time to time. In addition, Lucas County agrees to take any and all actions that are necessary to comply with any state or federal law or regulation governing water service including but not limited to the Safe Drinking Water Act. Lucas County agrees to assist Toledo in complying with such regulations. In the event Lucas County fails to comply with applicable federal, state or local regulations, Toledo is authorized to take necessary action to properly enforce such measures.

SECTION 11  WATER SUPPLY AND PRESSURE NOT GUARANTEED
Toledo undertakes to supply water to all customers in the Service Area to the extent it shall have a surplus supply and may lawfully do so. However, Lucas County acknowledges that water service to the Service Area is at all times subordinate to the needs of consumers within Toledo. Toledo does not guarantee any fixed pressure or continuous supply of water. In the event of serious damage to Toledo's reservoirs or pumping stations or other emergency, water may be shut off without notice. Notice of such shut-off shall be given to the Lucas County Sanitary Engineer by telephone, fax or letter. Any suspension of water service or inadequacy of water pressure for any of the foregoing causes, and/or for any reasons beyond the control of Toledo shall in no case render Toledo liable for damages to Lucas County and/or any person, firm, corporation and/or governmental body in the Service Area. Lucas County agrees to abide by and enforce any emergency restrictions of water use that may be imposed upon consumers within Toledo.

SECTION 12  WATER TAPS
Installation of water service connections or "taps" within the Service Area shall be made by Toledo's Department of Public Utilities and charged to the user at one hundred ten percent (110%) of the rate charged to similarly situated users in Toledo. Applications for the installation of water service connections shall be made to Lucas County and, upon approval, shall then be submitted to the Department of Public Utilities. No Toledo water shall be used in any structure within the Service Area without an approved application. Whenever it is found that Toledo water is being used without such approval, the water shall be turned off and service not restored until a proper application has been made and payment has been received for all water consumed plus applicable penalties.
SECTION 13 METERS
Tap branches installed by Toledo shall be equipped with a meter in accordance with applicable Toledo standards. The installation of all meters shall be made by the Department of Public Utilities according to applicable regulations.

SECTION 14 USE OF FIRE HYDRANTS
In addition to firefighting, Lucas County shall be authorized, upon permission of the Department of Public Utilities, to use reasonable amounts of water from fire hydrants for the purpose of flushing public sewers by its own employees. No other use of water from fire hydrants may be made by Lucas County or any person without the written consent of the Director of Public Utilities.

SECTION 15 CONTRACTS WITH OTHER ENTITIES
Nothing in this agreement shall prevent Toledo from selling Toledo water directly to any area and/or political subdivision inside or outside of the Service Area. Toledo shall have the right and authority to use the lines in the Service Area, subject to a charge for documented actual operation and maintenance costs, for the purpose of supplying water to its customers inside or outside of the Service Area, provided such use does not impair the service to Lucas County.

SECTION 16 TERM; MISCELLANEOUS
A. This agreement shall commence on the date of its execution and expire on October 10, 2024 unless terminated earlier.

B. Where Ohio EPA or any other agency having jurisdiction over Toledo’s water system requires changes in this agreement or in the water system, such changes shall be made if they are permitted under Ohio law.

C. Upon the annexation by Toledo of any part of the Service Area, Lucas County shall convey to Toledo all water facilities owned by the County and the area shall cease to be a part of the Service Area. Toledo shall be responsible for all water operation and maintenance services within the annexed area. Toledo shall pay for any outstanding principle and interest debt balances owed by Lucas County on the conveyed facilities, to the extent the debt has not been paid by or assessed to the benefiting property owners, in proportion to its use in the annexed territory. Toledo shall make installment payments to Lucas County of its proportionate share of the debt not less than thirty (30) days prior to the date each payment must be made by Lucas County, until the debt is retired.

