WATER AGREEMENT BETWEEN
CITY OF TOLEDO
AND
CITY OF SYLVANIA

THIS AGREEMENT entered into this \( \text{\textasciitilde}^{\text{th}} \) day of \( \text{July} \), 2008 between the
City of Toledo ("Toledo"), acting through its Mayor, and the City of Sylvania ("Sylvania")
acting through its Mayor and Finance Director.

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 Sylvania since the expiration of
its August 2, 1965 agreement in 1995 without a written contract; and

WHEREAS, Sylvania has requested continued water service from Toledo and is willing
to enter into a contract for such water services pursuant to the legislative authority granted in
Ordinance No. ______ passed ______________, 2008; and

WHEREAS, Toledo is willing to sell surplus water to Sylvania subject to limitations and
conditions of this Agreement pursuant to the legislative authority granted in Ordinance No.
_____, passed ______________, 2008;

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

SECTION 1     SALE OF WATER

Toledo agrees to sell surplus water to Sylvania, to the extent that it may lawfully do so, to
be distributed through the water distribution system of Sylvania. Sylvania shall have the right to
sell the purchased water only to consumers within the Sylvania water service area unless
otherwise agreed to by Toledo. During the term of this contract, no other water supplies shall be
commingled with Toledo water in the Sylvania water service area. However, in the event Toledo
determines it does not have sufficient surplus water to supply the needs of Sylvania, then
Sylvania 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
Sylvania. In all cases of water curtailment or restriction, Toledo shall provide as much advance
notice to Sylvania as is reasonably possible.

SECTION 2     SERVICE AREA

The Sylvania water service area ("Service Area") consists of the area shown on the map
attached as Exhibit A which is fully incorporated herein. The portion of the Service Area
outside of the Sylvania city limits shall be a non-exclusive district and shall not grant rights to
Sylvania 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.

SECTION 3 CONNECTION POINTS
Toledo shall deliver water to Sylvania at the following locations:

A. Through a trunk main at Holland-Sylvania Road and Sylvania Avenue;

B. Through a connection on Sylvania Avenue west of Stonehenge Drive;

C. Through connection on King Road about one-half mile north of Sylvania Avenue (subject to the continued effectiveness of the July 25, 1991 Sylvania-Lucas County water agreement);

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

SECTION 4 TRUNK MAIN
Sylvania shall, at its own cost, maintain, repair and replace a trunk main to connect to a 30-inch trunk main at Holland-Sylvania Road and Sylvania Avenue in Lucas County, Ohio. In the event Toledo shall annex the area extending in and along the right-of-way of Holland-Sylvania Road, Sylvania shall have the right to use and shall have all necessary easements in said area required to maintain, repair, replace and/or remove the trunk main without payment of any kind or license fees of any kind.

SECTION 5 STORAGE FACILITIES
Sylvania 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. Sylvania 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. Sylvania shall only fill its reservoirs and/or storage tanks at times that are mutually agreed upon by the parties. In addition, Sylvania shall install and maintain pressure-sustaining valves in its system to minimize pressure fluctuations as determined necessary by Toledo.

SECTION 6 MASTER METER SERVICE
A. Sylvania shall operate the entire water system in the Service Area and shall maintain and replace when necessary at its cost all mains, reservoirs, tanks, pumping stations and other improvements and equipment now in existence or hereafter constructed. Toledo shall not have any responsibility for construction, maintenance or operation of water facilities within the Service Area.

B. Sylvania shall furnish, maintain and test its master meters in accordance with the Toledo Municipal Code and the Department of Public Utilities Rules and Regulations, at Sylvania’s expense, for the purpose of measuring water supplied by Toledo at the approved take-off points. The metering of water under this Agreement shall be subject to all other written agreements in effect which provide for submetering including but not limited to the July 25, 1991 Sylvania/Lucas County water agreement, the May 20, 1994 Toledo/Sylvania/Monroe
County/ Home City Ice water supply agreement and the March 6, 1996 Temporary Water Billing Agreement between Toledo and Dana Corporation TRP. Toledo and Sylvania shall have unrestricted access to such meters and each party shall be furnished a key to each of the meters. The meters shall be available at all times for inspection, calibration and reading by authorized officers and employees of the parties. Toledo is authorized to effect repairs and maintenance of the master meters at the expense of Sylvania which, in Toledo’s judgment and discretion, are of an emergency nature without requiring the consent or authorization of Sylvania; provided that Sylvania is notified prior to commencement of such work. The Sylvania master meters shall be tested pursuant to applicable provisions of the Toledo Municipal Code and the Department of Public Utilities Rules and Regulations.

