COOPERATIVE AGREEMENT

THIS AGREEMENT is made and entered into as of September 9, 2005, by and between the City of Toledo ("Toledo"), a municipal corporation and political subdivision organized and existing under the Constitution and laws of the State of Ohio and its City Charter, acting under Sections 3, 4 and 6 of Article XVIII of the Ohio Constitution, Sections 307.15, 715.69 and 6103.20 of the Ohio Revised Code, its City Charter, and Ordinance No. 563-05 passed by the Council of Toledo on August 23, 2005, the Village of Berkey ("Berkey"), a municipal corporation and political subdivision duly organized and existing under the laws of the State of Ohio, acting under authority of Sections 3 and 4 of Article XVIII of the Ohio Constitution, Sections 307.15, 715.69 and 6103.20 of the Ohio Revised Code, and Resolution No. 07-05 passed by the Council of Berkey on June 28, 2005, and the County of Lucas, Ohio (the “County”), a county and political subdivision of the State of Ohio, acting under Sections 307.15 and 6103.20 of the Ohio Revised Code and Resolution No. 05-1196 adopted by its Board of County Commissioners on August 9, 2005.

WITNESSETH THAT:

WHEREAS, Berkey, Toledo and the County each acknowledge and agree that there is an urgent need to provide a supply of water to existing residences and other properties in the area of Berkey shown on Exhibit A hereto (the “Berkey Water Service Area”) for the purpose of protecting, preserving and promoting the public health and welfare; and

WHEREAS, Toledo owns and operates a municipal waterworks system including water supply, treatment, storage, pumping and distribution facilities providing water for users in Toledo and certain territory outside its corporate limits (the “System”); and

WHEREAS, the County owns and operates certain water distribution facilities in Sylvania Township serving users in the Lucas County Metropolitan Sewer District with water provided by Toledo in accordance with an Agreement dated as of May 31, 1983 between Toledo and the County; and

WHEREAS, Berkey has requested Toledo to contract with Berkey for the transportation and sale of surplus water from the System to Berkey and its residents and for the construction, ownership and operation of municipal water distribution facilities to serve the Berkey Water Service Area; and

WHEREAS, Berkey, Toledo and the County have agreed that the most cost-effective way for Toledo to transport and deliver surplus water from the System to the Berkey Water Service Area will involve the use of existing County water distribution facilities and the right-of-way of Sylvania-Metamora Road; and

WHEREAS, Berkey and Toledo have requested that the County grant to Toledo permission to (i) construct, install, operate, maintain and repair in the right-of-way of Sylvania-Metamora Road certain water transmission facilities that will be used to serve the Berkey Water Service Area and (ii) utilize certain County water supply facilities for the transmission of water from the City’s existing System to the new facilities to be constructed pursuant to this Agreement; and

WHEREAS, Toledo and Berkey recognize that the proposed water supply and distribution facilities will facilitate new growth and development in the Berkey Water Service Area and share a concern that proper provision be made for orderly new growth and development in both Berkey and Toledo and for the promotion of economic opportunities for the residents of both Berkey and Toledo; and
WHEREAS, the County, Toledo and Berkey have accordingly agreed to cooperate with each other by entering into this Agreement for (A) the design, construction and financing of (i) certain water transmission facilities necessary to transport water from a connection with existing County water supply facilities at a point in the right-of-way of Sylvania-Metamora Road to the Berkey Water Service Area (the “Toledo Transmission Facilities”) and (ii) certain water distribution facilities in the Berkey Water Service Area (the “Berkey Distribution Facilities”), (B) the supply of water to the Berkey Water Service Area, (C) the operation, maintenance, repair and replacement of the Berkey Distribution Facilities and the Toledo Transmission Facilities and (D) the creation and development of a joint economic development zone (the “Berkey/Toledo Joint Economic Development Zone”) that is conterminus with the Berkey Water Service Area;

NOW, THEREFORE, in consideration of the premises and the mutual agreements of the parties hereto set forth in this Agreement, it is agreed by and between Berkey, Toledo and the County that:

ARTICLE I
DEFINITIONS

Section 1.1. Definitions.

In addition to the words and terms defined elsewhere in this Agreement, the words and terms defined in this Section shall have the meanings herein specified unless the context or use clearly indicates another or different meaning or intent. Those words and terms not expressly defined herein and used herein with initial capitalization where rules of grammar do not otherwise require capitalization, or which are otherwise defined terms under the Agreement, as hereinafter defined, shall have the meanings assigned to them in the Agreement.

“Businesses” means all companies, corporations, partnerships, sole proprietorships, and every enterprise, private or public, whether conducted for-profit or not-for-profit.

“Berkey/Toledo Joint Economic Development Zone” means the joint economic development zone created in Section 3.1 of this Agreement.

“Berkey Distribution Facilities” means the water distribution facilities generally described in Exhibit B hereto and to be more particularly described in the Berkey Distribution Facilities Planning Documents.

“Berkey Distribution Facilities Planning Documents” means the plans, specifications, profiles, estimates of cost and preliminary and final assessments for the Berkey Distribution Facilities to be prepared in accordance with this Agreement.

“Berkey Distribution Facilities Project Fund” means the capital project fund or line item in Toledo’s Water Revenue Fund provided for in Section 4.10 from which all Eligible Project Costs of the Berkey Distribution Facilities shall be paid.

“Berkey Water Service Area” means the area of Berkey shown on Exhibit A hereto.

“Board of County Commissioners” means the Board of County Commissioners of the County.
“Designated JEDZ Representatives” means, collectively, the persons designated from time to time by the Mayor of Toledo and the Mayor of Berkey to serve as a Designated JEDZ Representative on behalf of the respective party.

“Division of Water” means the Division of Water in Toledo’s Department of Public Utilities.

“Eligible Project Costs” means, as to the Berkey Distribution Facilities, the cost of preliminary and other surveys, plans, specifications, profiles and estimates and of printing, serving and publishing notices, resolutions and ordinances, the amount of any damages resulting from the installation and construction thereof and the interest thereon, the costs incurred in connection with the preparation, levy and collection of the special assessments, the cost of purchasing and otherwise acquiring any real estate or interests therein, expenses of legal services including obtaining legal opinions, costs of labor and material, together with all other necessary expenditures therefor.

“Fourteen Principles of Smart Growth” means the Fourteen Principles of Smart Growth and accompanying goals promulgated by the Toledo Metropolitan Council of Governments in June, 2003, which principles and goals are set forth in Exhibit D and incorporated herein by reference.

