AGREEMENT

This agreement entered into this 18th day of December, 1974, between Lucas County, Ohio, hereinafter designated "Lucas County", acting through its Board of Commissioners pursuant to Chapter 6103 of the Revised Code of Ohio, and Monroe County, Michigan, hereinafter designated "Monroe County", acting by and through the Drain Commissioner of said County pursuant to Act 342, Michigan Public Acts of 1939, as amended, and Act 76, Michigan Public Acts of 1965,

WITNESSETH:

WHEREAS, Monroe County, and the City of Toledo, Ohio have heretofore entered into a certain Water Agreement whereby Toledo has undertaken to supply water for certain areas within Monroe County with Monroe County as its customer; and

WHEREAS, Lucas County and the City of Toledo have heretofore entered into a certain Water Contract whereby Toledo has been granted authority to use the mains, stations, reservoirs, tanks and other improvements installed by the Lucas County Commissioners pursuant to said Contract, for the purpose of supplying water to Toledo’s customers outside the County Water Area; and

WHEREAS, by agreement with the Lucas County Sanitary Engineer, Monroe County, acting by and through its Drain Commissioner - County Agency, has heretofore undertaken to assume a portion of the cost of the construction of Water Supply System No. 1021, Metropolitan Sewer District, Shoreland - Summit Street Addition, in Washington Township, which system has been constructed under Private Agreement, with the understanding that Monroe County would have the right at some future time to establish a take-off point at the end of said line in Summit Street at the nearest point to the Ohio-Michigan State Line for the purpose of receiving water at said take-off point as a customer of Toledo in order to supply water to the areas of Monroe County immediately to the North of said take-off point; and
WHEREAS, by agreement with the Lucas County Sanitary Engineer, Monroe County, acting by and through its Drain Commissioner - County Agency, has heretofore made a connection to the water main in Suder Avenue at Bahiamar Road in the County Water Area for the purpose of receiving water at said take-off point as a customer of Toledo in order to supply water to the areas of Monroe County immediately to the North of said take-off point, and further has installed a meter pit within the right-of-way of Suder Avenue at said location and has installed a water main within the right-of-way of Suder Avenue extending from said take-off point to the Ohio-Michigan State Line; and

WHEREAS, the parties desire to embody the foregoing agreements between the Lucas County Sanitary Engineer and the Monroe County Drain Commissioner - County Agency in written form; and

WHEREAS, the execution of this Agreement has been duly authorized by resolution of the Lucas County Board of Commissioners adopted on December 25, 1974, and by resolution of the Monroe County Board of Commissioners adopted on December 17, 1974,

NOW, THEREFORE, IT IS AGREED by and between Lucas County and Monroe County as follows:

Section 1. Payment by Monroe County. Monroe County shall forthwith pay the sum of $25,000.00 to Lucas County.

Section 2. Connection to Water Supply System No. 1021. Monroe County shall have the right to connect to Water Supply System No. 1021, Metropolitan Sewer District, Shoreland-Summit Street Addition, in Washington Township, at the point in Summit Street nearest to the Ohio-Michigan State Line at such time as Monroe County shall desire to make such connection, for the purpose of receiving water at said take-off point as a customer of Toledo in order to supply water to the areas of Monroe County immediately to the North of said take-off point. It is understood and agreed that the aforesaid payment of $25,000.00 will be remitted by Lucas County to the person who constructed said water supply line pursuant to Private Agreement, and that said payment shall constitute the entire fee chargeable for said connection.

Section 3. Connection at Suder Avenue and Bahiamar Road. The right of Monroe County to connect to the water main in Suder Avenue at Bahiamar
Road for the purpose of receiving water at said take-off point as a 
customer of Toledo in order to supply water to the areas of Monroe County 
immediately to the north of said take-off point is hereby confirmed.

Section 4. Right to Use Highways. Monroe County shall have the 
right to use and shall have all necessary easements in the area extending 
in and along the right-of-way of Suder Avenue within Washington Township 
from the Ohio-Michigan State Line to the take-off point at the intersection 
of Suder Avenue and Bahiamar Road, and also in the area extending in and 
along the right-of-way of Summit Street within Washington Township from 
the Ohio-Michigan State Line to the take-off point from Water Supply 
System No. 1021, Metropolitan Sewer District, required for the construction, 
laying, locating and operating, repairing, replacing, removing and/or 
maintaining water mains extending from the take-off points provided for 
in Section 2 and 3 herein, together with meter pits and any other necessary 
apprurtenances, without payment of any kind or license fees of any kind. 
The location of said easements within and along the aforesaid rights-of-way 
shall be subject to the approval of the Lucas County Sanitary Engineer and 
the Lucas County Engineer.