C. Should a master meter fail to properly measure the volume of water provided by Toledo to Sylvania, the volume for such period of failure shall be computed by using the flow rates of the meter for an equal number of days prior to and following the failure, or by the application of any other method or period of time as mutually agreed upon that would more accurately reflect the volume for such period of failure.

SECTION 7 WATER RATES
A. For all Toledo water supplied, Sylvania shall pay a usage charge equal to the metered volume multiplied by the first block rate charged to consumers within Toledo as specified in Toledo Municipal Code Section 933.02(a)(1) plus a surcharge of seventy-five percent (75%).

B. 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 Sylvania at least thirty (30) days prior to the effective date thereof. Sylvania 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. Sylvania shall pay the amount of any contested increase by Toledo but the portion of the increase that is contested shall be considered to be paid under protest.

C. Toledo shall read the master meters and bill Sylvania monthly for water furnished under this Agreement and Sylvania shall pay for said service in accordance with the Toledo Municipal Code and the Rules and Regulations of Toledo’s Department of Public Utilities.

SECTION 8 APPLICABILITY OF TOLEDO RULES AND REGULATIONS
By execution of this agreement, Sylvania agrees to be bound by the applicable ordinances, rules and regulations of Toledo as they may be amended from time to time, however no amendments regarding the imposition of sharing a portion of tax revenues (other than those tax revenues contained within this agreement) or establishment of JEDZ may be enacted without legislative approval of both Toledo and Sylvania. In addition, Sylvania 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. Sylvania agrees to assist Toledo in complying with such regulations. In the event Sylvania fails to comply with applicable federal, state or local regulations, Toledo is authorized to take necessary action to properly enforce such measures.
SECTION 9  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, Sylvania 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 reservoirs or pumping stations or other emergency, water may be shut off without notice. Notice of such shutoff shall be given to the Mayor or Director of Public Service, which notice may be given 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 Sylvania and/or any person, firm, corporation and/or governmental body in the Service Area. Sylvania agrees to abide by and enforce any emergency restrictions of water use on its customers that may be imposed upon consumers within Toledo.

SECTION 10  NEW AREAS OUTSIDE CURRENT SYLVANIA CITY LIMITS

A. Sylvania shall not, directly or indirectly, provide water service to any new non-residential structure outside Sylvania’s current City limits that is not currently receiving water service through the City of Sylvania’s water service system, without being first annexed or have signed an annexation agreement. Those structures include, but are not limited to commercial structures, industrial structures, government offices, schools, medical facilities, extended care facilities and facilities used by non-profit organizations. Those new non-residential structures become subject to the terms of the Revenue Sharing Agreement between Toledo and Sylvania dated July 12, 2008 and attached hereto as Exhibit B. Sylvania hereby certifies that Exhibit B contains all the existing non-residential structures outside the Sylvania corporate limits served by Sylvania as of the date of this agreement. In the event Sylvania provides water to those new structure or structures in violation of this provision of this Agreement, the same shall constitute a material breach of this Agreement and entitle Toledo, at its sole option, may take any or all of the following actions: prohibit any or all new service connections, direct or indirect, within the Service Area; impose the non-contract water rate specified in Toledo Municipal Code Section 933.02(b) on all water used pursuant to this Agreement notwithstanding the rate established in Section 7A; and any other remedies available at law or equity. In the event that the provisions of a revenue sharing agreement entered by the parties calling for revenue sharing with Toledo are found to be invalid or unenforceable, then in that event the provisions of this Agreement allowing for the use of Toledo water to such areas are are covered by the revenue sharing agreement shall be deemed dependent provisions and therefore null and void.

B. Sylvania shall not, directly or indirectly, enter into a revenue sharing agreement with any other party which encompasses property being serviced with water from Toledo (whether Sylvania provides such water service or any other party provides such water service) unless Toledo is a party to such revenue sharing agreement upon terms acceptable to all parties, including Toledo.

C. Sylvania shall not, directly or indirectly, provide water service in any portion of the service area annexed to Sylvania after the date of this Agreement unless Sylvania shall have first formally adopted and implemented 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 C and incorporated herein by reference.