“Gross Revenues” means (i) the total collections of any municipal income tax imposed by Berkey and applicable to JEDZ Income, less (ii) refunds.

“JEDZ Income” means [(a) the income earned by persons employed by Businesses that locate in the Berkey/Toledo Joint Economic Development Zone after the commencement of the term of this Agreement and (b) the net profits of such Businesses.]

“Land Use Plan” means the Richfield Township/Village of Berkey Land Use Plan adopted by the Board of County Commissioners in August, 1998 and revised in May, 1999, attached hereto as Exhibit G and incorporated herein by reference.

“Net Revenues” means (i) Gross Revenues less (ii) an allocable portion of Berkey’s cost of collecting the municipal income tax on JEDZ Income.

“Rules and Regulations” means the rules, regulations and procedures of Toledo’s Department of Public Utilities and the Division of Water.

“Special Assessments” means the special assessments to be levied by Berkey for the Berkey Distribution Facilities and to be collected and paid to Toledo in accordance with this Agreement.

“System” means Toledo’s municipal waterworks system.

“Toledo Transmission Facilities” means the transmission line, pumping station and other water supply facilities described in Exhibit C hereto.

Section 1.2. Interpretation.

Any reference herein to the County, Toledo or Berkey, or to any officer, employee or official thereof includes entities, officers, employees or officials succeeding to their respective functions, duties or responsibilities pursuant to or by operation of law or who are lawfully performing their functions.
Any reference to a section or provision of the Ohio Constitution, or to a section, provision or chapter of the Ohio Revised Code or the Charter of the City of Toledo, the Toledo Municipal Code or the Rules and Regulations, includes that section, provision or chapter as amended, modified, revised, supplemented or superseded from time to time.

Unless the context indicates otherwise, words importing the singular number include the plural number, and vice versa. The terms “hereof”, “hereby”, “herein”, “hereto”, “hereunder”, “hereinafter” and similar terms refer to this Agreement; and the term “hereafter” means after, and the term “heretofore” means before, the date of delivery of this Agreement. Words of any gender include the correlative words of the other genders, unless the sense indicates otherwise.

Section 1.3. Captions and Headings.

The captions and headings in this Agreement are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Articles, Sections, subsections, paragraphs, subparagraphs or clauses hereof.

ARTICLE II

PURPOSES

The parties agree that there is currently an urgent need for an adequate water supply to serve and protect existing residences and other properties in the Berkey Water Supply Area and that the installation of the Toledo Transmission Facilities and the Berkey Distribution Facilities and Toledo’s undertaking to supply potable water to the Berkey Water Supply Area are essential to appropriately address that need. The parties further agree that the installation of the Toledo Transmission Facilities and the Berkey Distribution Facilities will increase the potential for and greatly facilitate new growth and development in the Berkey Water Supply Area and that, in consideration for Toledo’s undertaking to install the Toledo Transmission Facilities and the Berkey Distribution Facilities and to supply water to the Berkey Water Supply Area, Toledo and its residents are entitled to all of the rights and protections afforded to them by the provisions of this Agreement and to share in certain benefits from any such growth and development. Thus, the parties enter into this Agreement to protect, preserve and promote the public health and welfare and to provide for orderly and rational growth and development in Berkey and Toledo and for the promotion of economic opportunities and benefits for the residents of both Toledo and Berkey.

ARTICLE III

JOINT ECONOMIC DEVELOPMENT ZONE

Section 3.1. Establishment.

Toledo and Berkey hereby establish the Berkey/Toledo Joint Economic Development Zone as a joint economic development zone comprised of all of the area now within the corporate boundaries of the Village of Berkey, being approximately 4.18 square miles of land. A map of the area of the Berkey/Toledo Joint Economic Development Zone is attached as Exhibit E.

In the event any property is annexed to Berkey after the effective date of this Agreement, Toledo and Berkey agree that such additional property shall automatically become a part of the Berkey/Toledo Joint Economic Development Zone and, as such, subject to all of the terms and provisions of this Agreement.
Section 3.2. General Provisions Concerning Services and Cooperation.

Berkey shall furnish or cause to be furnished to the Berkey/Toledo Joint Economic Development Zone all municipal services historically furnished by Berkey within its corporate boundaries, including, but not limited to, the following: administration of zoning, leaf collection, refuse collection, maintenance of ditches, water courses and storm sewers, maintenance of roads, streets, highways and bridges, snow removal, police protection, fire protection, ambulance and emergency services, building inspection and general administration.

Toledo will provide water service to the Berkey Water Service Area upon and subject to the terms and conditions set forth in this Agreement.

Toledo may also furnish to the Berkey/Toledo Joint Economic Development Zone such other services as the parties deem appropriate and as Toledo is permitted by law to provide, including economic development services, housing and neighborhood development and redevelopment services, construction and engineering services, and any and all such other services as the parties may mutually agree. In addition, Toledo may cooperate with and assist Berkey in obtaining federal and state grants and loans, including, without limitation, any such grants or loans available for the Toledo Transmission Facilities and the Berkey Distribution Facilities or for housing and neighborhood development and redevelopment. The provision of such other services, the level of those services and the respective financial commitments of Toledo and Berkey for those services shall be left to the further mutual agreement of the parties.

Berkey and Toledo will cooperate to attract State development aid, federal funds and employment training dollars to their jurisdictions. In addition, Berkey agrees to support State legislation that facilitates tax-sharing arrangements between political subdivisions and which permits the use of municipal water revenues for economic development purposes.

The Designated JEDZ Representatives of Berkey and Toledo shall consult with each other and cooperate with respect to (i) all matters affecting the Berkey/Toledo Joint Economic Development Zone and its administration, (ii) planning the orderly and mutually beneficial development of the Zone and (iii) communications with public officials and bodies with respect to the activities of the Zone.

Section 3.3. Zoning, Land Use and Housing Policy.

Berkey shall determine the zoning and land use restrictions applicable to the Berkey/Toledo Joint Economic Development Zone in accordance with its ordinances, rules, procedures and regulations; provided that such zoning and land use restrictions shall be consistent with the Fourteen Principles of Smart Growth and the Land Use Plan.

Not less than 30 days prior to the date on which Berkey considers a request to rezone or change the terms of the applicable zoning, or to grant a variance from existing zoning regulations or requirements with respect to, property within the Berkey/Toledo Joint Economic Development Zone, the Designated JEDZ Representative for Berkey shall notify the Designated JEDZ Representative for Toledo of the proposed action, providing related information reasonably requested by Toledo, so as to enable Toledo to express its views with respect to the proposed action.