The said mains and appurtenances constructed in accordance with and 
under the authority of this section shall be the property of Monroe County, 
Provided, there shall be no customer and/or lateral connections made to 
said mains within Lucas County by either party. Monroe County shall perform 
at its cost all necessary excavating, backfilling and street restoration 
and replacement (in accordance with the ordinances, rules and regulations 
now or hereafter in effect in Lucas County.) Monroe County shall pay the 
entire cost of and will restore and replace all streets, pavements, sewers, 
drains, gas and water mains or lines, lawns, boulevards, trees and shrubs 
affected by any work incident to said mains to the same condition as they 
were prior to the installation, construction, repairs, replacement and/or 
maintenance of said mains within Lucas County.

Monroe County agrees to indemnify and save Lucas County harmless 
from all claims, demands, actions and causes of action of any nature 
whatsoever except such as result from acts or omissions of officers,
employees or agents of Lucas County arising out of the construction of
said mains and appurtenances within Lucas County.

Section 5. Law Governing Agreement. It is mutually agreed by
Lucas County and Monroe County that, excepting the laws of Ohio and
Michigan enabling the parties hereto to enter into and execute the within
Agreement, the laws of the State of Ohio shall govern and control the
validity of the within Agreement and the rights and obligations of the
parties thereto.

IN WITNESS WHEREOF, Lucas County and Monroe County have caused this
Agreement to be executed the day and year first mentioned above.

LUCAS COUNTY, OHIO

BY: [Signature]

[Name]
Board of County Commissioners

MONROE COUNTY, MICHIGAN

BY: [Signature]

[Name]
Chairman, Board of Commissioners

BY: [Signature]

[Name]
Clerk, Board of Commissioners

BY: [Signature]

[Name]
DRAIN Commissioner - County Agency

Approved as to form:

Office of Lucas County Prosecutor

BY: [Signature]

[Name]
Legal Counsel, Monroe County
Board of Commissioners
AGREEMENT
BETWEEN THE CITY OF TOLEDO, OHIO
AND THE COUNTY OF MONROE, MICHIGAN

THIS AGREEMENT, entered into this 1st day of April, 1975, between the CITY OF TOLEDO, OHIO, hereinafter designated "Toledo", acting through its City Manager and Director of Public Utilities, and the COUNTY OF MONROE, STATE OF MICHIGAN, hereinafter designated "Monroe County", acting by and through the County Drain Commissioner of said County, pursuant to Act 342, Michigan Public Acts of 1939, as amended, and Act 76, Michigan Public Acts of 1965.

WITNESSETH:

WHEREAS, the parties have heretofore entered into a certain Water Agreement, dated October 17, 1969, hereinafter referred to as "Water Agreement", providing for the sale and delivery of surplus water by Toledo to Monroe County for distribution to consumers of the area designated in said "Water Agreement" as the "Monroe County Water District", and for the construction, as provided in said "Water Agreement" of transmission facilities by Monroe County within the limits of Toledo; and

WHEREAS, said "Water Agreement" provides for the sale and delivery of water to Monroe County at designated take-off points, and provides further that any additional take-off points shall be subject to later mutual agreement between Toledo and Monroe County; and

WHEREAS, Monroe County desires to establish additional take-off points at the Toledo water main in Suder Avenue at Bahiamar Road and at the Toledo water main in Summit Street at a point nearest to the Ohio-Michigan state line; and

WHEREAS, the "Water Agreement" between Monroe County and the City of Toledo provides that the said City of Toledo will, subject to the terms, provisions and conditions contained in said
"Water Agreement", furnish to Monroe County a volume of water not to exceed 7,300 gallons of water per minute at all take-off points; and

WHEREAS, said "Water Agreement" provides that Monroe County shall have the right to sell water purchased by it from Toledo solely to consumers within the "Monroe County Water District", and water supplied in accordance with said Agreement shall be used only in the "Monroe County Water District"; and

WHEREAS, there presently exists an extreme emergency within an area outside of the "Monroe County Water District" requiring an additional water supply to be furnished to consumers utilizing the water distribution system of the City of Monroe, Michigan, hereinafter referred to as "City of Monroe", which will be temporary in nature during a period of construction of additional water facilities presently in process which will enable service by the City of Monroe; and

WHEREAS, the supplying of water by Monroe County to the City of Monroe will not subject the water system of Toledo to any additional demands not already provided for in said "Water Agreement"; and

WHEREAS, to effect the furnishing of the aforesaid water, it will be necessary to specifically authorize Monroe County to resell outside of the "Monroe County Water District" water presently purchased by it under the "Water Agreement", which act is presently not provided for by the terms of said Agreement, provided, however, that the total volume of water to be furnished by Toledo under the said "Water Agreement" shall not be exceeded; and

WHEREAS, the Council of the City of Toledo did on the 10th day of December, 1974, duly enact Ordinance No. 1021-74, of said City, authorizing, directing and empowering the City Manager and Director of Public Utilities to enter into and execute on behalf
of Toledo an Agreement with Monroe County, providing for the addition of take-off points, and further providing for the resale of water by Monroe County to the City of Monroe, on a temporary basis; and

WHEREAS, the Board of Commissioners of the County of Monroe, State of Michigan, did adopt a Resolution on the 28th day of January, 1975, authorizing the County Drain Commissioner of Monroe County to enter into and execute on behalf of Monroe County an Agreement with Toledo, providing for the addition of take-off points, and further providing for the resale of water by Monroe County to the City of Monroe, on a temporary basis;

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN TOLEDO AND MONROE COUNTY AS FOLLOWS:

SECTION 1. Additional Take-off Points. Pursuant to Section 4 of the "Water Agreement", Toledo shall sell and deliver water to Monroe County at the following take-off points, in addition to those specifically set forth in said section, as and when the same may be needed to supply water to the "Monroe County Water District", to-wit:

A. Toledo main in Suder Avenue at Bahiamar Road.
B. Toledo main in Summit Street at nearest point to Ohio-Michigan State line.