D. Upon the annexation of any part of the Service Area by any municipality other than Toledo, the terms of this Agreement shall continue in effect until the water facilities are transferred to the annexing municipality. In the event the annexing municipality does not have a written agreement with Toledo entitling it to serve the annexed territory, the water rate for the annexed territory shall the rate specified in Toledo Municipal Code section 933.02(b).
E. Either party may terminate this agreement in the event of a material breach by the other party.

F. This Agreement shall supersede and repeal the May 31, 1983 Northwest and Southwest retail water agreements as amended.

SECTION 17 HOLD HARMLESS
Lucas County and Toledo agree to hold each other harmless from any claim, cost, loss, damage or obligation, including but not limited to fines, assessments or judgments, resulting from the breach of any of the conditions of this Agreement or from any negligent or intentional act or omission committed by such party, provided that said indemnification shall in no way waive or negate any political immunities available to any party.

SECTION 18 ASSIGNMENT
This agreement may not be assigned by either party without the written consent of the other party. A transfer of any party’s rights and duties through the creation of a regional authority shall not constitute an assignment.

SECTION 19 SEVERABILITY CLAUSE
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. Lucas County will fully and completely comply with this agreement to the extent authorized by the Ohio Revised Code.
IN WITNESS WHEREOF, the City of Toledo, by its Mayor and Director of Public Utilities and Lucas County, by its Board of County Commissioners, have caused this Agreement to be executed on the date first mentioned above.

APPROVED AS TO CONTENT:

[Signature]
Lucas County Sanitary Engineer

APPROVED AS TO FORM:

[Signature]
Lucas County Prosecutor

LUCAS COUNTY

[Signed]
Commissioner

[Signed]
Commissioner

Lucas County Resolution No. 05-769

APPROVED AS TO CONTENT:

[Signature]
Director of Public Utilities

APPROVED AS TO FORM:

[Signed]
Law Department

CITY OF TOLEDO

[Signed]
Mayor

Toledo Ordinance No. 304-05
EXHIBIT A

LUCAS COUNTY LAND USE POLICY PLAN UPDATE
EXHIBIT B

14 PRINCIPLES OF SMART GROWTH

1. Mix Land Uses.
   New development may work best if it includes a mix of stores, jobs and homes. Single-use districts often make life less convenient and require more driving.

2. Take Advantage of Existing Community Assets.
   From local parks to neighborhood schools to transit systems, public investments should focus on getting the most out of what we’ve already built.

3. Create a Range of Housing Opportunities and Choices.
   Not everyone wants the same thing. Communities should offer a range of options: houses, condominiums, affordable house for low-income families, and “granny flats” for empty nesters.

   These places offer not just the opportunity to walk – sidewalks are a necessity – but something to walk to, whether it’s the corner store, the transit stop or a school. A compact, walkable neighborhood contributes to peoples’ sense of community because neighbors get to know each other, not just each other’s cars.

5. Promote Distinctive, Attractive Communities with a Strong Sense of Place, Including the Rehabilitation and Use of Historic Buildings.
   In every community, there are things that make each place special, from train stations to local businesses. These should be protected and celebrated.

   People want to stay connected to nature and are willing to take action to protect farms, waterways, ecosystems, and wildlife.

7. Strengthen and Encourage Growth in Existing Communities.
   Before we plow up more forests and farms, we should look for opportunities to grow in already built-up areas.

8. Provide a Variety of Transportation Choices.
   People can’t get out of their cars unless we provide them with another way to get where they’re going. More communities need safe and reliable public transportation, sidewalks, and bike paths.

   Builders wishing to implement smart growth should face no more obstacles than those contributing to sprawl. In fact, communities may choose to provide incentives for smarter development.
10. **Adopt “Smart” Building Codes.**
Modern building codes can be a barrier to rebuilding older communities. They often require an entire building to be brought up to modern standards before any part of it can be used, forming a barrier to the small businesses and others that are often the leaders in revitalizing older neighborhoods.