Section 3.4. General Provisions Concerning Infrastructure Improvements.

All public water supply facilities improvements, and any other infrastructure improvements undertaken jointly by Toledo and Berkey, within the Berkey/Toledo Joint Economic Development Zone shall be undertaken, and the costs of those improvements shall be
shared, in such manner as Toledo and Berkey may mutually agree. Nothing herein shall be construed as imposing upon any party an obligation to undertake or pay for improvements other than as the parties may subsequently agree from time to time.

Berkey and the County agree not to install or construct, or to approve the installation or construction of, any public sanitary sewers or other public sanitary sewerage facilities to serve properties in the Berkey Water Service Area that are served with water provided by Toledo without the prior written approval of Toledo. Prior to requesting that approval, Berkey or the County shall present the plan for such sanitary facilities to the Toledo Plan Commission for its review, and request that the Commission (i) assess the plan for compliance and consistency with the provisions of this Agreement, including those set forth in the Fourteen Principles of Smart Growth and the Land Use Plan, and with generally-accepted smart growth standards and (ii) provide a report of its findings to Toledo. The Commission’s reports will be considered by Toledo in determining whether to give its approval.

In the event that the Ohio Environmental Protection Agency or any other governmental agency or authority having jurisdiction in the matter orders the installation of sanitary sewers in the Berkey Water Service Area, Toledo may, in its sole discretion, prohibit any or all new service connections to the Berkey Distribution Facilities or any other water supply facilities served by the Toledo Transmission Facilities.

Section 3.5. Revenue and Cost Sharing.

If Berkey imposes a municipal income tax, Berkey shall pay to Toledo one-half of the Net Revenues received from the collection of the tax on JEDZ Income. Berkey shall make those payments to Toledo quarterly, on the fifteenth day of the first month in each calendar quarter, and each such payment shall include one-half of those Net Revenues received in the last calendar quarter completed prior to the payment date.

The parties recognize and acknowledge that applicable laws restrict the expenditure of their funds, requiring, for example, approval by the legislative authority, a certificate of the fiscal officer and similar provisions. Nothing contained in this Agreement shall be construed as obligating either party to expend funds except in accordance with the mandatory procedures and necessary approvals. Prior to incurring any cost that one of the parties believes should be a shared cost, that party shall specifically advise and consult with the other party through their Designated JEDZ Representatives.

ARTICLE IV
WATER SERVICE AND FACILITIES

Section 4.1. Design and Construction of the Toledo Transmission Facilities.

Toledo shall cause plans, specifications, profiles and a preliminary estimate of cost for the Toledo Transmission Facilities to be prepared for review and approval by Berkey and the County’s Sanitary Engineer. After obtaining those approvals, Toledo shall construct and install the Toledo Transmission Facilities; provided that Toledo may, but shall not be required, to enter into a contract for the construction of the Toledo Transmission Facilities unless and until it enters into a contract for the construction and installation of the Berkey Distribution Facilities. The undertakings of Toledo set forth in this Section are subject to the availability of funds for that purpose and to the appropriation of those funds for that purpose by Toledo’s City Council.
Section 4.2. Design and Construction of the Berkey Distribution Facilities.

Toledo shall, and is hereby designated by Berkey to prepare plans, specifications and profiles, a preliminary cost and preliminary assessments for the Berkey Distribution Facilities for review and approval by Berkey.

After approving those Berkey Distribution Facilities Planning Documents, Berkey shall thereafter, with assistance from Lucas County, commence and pursue with diligence proceedings for the levying of special assessments for the cost and expense of the Berkey Distribution Facilities.

Promptly after Berkey’s passage of the ordinance to proceed with the Berkey Distribution Facilities and subject to the availability of funds, Toledo shall, in accordance with the applicable provisions for construction contracting by Toledo, (a) advertise for bids with respect to all contracts for construction of the Berkey Distribution Facilities, (b) award the contract or contracts for construction of the Berkey Distribution Facilities and (c) enter into such contract or contracts for construction as shall be necessary for the construction of the Berkey Distribution Facilities.

The undertakings of Toledo set forth in this Section are subject to Toledo’s having, in the Berkey Distribution Facilities Project Fund or in the process of collection for credit to the Berkey Distribution Facilities Project Fund and otherwise available and unencumbered, sufficient funds available and appropriated to enable Toledo to meet its obligations under each contract for the Berkey Distribution Facilities.

Section 4.3. Permits and Approvals; Acquisition of Real Estate.

The County hereby grants to Toledo and its authorized representatives and designees permission, right and license (i) to construct, install, operate, maintain, repair and replace the Toledo Transmission Facilities in the right-of-way of Sylvania-Metamora Road and on any existing County easements or properties, (ii) to connect the Toledo Transmission Facilities to the County’s existing water transmission line at [a point] in the right-of-way of Sylvania-Metamora Road in Sylvania Township and (iii) to transport water through the County’s water supply facilities to the Toledo Transmission Facilities and the Berkey Distribution Facilities to provide water service to the Berkey Water Service Area as contemplated by this Agreement and to other users approved by Toledo.

Berkey agrees that it will acquire such interests in real estate, in addition to those secured at the time of execution of this Agreement, as are necessary or appropriate and sufficient for the construction of the Berkey Distribution Facilities. The costs, if any, of such additional interests in real estate shall be included as part of the Eligible Projects Costs of the Berkey Distribution Facilities.

Berkey further grants to Toledo and its authorized representatives, the construction company or companies, and other persons, firms or corporations who have a bona fide responsibility for the completion of the Berkey Distribution Facilities and the Toledo Transmission Facilities, the right and license to enter upon its rights-of-way, easements and properties, and to construct and install therein and thereon the Berkey Distribution Facilities and the Toledo Transmission Facilities pursuant to and in accordance with the Berkey Distribution Facilities Planning Documents. In addition, Berkey grants to Toledo permission, right and license (i) to enter upon its rights-of-way, easements and properties for the purpose of operating, maintaining, repairing and replacing the Berkey Distribution Facilities and the Toledo Transmission Facilities and (ii) to use the Berkey Distribution Facilities for the purpose of supplying water to users outside of the Berkey Water Service Area.
Berkey and Toledo agree that, prior to Toledo entering into any contract for the construction of the Berkey Distribution Facilities or the Toledo Transmission Facilities, they shall obtain, or cause to be obtained by the proper parties, any and all other permits, licenses and approvals as may be required the construction and operation of the Berkey Distribution Facilities and the Toledo Transmission Facilities.