The provisions of this section shall be in force for the period of time provided for in Section 16 of the "Water Agreement".

SECTION 2. Sale of Water to the City of Monroe, Michigan. Monroe County shall, subject to the terms, provisions and conditions hereinafter set forth, have the right to resell water sold and delivered to it by Toledo to the City of Monroe, on a temporary and emergency basis. The said water resold to the said City of Monroe shall be used by consumers in an area supplied by the water distribution system of Monroe, which is located outside of the "Monroe County Water District". The aforesaid resale of water
sold to Monroe County shall be effectuated under a written Agree-
ment by and between the City of Monroe and Monroe County; and
such Agreement shall not be entered into without first submitting
the same to the City of Toledo for its approval. Such Agreement
shall include the following terms, provisions and conditions:

A. The Agreement shall be in force for a period
not to exceed four (4) years beginning with the date
hereof, said Agreement terminating at the time the
water facilities which Monroe presently has under
construction become operable; provided, however, the
aforesaid period may be extended by mutual agreement
upon first obtaining the approval of the City of
Toledo of such extension in the event such extension
is required to provide sufficient time to permit the
aforesaid facilities to become operable; and provided,
however, that the total volume of water to be furnished
by Toledo under the "Water Agreement" shall not be exceeded.

B. The volume of water sold to the City of Monroe,
as aforesaid, shall not, based upon an annual average,
exceed one percent (1%) of 7,300 gallons per minute,
the latter figure of 7,300 gallons per minute represent-
ing the total volume of water to be furnished under the
said "Water Agreement" at all take-off points.

SECTION 3. Toledo as Source of Water. The volume of
water authorized to be resold by Monroe County to the City of
Monroe shall not be considered as a factor in permitting Monroe
County to take action to provide for consumer requirements in the
"Monroe County Water District" in excess of the City of Toledo's obli-
gations under the "Water Agreement" or in the determination of Toledo's
failure or refusal to provide a supply of water to consumers in
the said "Monroe County Water District" in excess of that required
to be furnished under the "Water Agreement"; nor shall the said
volume of water resold be considered as a factor in increasing
the total volume of water required to be furnished by the City of Toledo under the "Water Agreement".

SECTION 4. Effect of Agreement Provisions. Provisions contained in this Agreement affording Monroe County the right to resell to the City of Monroe on a temporary and emergency basis water sold and delivered to Monroe County by Toledo shall not be construed as a waiver, present or future, of the terms, conditions and provisions contained in the "Water Agreement" prohibiting the sale and/or use outside of the "Monroe County Water District" of such water sold and delivered by Toledo to Monroe County; nor shall the affording of the aforesaid right to Monroe County be construed to be or in fact constitute a modification or amendment of the said terms, conditions and provisions contained in said "Water Agreement", which shall remain in full force and effect.

SECTION 5. Termination by Operation of Law. It is agreed by the parties hereto that if the intent and purpose of this Agreement cannot be legally carried out by virtue of the statutes and constitutions of the State of Ohio and the State of Michigan and the Charter of the City of Toledo, this Agreement shall be null and void.

SECTION 6. Severability Clause. The several provisions of this Agreement are declared to be severable and the holding as invalid of any section or provision hereof shall not impair or invalidate the remaining sections or provisions hereof.

SECTION 7. Law Governing Contract. It is mutually agreed by Toledo and Monroe County that, excepting the Laws of Michigan and Ohio, enabling the parties hereto to enter into and execute the within Agreement, the Laws of the State of Ohio shall govern and control the validity and effects of the within Agreement and the rights and obligations of the parties thereto.

ENTERED INTO AND EXECUTED by all parties in the City of
Toledo, Ohio, upon the day and dates stated and set forth in the first paragraph hereof.

ATTEST:
By
 Mayor
By
 Clerk of Council

THE CITY OF TOLEDO, OHIO
By
City Manager
By
Director of Public Utilities

APPROVED AS TO FORM AND SUBSTANCE:
By
Assistant Director of Law City of Toledo
By
Attorney for Monroe County Board of Commissioners

THE COUNTY OF MONROE, MICHIGAN
By
Chairman, Board of Commissioners
By
Clerk, Board of Commissioners
By
Drain Commissioner, County Agency

By
Attorney for Monroe County Drain Commissioner