11. **Encourage Citizen and Stakeholder Participation in Development Decisions.**
Plans developed without strong citizen involvement don’t have staying power. When people feel left out of important decisions, they won’t be there to help out when tough choices have to be made.

12. **Acknowledge That They Are Part of a Larger Northwest Ohio Community and That Their Actions Affect Their Neighbors.**
Communities at a minimum should consult with and coordinate with other jurisdictions to consider the impacts of land use policies and decisions on the communities and citizens beyond their borders.

13. **Solve Disputes Through Mediation or Negotiation Rather Than Through Confrontation and Litigation.**
Mediation, negotiation, and other techniques for managing conflicts and resolving disputes offer new opportunities for avoiding the expense and animosity that accompany prolonged rulemaking, tedious appeals, and endless litigation. When conflicts and disputes are being resolved cooperatively, the government role often changes to that of convener and facilitator, and the resourcefulness of citizens in devising common sense solutions can be tapped.

14. **Use New Tools to Meet Challenges of Land Use.**
Geographic Information Systems (GIS) and other advances in technology also offer new opportunities for improving land use decision making. New computer technologies now make it possible to amass, organize, and present vast amounts of data. GIS, in particular, can map and help monitor natural systems and identify lands suitable for development and conservation. These techniques are already transforming the planning process and should be widely used by both public and private sectors.

**SEVEN GOALS OF SMART GROWTH**

1. **Neighborhood Livability.**
The central goal of any smart growth plan is the quality of the neighborhoods where we live. They should be safe, convenient, attractive, and affordable. Sprawl development too often forces trade-offs between these goals. Some neighborhoods are safe but not convenient. Others are convenient but not affordable. Too many affordable neighborhoods are not safe. Can all these elements be brought together?

2. **Better Access & Less Traffic**
One of the major outcomes of sprawl is traffic. Putting jobs, homes and other destinations far apart and requiring a car for every trip, sprawl makes everyday tasks a chore. Smart growth’s emphasis on mixing land uses, clustering development, and providing multiple transportation
choices helps us manage congestion, pollute less and save energy. Those who want to drive can, but people who would rather not drive everywhere or don’t own a car have other choices.

3. **Thriving Cities, Suburbs, Towns & Agricultural Communities**
   Smart growth puts the needs of existing communities first. By guiding development to already built-up areas, money for investments in transportation, schools, libraries and other public services can go to the communities where people live today. This is especially important for neighborhoods that have inadequate public services and low levels of private investment. Building a strong urban core will positively impact surrounding communities. It is also critical for preserving what makes so many places special – attractive buildings, historic districts, cultural landmarks, and farms.

4. **Ethnic Diversity & Social Equity**
   Smart growth allows people of all income levels and ethnic backgrounds to share the benefits of prosperity. It encourages demographic diversity by emphasizing reinvestment in the urban core and in mixed and lower income areas. Enriching areas of high concentrations of financially challenged minorities infuse development with racial equity and encourages thriving, culturally varied neighborhoods.

5. **Lower Costs & Lower Taxes**
   Sprawl costs money. Opening up green space to new development means that the cost of new schools, roads, sewer lines, and water supplies will be borne by residents throughout metro areas. Sprawl also means families have to own more cars and drive them further. This has made transportation the second highest category of household spending, just behind shelter. Smart growth helps on both fronts. Taking advantage of existing infrastructure keeps taxes down. And where convenient transportation choices enable families to rely less on driving, there’s more money left over for other things, like buying a home or saving for college.

6. **Keeping Open Space Open**
   By focusing development in already built-up areas, smart growth preserves rapidly vanishing natural treasures. From forests and farms to wetlands and wildlife, smart growth lets us pass on to our children the landscapes we love. Communities are demanding more parks that are conveniently located and bring recreation within reach of more people. Also, protecting natural resources will provide healthier air and cleaner drinking water. Preserving farmland protects the viability of the agricultural community and the quality of life provided by our rural landscapes.