Section 4.4. Approval of Plans and Specifications, Cost Estimates and Change Orders.

If, after receiving bids for the construction of the Berkey Distribution Facilities, Toledo finds that the costs of construction based on such bids exceed by more than 10%, but less than 15%, the construction cost estimates approved by Berkey in accordance with Section 2, Toledo will not award or enter into such contract or contracts, but may cause a revised preliminary estimate of cost to be prepared and provide for rebidding. Representatives of Toledo and Berkey shall meet within 30 days after preparation of such a revised preliminary estimate to agree on the changes in such estimate of cost to be submitted to Toledo and to Berkey for final approval. Upon approval of such new estimate, Toledo will readvertise for new bids for construction of the Berkey Distribution Facilities.

If, after receiving bids for the construction of the Berkey Distribution Facilities, Toledo finds that the costs of construction based on such bids exceed by more than 15% the original construction cost estimates for the Berkey Distribution Facilities theretofore approved by Berkey, then Toledo or Berkey, in its respective sole discretion, may elect to terminate this Agreement upon giving notice to the other of such election. Alternatively, the parties may agree to adjust estimates, to have Berkey agree to take the additional required assessment proceedings and to readvertise and receive new bids for the Berkey Distribution Facilities.

Section 4.5. Supervision of Construction; Reports.

Toledo shall, as the contracting party in regard to any construction contracts awarded for the Berkey Distribution Facilities and the Toledo Transmission Facilities pursuant hereto [and with appropriate assistance from the Consulting Engineer], supervise all such construction and take appropriate actions to assure performance of the obligations of any contractors awarded contracts for the Berkey Distribution Facilities and the Toledo Transmission Facilities. Toledo shall hold Berkey harmless from any liens, security interests and encumbrances related to the construction work.

Toledo shall [cause the Consulting Engineer to] furnish to the Berkey monthly (or more frequently) written reports as to the progress of construction, including any amounts expended therefor. Berkey, through a representative designated by its Mayor, shall be permitted at any time during normal Toledo business hours to inspect all Toledo records concerning the installation and construction of the Berkey Distribution Facilities and the Toledo Transmission Facilities. Such representative [and the Consulting Engineer] shall also have the right, which shall be provided for in such contract or contracts, to inspect, at all reasonable times, work being done on the Berkey Distribution Facilities and the Toledo Transmission Facilities.

Section 4.6. Construction Standards and Design.

Toledo and Berkey agree that all work performed on the Berkey Distribution Facilities and the Toledo Transmission Facilities shall be required to be done (a) in accordance with Toledo ordinances and the Rules and Regulations in effect at the time of this Agreement, as the same may be supplemented or amended from time to time, provided that any such supplement or amendment shall be generally applicable to projects of Toledo, and (b) substantially in accordance with the plans, specifications and profiles therefor, as the same may be amended from time to time, no such amendment being made without approval of Toledo and,
as to the Berkey Distribution Facilities, Berkey, which approvals shall not be unreasonably withheld.

Section 4.7. Inspections.

Toledo will conduct or cause to be conducted reasonable and customary local inspections, including, without limitation, inspections of backfilling and restoration, including restoration of damaged utilities, if any, and charge its customary fee for such inspection.

The costs of any inspection or supervision of the construction of the Berkey Distribution Facilities by Toledo personnel shall be an Eligible Project Cost and may be paid out of the Berkey Distribution Facilities Project Fund.

Any contract entered into by Toledo may include a provision for inspections by Toledo and payment by the contractor of the fees incurred for such inspections.

Section 4.8. Title to the Berkey Distribution Facilities and Toledo Transmission Facilities.

During the construction period for the Berkey Distribution Facilities, title to those Facilities shall be in Toledo. Upon completion and acceptance of the installation and construction of the Berkey Distribution Facilities by Toledo, ownership of the Berkey Distribution Facilities shall be transferred by Toledo to Berkey by delivery of a quit-claim deed and bill-of-sale conveying to Berkey all right, title and interest of Toledo in and to the Berkey Distribution Facilities. Ownership of the Berkey Distribution Facilities shall thereafter be and remain in Berkey until the expiration or termination of this Agreement. Upon the expiration or any earlier termination of this Agreement, Berkey shall execute and deliver to Toledo a quit-claim deed and bill-of-sale conveying to Toledo all right, title and interest of Berkey in and to the Berkey Distribution Facilities.

Ownership in the Toledo Transmission Facilities shall be and remain in Toledo.

Section 4.9. Financing the Toledo Transmission Facilities and the Berkey Distribution Facilities; Other Governmental Assistance.

Toledo and Berkey agree to cooperate in the financing of the costs of the Toledo Transmission Facilities and the Berkey Distribution Facilities as set forth in this Section.

Toledo shall provide, from revenues of the System or securities issued or loans obtained by Toledo, the amounts necessary to pay (i) all costs of the Toledo Transmission Facilities and (ii) all Eligible Project Costs of the Berkey Distribution Facilities.

Prior to the time that Toledo enters into a contract or contracts for professional design services for the Berkey Distribution Facilities, Toledo shall deposit in the Berkey Distribution Facilities Project Fund and appropriate accounts or subaccounts therein the estimated amount necessary to pay all costs of professional design services included in Eligible Project Costs of the Berkey Distribution Facilities. Prior to the time that Toledo enters into a construction contract or contracts for the Berkey Distribution Facilities, Toledo shall deposit (i) in the Berkey Distribution Facilities Project Fund and appropriate accounts or subaccounts therein the estimated amount necessary to pay all other Eligible Project Costs of the Berkey Distribution Facilities and (ii) in a construction fund for the Toledo Transmission Facilities the estimated amount necessary to pay all costs of the Toledo Transmission Facilities.
Section 4.10. Creation of the Berkey Distribution Facilities Project Fund; Disbursements.

Toledo shall create and maintain custody of the Berkey Distribution Facilities Project Fund, from which Eligible Project Costs of the Berkey Distribution Facilities shall be paid. No other costs shall be paid from that Fund.