7. **Better Personal Health from a Healthier Environment**
   Smart growth improves public health by preserving open space, offering alternative transportation choices, and providing a built environment that promotes active living. Sprawl measurably reduces personal health. Increased driving time results in more air pollution and incidence of respiratory disease. Low density development discourages physical activity, contributing to obesity, heart disease and diabetes. Pedestrian safety is compromised and the mobility of elderly, disable, and low-income residents is restricted. Uncontrolled growth and the loss of green space can also drastically affect both surface and groundwater quality.
EXHIBIT C

DESCRIPTION OF LUCAS COUNTY WATER SERVICE AREA

The Water Service Area is comprised of those areas of Lucas County bounded and described as follows:

1. POINT OF BEGINNING is at the intersection of the centerline of the Ottawa River and the Ohio and Michigan State Line; thence southwesterly along the centerline of said Ottawa River to the southwesterly line of Shoreland Third Extension extended; thence northwesterly along the southwesterly line extended and the southwesterly line of Shoreland Third Extension to the centerline of Angel Avenue; thence southwesterly along the centerline of Angel Avenue to the southwesterly line of Shoreland Fourth Extension; thence northwesterly along the southwesterly line of Shoreland Fourth Extension to a point that is 30 feet southeasterly from the centerline of Foch Avenue; thence southwesterly along a line that is 30 feet southeasterly of the centerline of Foch Avenue extended, southeasterly a distance of 497.62 feet; thence northwesterly on a line parallel with the southerly line of East Harbor Avenue, a distance of 529.48 feet to a point, said point being on the easterly line of Gross Pointe Manor Plat V; thence northerly along the easterly line of said plat to the centerline of East Harbor Avenue, thence northwesterly along the centerline of East Harbor Avenue to its intersection with the centerline of Suder Avenue; thence northeasterly along the centerline of Suder Avenue to its intersection with the Ohio and Michigan State Line; thence easterly along the Ohio and Michigan State Line to the POINT OF BEGINNING.

2. POINT OF BEGINNING is the intersection of the north line of Section 7, Town 9 South, Range 8 East also being the centerline of Alexis Road and the east line of the westerly 23.50 acres of the East 1/2 of the Northwest 1/4 of said Section 7; thence southerly on the east line of said westerly 23.50 acres to the centerline of Section 7; thence westerly on the centerline of said Section 7 to the southwest right-of-way line of the Ann Arbor Railroad right-of-way; thence northwesterly along said railroad right-of-way to the west line of said Section 7 also being the centerline of Stickney Avenue; thence northerly along the west line of said Section 7 to the northwest corner of said Section 7; thence easterly along the north line of said Section 7 also being the centerline of Alexis Road, to the POINT OF BEGINNING.

3. POINT OF BEGINNING being the intersection of the Ohio and Michigan State Line and the east line of Section 1, Town 9 South, Range 6 East; thence southerly along the east line of said Section 1 to the east corner of Section 1 and 12 Town 9 South, Range 6 East, said corner also being the intersection of Alexis Road and Talmadge Road; thence westerly on the centerline of Alexis Road to a point; said point being on west 1/16 line of Section 12; thence northerly on the west 1/16 line of Sections 12 and 1 to the south line of Merce
Subdivision Plat 2; thence westerly on the south line of said subdivision a
distance of 731.92 feet to a point, said point being 683.81 feet east of the
centerline of Flanders Road; thence southerly on a line that is 683.81 feet east of
and parallel to the centerline of Flanders Road to a point, said point being on the
south line of Section 1; thence westerly on the south line of Section 1 to a point
297 feet east of centerline of Flanders Road; thence southeasterly on a line
perpendicular to the centerline of Alexis Road to a point 200 feet northwesterly of
the centerline of Alexis Road; thence westerly on a line, said line being the north
property line of a 1.38 acre parcel at the northeast corner of Alexis and Flanders
Roads, to a point on the centerline of Flanders Road; thence southerly on the
centerline of Flanders Road a distance of 448.2 feet more or less to a point, said
point being on the south property line of a 3.05 acre parcel at the southeast corner
of Alexis and Flanders Roads; thence southeasterly on the south property line of
said 3.05 acre parcel to a point on the west line of Plantation Estates; thence
northerly on the west line of Plantation Estates extended to the centerline of
Alexis Road; thence northeasterly on the centerline of Alexis Road to a point,
said point being the intersection of the centerline of Alexis Road and the east line
of Plantation Estates extended; thence southerly on a line, said line being the east
line of Plantation Estates extended and Plantation Estates, to the north line of
Ginger Hill Farms; thence easterly on the north line of Ginger Hill Farms to the
northeast corner of Ginger Hill Farms; thence southerly along the east line of
Ginger Hill Farms to the southeast corner of said subdivision; thence westerly on
a line, said line being the south line of Ginger Hill Farms and the north line of
Ginger Hill Farms II; thence westerly on said line to the northwest corner of
Ginger Hill Farms II; thence southerly on the west line of Ginger Hill Farms II to
the southwest corner of said subdivision; thence easterly along the south line of
Ginger Hill Farms II to the southeast corner of said subdivision, said corner being
also on the west line of Innsbrook Plat I; thence southerly along the west line of
Innsbrook Plat I and the west line of Charlecote Park Plats IV and I to the
southwest corner of Charlecote Park Plat I; thence easterly along the south line of
Charlecote Park Plats I and II to a point on the centerline of Talmadge Road;
thence southerly along the centerline of Talmadge Road to a point, said point
being on the centerline of Laskey Road; thence westerly along the centerline of
Laskey Road to a point, said point being on the centerline of Monroe Street;
thence southeasterly along the centerline of Monroe Street to a point, said point
being on the west line of Westchester Village Plat II extended; thence southerly
on the west line of said subdivision to a point, said point being the southwest
corner of Westchester Village Plat II; thence easterly along the southline of said
subdivision to a point, said point being the southeast corner of said subdivision;
thence northerly on the east line of Westchester Village Plat II and said line
extended to a point, said point being on the centerline of Monroe Street; thence
southeasterly along the centerline of Monroe Street to a point, said point being on
the centerline of Talmadge Road; thence southerly on the centerline of Talmadge
Road to a point, said point being the east 1/4 corner of Section 13 Town 9 South,
Range 6 East; thence westerly along the centerline of said Section 13 to a point,
said point being the northeast corner of Sylvania Estates; thence southerly on the
east line of Sylvania Estates and Sylvania Estates extended to a point, said point being on the section line between Sections 13 and 24 Town 9 South, Range 6 East, which is also the centerline of Sylvania Avenue; thence westerly on said section line to a point, said point being the corner of Sections 13, 14, 23, 24 Town 9 South Range 6 East; thence southerly on the west line of Section 24 Town 9 South, Range 6 East to a point, said point being the northeast corner of Lot 9 Chatam Valley; thence westerly along the north line of said subdivision to a point, said point being the northwest corner of Chatam Valley; thence southerly along the west line of Chatam Valley to a point, said point being the southwest corner of said subdivision; thence easterly along the south line of Chatam Valley and Chatam Valley extended to a point, said point being on the centerline of Corey Road; thence northwesterly along the centerline of Corey Road to a point, said point being on the north line of Corey Woods Plats IV extended; thence easterly on the north line of Corey Woods Plats IV extended and Corey Woods Plats IV and III to a point, said point being the northeast corner of Corey Woods