Toledo shall provide in its contracts for the construction of the Berkey Distribution Facilities and the Toledo Transmission Facilities that contractors shall submit bills for payment in sufficient detail that Toledo can identify the fund from which the bill shall be paid. Toledo shall provide or cause to be provided to Berkey sufficient detail regarding Toledo’s expenditures for Eligible Project Costs of the Berkey Distribution Facilities such that Berkey can determine the final cost thereof for purposes of levying the special assessments therefor.

Section 4.11. Payment Obligations of Berkey.

(a) **Debt Service.** Berkey agrees to pay to Toledo, but solely from the sources referred to in paragraph (b) of this Section, (i) the amounts necessary to pay when due all the principal of and interest on all securities issued or loans incurred by Toledo for the Berkey Distribution Facilities in accordance with this Agreement or (ii) if Toledo does not issue securities or incur loans to pay costs of the Berkey Distribution Facilities, the amounts necessary to reimburse Toledo for all amounts advanced by it to pay Eligible Project Costs of those Facilities (in either event, the “Toledo Debt Service”). Those amounts are herein after referred to as the “Payment Obligations.” The Payment Obligations shall be payable over thirty years in sixty substantially equal semiannual installments, commencing in the first year in which the Special Assessments are collected following their certification to the County Auditor for collection as provided in paragraph (b) of this Section.

Berkey shall receive credits against the Payment Obligations for (a) any capitalized interest included in the proceeds of the securities on which the Toledo Debt Service is to be paid, (b) proceeds of renewal anticipatory securities or bonds issued by the Toledo to provide moneys for the payment of the principal of maturing securities, and (c) any moneys representing funding assistance from the United States, the State of Ohio or any authority, commission, officer or agency thereof paid to Toledo and available for the payment of Eligible Project Costs, the retirement of the securities issued by the Toledo or the reimbursement of Toledo.

(b) **Sources of Payment.** Berkey covenants and agrees to provide a source of funds to pay the Payment Obligations by levying special assessments for the costs of the Berkey Distribution Facilities (the Special Assessments) on the properties benefited thereby. Berkey hereby covenants to take all necessary actions required by Chapter 727 of the Ohio Revised Code to levy and collect the Special Assessments in amounts sufficient to pay when due the Payment Obligations. Specifically, as soon as practicable after the execution of this Agreement, Berkey shall adopt a resolution of necessity pursuant to Section 727.12 of the Ohio Revised Code, give notice of the adoption of that resolution, appoint an assessment equalization board and cause that board to hold a hearing on objections and pass an ordinance to proceed, as necessary, pursuant to Section 727.23 of the Ohio Revised Code, with the construction of the Berkey Distribution Facilities. In addition, Berkey shall, promptly following the completion of the construction and installation of the Berkey Distribution Facilities (i) determine the actual cost of the Berkey Distribution Facilities, (ii) prepare or cause to be prepared the final assessment list for the Berkey Distribution Facilities, (iii) pass an assessing ordinance pursuant to Section 727.25 of the Ohio Revised Code for the levying of the Special Assessments, and (iv) certify the unpaid Special Assessments to the County Auditor, no later than the second Monday in the first September following the passage of that assessing ordinance and the expiration of a cash payment period of not to exceed 30 days (or such other later date provided by statute or
otherwise to enable the collection of the Special Assessments to commence in calendar year following that first September) for collection by the County Treasurer.

Any payments of Special Assessments received by Berkey during the cash payment period shall be paid to Toledo within 30 days after the close of the cash payment period.

In order to secure its obligation to pay the Payment Obligations, Berkey hereby pledges and assigns to Toledo the Special Assessments, and agrees that, in accordance with the provisions of Section 727.33 of the Revised Code, the Special Assessments remaining unpaid at the end of the cash payment period shall be paid to and collected by the County Treasurer.

Berkey hereby further covenants to appropriate annually, and to cause to be paid to Toledo, the Special Assessments sufficient to pay when due the Toledo Debt Service. Berkey covenants and agrees that (i) it will not assign or pledge, or appropriate or use, the Special Assessments in any manner other than as provided in this Agreement and (ii) it will confirm, in the assessing ordinance passed by its Council pursuant to Section 727.25 of the Revised Code levying the Special Assessments, the assignment and pledge of the Special Assessments made in this Agreement and any further pledge and assignment of the Special Assessments made consistently with the provisions of this Agreement. Toledo and Berkey agree that all of the Special Assessments collected by the County Treasurer shall be paid to Toledo semiannually on May 1 and November 1 of each year, commencing on May 1 in the first year in which the Special Assessments are collected by the County Treasurer, and applied to the payment of Toledo Debt Charges.

Notwithstanding any other provision of this Agreement, Berkey shall not be required to levy ad valorem property taxes to pay the Payment Obligations. The obligation of Berkey to pay the Payment Obligations shall be contractual and shall not constitute a debt within the meaning of Section 11, Article XII, Ohio Constitution, and Sections 133.22 and 133.23, Ohio Revised Code. However, if otherwise lawful, nothing in this Agreement shall be deemed to prohibit Berkey from using, of its own volition, any of its other resources for the payment of the Payment Obligations.


Berkey may request the construction of additional water distribution facilities in Berkey necessary to serve residential structures existing or under construction of the date of execution of this Agreement. If Toledo agrees to construct those facilities, this Agreement shall be amended to provide for their construction and financing.

ARTICLE V

WATER SERVICE

Section 5.1. Water Supply.

Subject to the conditions and limitations set forth in this Agreement, Toledo undertakes, to the extent that it may lawfully do so and to the extent it shall have a surplus of water in excess of the requirements of users in Toledo, to supply water to users connected to the Berkey Distribution Facilities and the County agrees to cooperate with Toledo in that undertaking. It is, however, agreed and understood that the supply of water to the Berkey Water Service Area is at all times subordinate to the needs of users in Toledo, and the requirements of water service agreements entered into by Toledo prior to the date of this Agreement. Berkey agrees that Toledo or the County may impose upon users in Berkey any emergency restrictions as to water use that may from time to time be imposed by Toledo on users in the City of Toledo.
in accordance with the Toledo Municipal Code and the Rules and Regulations or by the County on users in the Lucas County Metropolitan Sewer District in accordance with the County's rules and regulations. Toledo can not and does not guaranty any fixed pressure or continuous supply of water to the Berkey Service Area. In the event of serious damage to water supply facilities of Toledo or the County or other emergencies, the water supply to the Berkey Service Area may be shut off without notice. Any suspension of water service or inadequacy of water pressure resulting from those causes or from other causes beyond the reasonable control of Toledo, shall in no case render Toledo liable for damages to Berkey and/or to any person, firm corporation and/or other governmental body. Any suspension of water service or inadequacy of water pressure resulting from those causes or from other causes beyond the reasonable control of the County, shall in no case render the County liable for damages to Berkey and/or to any person, firm corporation and/or other governmental body.