Plat III; thence southerly along the east line of Corey Woods Plat III to a point, said point being on the centerline of Carskaddon Avenue; thence easterly on the centerline of Carskaddon to a point, said point being on the east line of Corey Woods Plat II extended; thence southerly along the east line of Corey Woods Plat II to a point, said point being the northeast corner of Lot 150 Corey Woods Plat II; thence westerly along the northline and north line extended of said Lot 150 to a point, said point being on the centerline of Shakespeare Lane; thence on a curve southerly along the centerline of Shakespeare Lane a distance of 25 feet more or less to a point, said point being on the north line of Lot 156 Corey Woods Plat II extended; thence westerly along the north line of said Lot 156 extended and Lot 156 to a point, said point being the northwest corner of said Lot 156; thence southerly along the west line of Lots 156, 155, 154 in Corey Woods Plat II to a point, said point being on the northline of Corey Woods Plat VI; thence westerly on the north line of Corey Woods Plat VI and Corey Woods Plat VI extended to a point, said point being on the centerline of Corey Road; thence southerly along the centerline of Corey Road to a point, said point being on the centerline of Central Avenue; thence easterly on the centerline of Central Avenue to a point, said point being the east line of Mehrings Homehaven extended; thence southerly on the east line of Mehrings Homehaven extended and Mehrings Homehaven to a point, said point being the southeast corner of said subdivision; thence westerly along the south line of Mehrings Homehaven to a point, said point being on the east line of Ottawa Hills Plat V; thence southerly along the east line of said subdivision and said line extended to a point, said point being the centerline of Indian Road; thence northwesterly along the centerline of Indian Road a distance of 1484.72 feet more or less to a point, said point being on the west line of Parcel B; thence southerly along the west line of Parcel B to a point, said point being southwest corner of Parcel B; thence easterly along the south line of Parcel B to a point, said point being southeast corner of said parcel; thence northerly along the east line of Parcel B to a point, said point being on the centerline of Indian Road; thence southeasterly along the centerline of Indian Road to a point, said point being on the west line extended of McKondin Heights 2nd.; thence northerly on
the west line extended and west line of McKondin Heights 2nd. to the northwest
corner of Lot 659 in said subdivision; thence southeasterly along the northeast
line of Lots 659 and 660 and Lot 660 extended to a point, said point being on the
centerline of Jodore Avenue; thence northerly along the centerline of Jodore
Avenue a distance of 18 feet to a point, said point being on the south line
extended of Lot 596 McKondin Heights 2nd.; thence southeasterly on a line
along the south line of Lot 596 extended, Lot 596 and Lot 595 extended to a
point, said point being on the centerline of Strauss Avenue; thence southwesterly
along the centerline of Strauss Avenue to a point, said point being on the
centerline of an alley; thence southeasterly along the centerline of an alley to a
point, said point being on the south line of McKondin Heights 2nd.; thence
easterly along the south line of McKondin Heights 2nd. and McKondin Heights
and McKondin Heights extended to a point, said point being on the east right-of-
way line of Evergreen Road; thence northerly along said right-of-way line to a
point, said point being on the southerly right-of-way line of Kenwood Boulevard;
thence easterly along the southerly right-of-way line of Kenwood Boulevard to a
point, said point being on the westerly line of Old Orchard 2nd. Extension;
thence southerly along the west line of said subdivision to a point, said point
being the southwest corner of Old Orchard 2nd. Extension; thence easterly along
the south line and south line extended of Old Orchard 2nd. Extension to a point,
said point being on the centerline of Secor Road; thence southerly along the
centerline of Secor Road to a point, said point being on the northerly right-of-way
line of Conrail; thence northwesterly along said right-of-way line to a point, said
point being on the centerline of Richards Road; thence northerly along the
centerline of Richards Road a distance of 121.86 feet more or less to a point;
thence northwesterly on a line parallel to the northerly right-of-way of Conrail to
a point, said point being on the centerline of Bancroft Street; thence westerly
along the centerline of Bancroft Street a distance of 492.02 feet more or less to a
point, said point being on the northeast right-of-way line of the Conrail; thence
northwesterly along said railroad right-of-way to a point, said point being on the
east-west centerline of Section 25 Town 9 South, Range 6 East; thence westerly
along the centerline of Section 25, Section 26 and Section 27 all in Town 9 South,
Range 6 East to a point, said point being the centerline of said Section 27; thence
westerly along the centerline of Section 25, Section 26 and Section 27 all in Town
9 South, Range 6 East to a point, said point being on the east right-of-way line of
Interstate Route 475; thence southerly along the east right-of-way line of
Interstate Route 475 to a point, said point being on the east-west centerline of
Section 34 Town 9 South, Range 6 East; thence easterly on said centerline to a
point, said point being the center of Section 34; thence southerly on the centerline
of Section 34 to a point, said point being on the north line of Section 3, Town 2
United States Reserve (USR), also being on the centerline of Dorr Street; thence
westerly along the north line of Section 3 Town 2 USR to a point, said point being
on north-south centerline of section 3, thence south on the north-south centerline
of section 3 to the east-west centerline of section 3, said centerline also being the
centerline of Nebraska Avenue, thence west on the east-west centerline of section
3 to the easterly right of way of Interstate Route 475, thence southerly along said
right-of-way line to a point, said point being the center of South Ave; thence easterly on the centerline of South Ave to a point, said point being on the centerline of Holland-Sylvania Road; thence southerly on the centerline of Holland-Sylvania Road and Holland-Sylvania Road extended to a point, said point being on the northerly right-of-way line of the Ohio Turnpike; thence westerly along the said north right-of-way line to The Fulton-Lucas County Line; thence northerly along the Fulton-Lucas County line to a point being 200 feet north of and parallel with the centerline of Shaffer Road; thence easterly on a line which is 200 feet north of and parallel with the centerline of Shaffer Road to a point being 200 feet west of the centerline of Wilkins Road; thence northerly along a line which is 200 feet west of and parallel with the centerline of Wilkins Road to the centerline of Section 32, to a point, said point being 200 feet west of the centerline of Wilkins Road; thence easterly along the centerline of Section 39, to a point, said point being 200 feet west of the centerline of Berkey Road; thence northerly on a line 200 feet west of and parallel with the centerline of Berkey Road; extended northerly into the Southwest Quarter of Section 9, Range 5 East, Town 10 South to a point, said point being 660' north of the centerline of Old State Line Road; thence easterly on a line which is 660 feet north of and parallel to the centerline of Old State Line Road to a point being 200 feet west of the centerline of Schwaemberger Road; thence northerly on a line 200 feet west and parallel with the centerline of Schwaemberger Road to a point, said point being 200 feet south of the centerline of Frankfort Road; thence westerly on a line 200 feet south of and parallel with the centerline of Frankfort Road to a point, said point being 200 feet west of Raab Road; thence northerly on a line 200 feet west and parallel with the centerline of Raab Road to a point, said point being 200 feet north of the centerline of Bancroft St; thence easterly on a line 200 feet north and parallel with the centerline of Bancroft St to a point, said point being 200 feet west of the centerline of Irwin Road also being on a line 200 feet west of the westerly boundary of Sylvania Township; thence continuing northerly on a line 200 feet west of and parallel with the westerly boundary of Sylvania Township to the Michigan-Ohio State Line (including the Secor Metropark Nature Center west of Irwin Road), said point being 200 feet west of the centerline of Allen Road; thence easterly along the Michigan-Ohio Line to the centerline of Centennial Road; thence southerly along the centerline of Centennial Road; thence southerly along the centerline of Centennial Road to the centerline of Brint Road; thence easterly along the centerline of Brint Road to a point, said point being on the north-south centerline of Section 17, Town 9 South, Range 6 East; thence southerly on the north-south centerline of said Section 17 to the centerline of said Section 17; thence easterly along the east-west centerline of said Section 17 and Section 16, Town 9 South, Range 6 East to a point, said point being on the east line of the west 1/2 of the west 1/2 of the southwest 1/4 of said Section 16; thence southerly on the east line of the west 1/2 of the west 1/2 of the southwest 1/4 of said Section 16 to the centerline of Sylvania Avenue; thence easterly along the centerline of Sylvania Avenue to the westerly Limited Access Line of U.S. Route 23; thence northerly along said Limited Access Line to a point, said point being on the east-west centerline of
Section 15, Town 9 South, Range 6 East; thence easterly on the east-west centerline of said Section to the westerly property line of the ConRail Corporation tracks; thence northwesterly along said property line to the southeasterly Limited Access Line of U.S. Route 23; thence north and easterly along said Limited Access Line to a point, said point being on the south line of the north 1/2 of the northeast 1/4 of Section 15, Town 9 South, Range 6 East; thence easterly on the south line of the north 1/2 of the northwest 1/4 of said Section 15 to the west line of Section 14, Town 9 South, Range 6 East; thence northerly along the west line of said Section 14 to the north line of said Section 14; thence easterly on the north line of Section 14, Town 9 South, Range 6 East to a point, said point being 200 feet west of the centerline of Whiteford Road; thence northerly on a line 200 feet west of and parallel to the centerline of Whiteford Road to the Michigan-Ohio State Line; thence easterly along the Michigan-Ohio State Line to the POINT OF BEGINNING.