In all cases of water curtailment or restriction, Toledo shall provide as much advance notice to Berkey as is reasonably possible. Notice of any such curtailment or restriction may be given to Berkey by telephone, fax or letter.

During the term of this Agreement, only water supplied by Toledo shall be sold to users in the Berkey Water Service Area, and no other water supplies shall be commingled with water supplied by Toledo.

Water supplied by Toledo to users in the Berkey Water Service Area in accordance with the terms, conditions and provisions of this Agreement shall be used only in the Berkey Water Service Area and shall not be resold.

Berkey is authorized to use water from the fire hydrants included in the Berkey Distribution Facilities for firefighting purposes. No other use of water from fire hydrants may be made by Berkey or any person without the written consent of Toledo.

Toledo is specifically authorized to sell Toledo water to other users served by the Toledo Transmission Facilities, and nothing in this Agreement shall be construed as preventing Toledo from selling Toledo water directly to any user or public agency outside of the Berkey Water Service Area.

Section 5.2. Operation, Maintenance, Repair and Replacement.

Toledo shall operate, maintain, repair and, when necessary, replace the Toledo Transmission Facilities and, on behalf of Berkey, the Berkey Distribution Facilities, in accordance with standards of the Toledo Department of Public Utilities and the Rules and Regulations for all of the water supply and distribution facilities of the System.

Berkey shall not permit any other person, corporation, public agency, partnership or association to operate, maintain, repair or replace the Berkey Distribution Facilities without the prior written approval of Toledo.

Section 5.3. Limitation on Volume; Master Meter.

The total volume of water to be supplied by Toledo for use in the Berkey Water Service Area, excluding water used for firefighting purposes, is not intended by Berkey or Toledo to exceed an annual aggregate amount equal to 500 cubic feet per day per connected residential structure or residential equivalent unit. In the event that volume is exceeded in a calendar year, Toledo may impose the water rate surcharge provided for in the second paragraph of Section 5.5 during each subsequent calendar year until the level of annual consumption has been reduced below the intended level for a full calendar year.
Toledo shall have the right to install and maintain a master meter at or near the point where the Berkey Distribution Facilities are connected to the Toledo Transmission Facilities to enable Toledo to monitor the amount of water provided by Toledo to the Berkey Water Service Area.

Section 5.4. Service Connections; Connection Charges.

Berkey shall provide to Toledo a list showing the County Auditor’s permanent parcel numbers of (i) all existing residential properties in the Berkey Water Service Area on the date of this Agreement, (ii) all properties identified as “future residential” parcels on the 2020 Map in the Land Use Plan and (iii) all properties against which Special Assessments for the Berkey Distribution Facilities are levied.

No direct or indirect connection to the Berkey Distribution Facilities will be made without Toledo’s approval.

Applications for the installation of service connections shall be made initially to the Village of Berkey. If approved by Berkey, the application shall be submitted to the Division of Water for approval by Toledo.

Toledo shall grant permission for a connection if (i) Berkey has levied Special Assessments against the property upon which the building or structure to be served is located for a portion of the cost of the Berkey Distribution Facilities, (ii) the building or structure to be served is within 200 feet of the Berkey Distribution Facilities, and (iii) the property to be served after the connection is made is being used solely for residential purposes or for another use consistent with those identified for the property in the Land Use Plan.

Toledo’s Mayor shall not unreasonably withhold permission for a connection to serve a building or structure on a property in the Berkey Water Service Area against which Special Assessments have not been levied for a portion of the cost of the Berkey Distribution Facilities if (A) the building or structure to be served is (i) within the corporate limits of Berkey [as they exist on the date of the signing of this Agreement] and (ii) within 200 feet of the Berkey Distribution Facilities and (iii) in compliance with the Land Use Plan, [(B) in the Mayor’s reasonable judgment, the connection will not cause the aggregate use in the Berkey Water Service Area to exceed 500 cubic feet per day per connected residential structure or residential equivalent unit, and (C) the applicant pays the required additional “capital” component of the connection charge specified below.

Toledo may also grant permission for a connection to serve a building or structure located outside the Berkey Water Supply Area and within 200 feet of the Toledo Transmission Facilities.

Notwithstanding the foregoing, Toledo may, in its sole discretion, prohibit any or all new service connections, direct or indirect, to the Berkey Distribution Facilities or the Toledo Transmission Facilities if the installation of sanitary sewers in the Berkey Water Service Area is ordered by the Ohio Environmental Protection Agency.

No person, corporation, public agency, partnership or association shall connect or cause or permit to be connected, either directly or indirectly, to the Berkey Distribution Facilities or the Toledo Transmission Facilities any building or other structure located on a property against which Special Assessments for the Berkey Distribution Facilities have not been levied, without first paying to Toledo a connection charge equal to: (i) 110% of the amount that would be charged under the Toledo Municipal Code and the Rules and Regulations for the connection of the same building or structure if it were located within the City of Toledo plus (ii) an
additional capital component calculated by determining the number of Use Benefits in accordance with the schedule set forth in Exhibit F hereto and multiplying the number of Use Benefits by the amount of the standard residential assessment charged to Berkey residents under this agreement.

All installations of service connections within the Berkey Water Service Area shall be made by the Division of Water.

Section 5.5. Water Rates.

Users in the Berkey Water Service Area and any users outside the Berkey Water Service Area that are served, directly or indirectly, by the Toledo Transmission Facilities shall initially pay to Toledo a water rate equal to the sum of (i) 175% of the first block rate specified in Toledo Municipal Code Section 933.02(A)(1) charged to users within the City of Toledo (the Base Rate), plus (ii) an additional charge of $2.9353 per 1000 cubic feet of metered water consumption for the operation, maintenance and debt service on the County’s northwest water distribution system tributary to the Toledo Transmission Facilities and the Berkey Distribution Facilities (the County Surcharge).

In the event that water usage in the Berkey Water Service Area exceeds in any calendar year an aggregate amount equal to 500 cubic feet per day per connected residential structure or residential equivalent unit, users in the Berkey Water Service Area shall also pay in each calendar year thereafter until consumption is reduced to or below that level, in addition to the Base Rate and the County Surcharge, an amount equal to 5% of the first block rate specified in Toledo Municipal Code Section 933.02(A)(1) charged to users within the City of Toledo.

Toledo may adjust the water rate payable by users in the City of Toledo as specified in the Toledo Municipal Code (and thereby the Base Rate) at any time, provided that no corresponding increase of rates to Berkey shall become effective unless Toledo shall have furnished a notice of the increase to Berkey at least thirty (30) days prior to the effective date thereof.

If for any reason Berkey shall fail to levy, or to collect and pay or cause to be collected or paid to Toledo, all or any part of the Special Assessments as contemplated by this Agreement, Toledo may increase the rates paid by users in the Berkey Water Service Area to compensate for that failure.

The amount of the local County Surcharge may be modified from time to time by the mutual agreement of the County and Berkey.

Section 5.6. Reading Meters, Billing and Collecting.

Toledo shall read the meters of users and prepare and mail all bills for water service charges and other items to users in the Berkey Water Service Area at the rates and charges specified in Section 5.6 of this Agreement and shall collect all such charges and other items, all in accordance with the Rules and Regulations.

All water service charges and other items billed to users within the Berkey Water Service Area shall be due and payable by the users on the date noted on the bill.

Toledo shall have the right to maintain any action and take all appropriate measures to collect such charges and items that may be delinquent. If any user neglects or refuses to make payments as required or violates any Toledo ordinance or the Rules and Regulations applicable to the use of the System, Toledo shall have the right to shut off the user’s
water service connection upon giving notice and following the procedures set forth in the Rules and Regulations or to certify unpaid amounts to the county Auditor for collection as provided in Section 743.04 of the Revised Code. In the event service to a user within the Berkey Water Service Area is discontinued, no service shall be permitted or resumed to that user until all delinquencies, including penalties are paid in full or satisfactory payment arrangements approved by Toledo are made.

Section 5.7. Use and Application of Amounts Collected.

Toledo shall use the water service and connection charges collected under Sections 5.4 and 5.5 of this Agreement to pay costs of (i) operating, maintaining, repairing and replacing, as necessary, the Berkey Distribution Facilities, (ii) constructing, installing, operating, maintaining, repairing and replacing, as necessary, the Toledo Transmission Facilities or (iii) for any other purpose for which it may lawfully use revenues of the System; provided that Toledo shall pay to the County quarterly, on the fifteenth day of each January, April, July and October, an amount equal to (i) the amount collected by Toledo in the preceding calendar quarter as a result of the County Surcharge, less (ii) an allocable portion of its cost of collecting the user charges provide for in Section 5.5.

Section 5.8 Applicability of Rules and Regulations

Each user in the Berkey Water Service Area who has applied for and signed an agreement for water provided by Toledo shall be considered as accepting the provisions of this Agreement, all applicable Toledo ordinances and the Rules and Regulations.

Berkey agrees to be bound by the applicable Toledo ordinances and the Rules and Regulations and to take any and all actions that may be required of it to enable the parties to comply with any state or federal law or regulation governing water service, including, but not limited to, the Safe Drinking Water Act. If Berkey fails to comply with any such applicable federal, state or local regulations, Toledo may take necessary action to properly enforce such measures.

ARTICLE VI

TERM; MISCELLANEOUS PROVISIONS

Section 6.1. Term of Agreement.

The term of this Agreement shall commence on the date of its execution and delivery to each of the parties and, unless this Agreement is terminated earlier under its terms or by mutual written agreement of the parties, shall continue until the later of (i) the date on which all of the Special Assessments have been collected and paid to Toledo, (ii) the date on which all amounts payable on securities issued and loans incurred by Toledo for the Toledo Transmission Facilities and the Berkey Distribution Facilities have been paid or provided for, or (iii) the date on which Berkey provides to Toledo a quitclaim deed and bill of sale conveying the Berkey Distribution Facilities to Toledo.

Section 6.2. Mandamus.

All of the agreements, covenants and duties of Berkey, Toledo and the County under this Agreement are hereby established as duties specifically enjoined by law or resulting from an office, trust or station upon Berkey, Toledo and the County within the meaning of Section 2731.01, Ohio Revised Code.
Section 6.3.  Notices.

Any and all notices required or permitted hereunder shall be deemed sufficiently given if made in writing either delivered in person or sent by certified mail, addressed as follows:

If to Berkey:  
Village of Berkey  
12360 Sylvania-Metamora Road  
Berkey, Ohio 43504  
Attention: Mayor  
Telephone: 419.829.3810

If to Toledo:  
City of Toledo  
One Government Center, Suite 2250  
Toledo, Ohio 43604  
Attention: Director of Law  
Telephone: 419.245.1020  
Fax: 419.245.1090

With a copy to:

City of Toledo  
Director of Public Utilities  
420 Madison Avenue  
Suite 400  
Toledo, Ohio 43604  
Telephone: 419.245.1235  
Fax: 419.245.1859

If to the County:  
County of Lucas  
One Government Center  
Suite 800  
Toledo, Ohio 43604  
Attention: Sanitary Engineer  
Telephone: 419.213.2926  
Fax: 419.865.1951
Section 6.4. Regional Cooperation Study.

Berkey and the County agree to cooperate with and participate in, at no cost to the Village, any studies or efforts designed to promote regional cooperation.

Section 6.5. Effect of Partial Invalidity.

A determination that any part of this Agreement is invalid shall not invalidate or impair the force or effect of any other part hereof, except to the extent that such other part is wholly dependent upon the part declared invalid.

Section 6.6. Entire Agreement; Amendments; Cooperation.

This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and it may not be effectively amended, changed, modified, altered or terminated except by written mutual agreement of the parties approved by their legislative authorities.

If the Ohio Environmental Protection Agency or any other governmental agency having jurisdiction over the System requires changes in this Agreement or in the System, the parties agree that they will approve those amendments or changes to the extent permitted by law.

In the event this Agreement, or any of its terms, conditions or provisions, is challenged by any third party or parties in a court of law, the parties agree to cooperate with one another in defending this Agreement with the object of upholding this Agreement.

Section 6.7 Termination

Either Toledo or Berkey may terminate this Agreement in the event of a material breach by the other; provided, however, that Berkey's agreements and covenants under Section 4.11 shall survive any such termination and continue until Berkey has paid to Toledo all amounts due to Toledo under that Section. No such termination shall be effective earlier than two years following one party's delivery of a written notice of termination to the other.