SOUTHWEST LUCAS COUNTY-TOLEDO WATER SERVICE AREA is defined and to be known as the southwest area of the County located outside the corporate limits of Toledo as outlined on the map attached hereto and made a part hereof and described as follows:

Starting at the intersection of the north line of the Ohio Turnpike and the east line of Interstate 475, called the POINT OF BEGINNING and hereafter referred to as such; thence southerly along the east line of Interstate 475 to the east line of River Tract 27, Town 1 USR; thence southerly to the Maumee River and Lucas County-Wood County line; thence southwesterly along the Maumee River and Lucas County-Wood County line to a point 200 feet southwest of the southwest line of Waterville Township; thence northwesterly on a line 200 feet southwest and parallel with the southwest line of Waterville Township to a point, said point being 200 feet north of the centerline of Vollmer Road; thence northeasterly on a line parallel with the centerline of Vollmer Road to a point, said point being 200 feet southwest of the centerline of Hertzfeld Road; thence northerly on a line 200 feet west and parallel with the centerline of Hertzfeld Road to the north line of Section 14, T-6-N, R-9-E; thence westerly along the north line of Section 14 and Section 15, T-6-N, R-9-E to a point, said point being 200 feet west of the centerline of the Berkey-Southern Road; thence northerly on a line 200 feet west and parallel with Berkey-Southern Road to the north line of Section 27, T-7-N, R-9-E; thence easterly along the north line of Section 27, T-7-N, R-9-E to a point, said point being 200 feet west of the centerline of Whitehouse-Spencer Road; thence northerly on a line 200 feet west and parallel with the centerline of Whitehouse-Spencer Road to a point, said point being 200 feet south of the centerline of Sager Road; thence westerly on a line 200 feet south and parallel with the centerline of Sager Road to a point, said point being 200 feet west of the centerline of Wilkins Road; thence northerly on a line 200 feet west and parallel with the centerline of Wilkins Road to a point 200' south of the centerline of Airport Highway; thence westerly on a line 200' south of and parallel to the
centerline of Airport Highway to a point which is 200' east of the centerline of Waterville-Swanston Road; thence southerly on a line which is 200' east of and parallel to the centerline of Waterville-Swanston Road to a point which is 200' south of the centerline of Monclova Road; thence westerly on a line that is 200' south of and parallel with the centerline of Monclova Road to a point, said point being 200 feet east of the Fulton-Lucas County line; thence south on a line 200 feet east and parallel with the Fulton-Lucas County line to a point 200 feet south of the centerline of Sherman White Road; thence westerly on a line 200 feet south and parallel with the centerline of Sherman White Road to the Fulton-Lucas County line; thence northerly along the county line to the north line of the Ohio Turnpike; thence easterly along the north line of the Ohio Turnpike to the POINT OF BEGINNING.