Section 6.8. No Personal Liability.

No obligation hereunder shall constitute the personal obligation, whether jointly or severally, of the members of the Board of County Commissioners of the County, the members of the Councils of Berkey or Toledo or any other officer or employee of Berkey, Toledo or the County.

Section 6.9. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall be regarded as an original and all of which shall constitute but one and the same instrument.
IN WITNESS WHEREOF, the undersigned duly authorized officers of Toledo, Berkey and the County have each executed this Agreement as of the date first written above.

Approved as to Form:

[Signature]
Village Solicitor
Village of Berkey, Ohio

Approved as to Content:

[Signature]
Director of Public Utilities
City of Toledo, Ohio

Approved as to Form:

[Signature]
Law Department
City of Toledo, Ohio

VILLAGE OF BERKEY, OHIO

By: [Signature]
Mayor

CITY OF TOLEDO, OHIO

By: [Signature]
Mayor

COUNTY OF LUCAS, OHIO

Commissioner

[Signature]
Commissioner

[Signature]
Commissioner

Lucas County Resolution No. 05-1196
EXHIBITS

Exhibit A – Map/Description of the Berkey Water Service Area
Exhibit B – Description of the Berkey Distribution Facilities
Exhibit C – Description of the Toledo Transmission Facilities
Exhibit D – Fourteen Principles of Smart Growth
Exhibit E – Description of the Berkey/Toledo Joint Economic Development Area
Exhibit F – Use Benefits Chart
Exhibit G – Richfield Township/Village of Berkey Land Use Plan
Limits of Berkey (March 2005, shown above)

Exhibit A - The water service district is the Village
Fourteen Principles of Smart Growth

To achieve smart growth, communities should be encouraged to:

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 homes for low-income families, and "granny flats" for empty nesters.

4. **Foster "Walkable," Close-Knit Neighborhoods.**
   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.

6. **Preserve Open Space, Farmland, Natural Beauty, and Critical Environmental Areas.**
   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 an alternative way to get to where they’re going. More communities need safe and reliable public transportation, sidewalks, and bike lanes.

9. **Make Development Decisions Predictable, Fair, and Cost-Effective.**
   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 smart development.

10. **Adopt "Smart" Building Codes.**
    Modern building codes can be a barrier to revitalizing 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 protracted litigation, tedious appeals, and endless litigation. When conflicts and disputes are being resolved cooperatively, the government role changes to that of convenor 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 System (GIS) and other advances in technology also offer new opportunities for improving land use decision making. New computer technologies now make it possible to analyze, 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 the public and private sectors.

Revised June, 2003
## EXHIBIT F

### USE BENEFITS CHART

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<td>5855 Ohio Street</td>
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<tr>
<td>59-01211</td>
<td>5905 Ohio Street</td>
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</tr>
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<td>59-01204</td>
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<td><strong>Total</strong></td>
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<tr>
<td>59-05527</td>
<td>5410 Berkey Southern Road</td>
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</tbody>
</table>
| 59-05546 | 5714 Berkey Southern Road      | 1     | Warehouse
| 59-05520 | 5730 Berkey Southern Road      | 1     | Warehouse
| 59-05511 | 5744 Berkey Southern Road      | 1     | Commercial
| 59-01197 | 5828 Berkey Southern Road      | 1     |
| 59-01191 | 5842 Berkey Southern Road      | 1     |
| 59-01187 | 5860 Berkey Southern Road      | 1     |
| 59-01184 | 5900 Berkey Southern Road      | 1     |

38 + 5 comm.
## EXHIBIT F

<table>
<thead>
<tr>
<th>Parcel No.</th>
<th>Address</th>
<th>Use Benefits</th>
</tr>
</thead>
<tbody>
<tr>
<td>59-01181</td>
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<td>59-01177</td>
<td>5874 Berkey Southern Road</td>
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<td>59-10257</td>
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<td>59-10271</td>
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<td>59-10277</td>
<td>5921 Berkey Southern Road</td>
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<td>59-10284</td>
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<td>59-10187</td>
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<td>59-10037</td>
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<tr>
<td>59-10017</td>
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<td>59-10004</td>
<td>5817 Berkey Southern Road</td>
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<td>59-05654</td>
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<td>59-01175</td>
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<td>59-01244</td>
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<tr>
<td>59-02674</td>
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<td>59-05618</td>
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<td>59-01241</td>
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<td>59-02994</td>
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<td>59-02917</td>
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**Total** 25 + 4 comm.

## Total Berkey

<table>
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<th>Township</th>
<th>Address</th>
<th>Use Benefits</th>
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<tbody>
<tr>
<td>57-04948</td>
<td>5740 Richfield Center Road</td>
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<tr>
<td>57-05253</td>
<td>5745 Richfield Center Road</td>
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**Total** 92 + 9 comm.
## EXHIBIT F

<table>
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<th>Type</th>
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</thead>
<tbody>
<tr>
<td>57-05221</td>
<td>10645 Sylvania Metamora Road</td>
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<tr>
<td>57-05241</td>
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</tr>
<tr>
<td>57-05254</td>
<td>10535 Sylvania Metamora Road</td>
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<tr>
<td>57-02884</td>
<td>10835 Sylvania Metamora Road</td>
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</tr>
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<td>57-03904</td>
<td>10815 Sylvania Metamora Road</td>
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</tr>
<tr>
<td>57-03102</td>
<td>10953 Sylvania Metamora Road</td>
<td>1</td>
</tr>
<tr>
<td>57-01074</td>
<td>11000 Sylvania Metamora Road</td>
<td>1</td>
</tr>
<tr>
<td>57-01281</td>
<td>11050 Sylvania Metamora Road</td>
<td>2 (duplex)</td>
</tr>
<tr>
<td>78-01954</td>
<td>9835 Sylvania Metamora Road</td>
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</tr>
<tr>
<td>78-00914</td>
<td>9840 Sylvania Metamora Road</td>
<td>Comm.</td>
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<td>78-00651</td>
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</tr>
</tbody>
</table>

**Total Township**

**27 + 1 comm.**

**TOTAL ASSESSABLE PARCELS**

**121 + 10 comm**
Land Use Plan
Village of Berkley
Richfield Township

Legend

Future Residential
Future Commercial
Future Open Space
Agricultural
Church
Cemetery
Open
Public
Vacant
Residential
Park/Recreation
Street
Ditch
Creek
Boundary
Jurisdictional

Year 2020