SECTION 11 TERM: MISCELLANEOUS
A. This Agreement shall be in force and effect for a term ending on July 23, 2028 unless terminated earlier by mutual agreement of the parties.

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. Either party may terminate this Agreement in the event of a material breach by the other party.

D. Sylvania shall supply Toledo with copies of all applications for the installation of commercial water service connections for new structures lying outside the City of Sylvania's current municipal boundaries to be served by the City of Sylvania's water service system.

SECTION 12 INDEMNITY
To the extent permitted by law, the parties agree to indemnify and 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 13 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 14 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.

IN WITNESS WHEREOF, the City of Toledo, by its Mayor and Director of Public Utilities and the City of Sylvania, but its Mayor and Director of Finance have caused this Agreement to be executed on the date first mentioned above.

Approved as to Content:

[Signature]
Director of Public Service

Approved to as Form:

[Signature]
Director of Law

[Signature]
Director of Finance

CITY OF SYLVANIA
Approved as to Content:

[Signature]

Director, Department of Public Utilities

Approved to as Form:

[Signature]

Law Department

CITY OF TOLEDO

[Signature]

Mayor:

[Signature]
REVENUE SHARING AGREEMENT
BETWEEN
CITY OF TOLEDO
AND
CITY OF SYLVANIA

THIS AGREEMENT for Revenue Sharing is entered into this 24th day of
July, 2008 between the City of Toledo ("Toledo"), acting through its Mayor, and the City
of Sylvania ("Sylvania") acting through its Mayor and Finance Director.

WITNESSETH:

WHEREAS, Toledo and Sylvania desire to enter into an agreement for revenue sharing under the
authority granted to the parties under the Constitution and laws of the State of Ohio, specifically including
the Home Rule and Public Utility provisions of the Constitution of the State of Ohio; and,

WHEREAS, the parties agree that the creation of the Revenue Sharing Agreement will facilitate
new or expanded growth for commercial or economic development in this state and the City of Sylvania;
and,

WHEREAS, the parties agree that mutual benefits along with substantial consideration exists to
support the Revenue Sharing Agreement; and,

WHEREAS, the parties agree that they are entering into the Revenue Sharing Agreement freely
and without duress or coercion; and,

WHEREAS, Sylvania is authorized to enter into this Agreement pursuant to Ordinance No. _____
2008, passed __________, 2008; and,

WHEREAS, Toledo is authorized to enter into this Agreement pursuant to Ordinance No.
_____, passed __________, 2008.

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

SECTION 1 DEFINITIONS
In addition to the words and terms defined elsewhere in this Agreement, the words and
terms set forth below shall have the meanings ascribed to them below for all purposes of this Agreement.

"Annexed Property" means all of the real estate not located within the current existing
boundaries of the City of Sylvania as reflected in the attached Exhibit A to this Agreement that is
subsequently annexed to the City of Sylvania pursuant to petitions filed by property owners after the
effective date of this Agreement.

"Businesses" means all companies, corporations, partnerships, sole proprietorships, and every enterprise, private or public, whether conducted for-profit or not-for-profit, that locate within the area of the Revenue Sharing Agreement as shown on Exhibit __B__, commonly referred to as the "Flower Hospital Campus" after the effective date of this Agreement.

"Cost of Living Adjustment" is equal to the annual percentage increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers as calculated by the U.S. Department of Labor.

"Gross Revenues" means total collections less refunds.

SECTION 2 CONTRIBUTION OF SERVICES

A. Sylvania shall furnish or cause to be furnished to the Flower Hospital Campus all municipal services historically furnished by Sylvania including, but not limited to, the following: administration of zoning; leaf 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.

B. Toledo will furnish or allow Sylvania to furnish Toledo water to the Flower Hospital Campus under the terms of a separate written Water Agreement dated __ and hereinafter incorporated by reference. Toledo will provide services to assist Sylvania’s efforts in the further expansion, development, promotion of the FHC as well as the other areas subject to revenue sharing under this agreement as the two parties hereto may mutually agree. Sylvania and Toledo will continue to cooperate in provision of financing, both public and private, that supports the provision of infrastructure needed to enhance economic development within the FHC and other areas subject to revenue sharing herein.

C. Nothing contained herein shall be construed as obligating either party to provide any particular service, level of service or financial commitment to the FHC, and such matters shall be left to the further mutual agreement of the parties consistent with the goal of promotion of economic development.

SECTION 3 ZONING

The zoning of the territory shall be determined by Sylvania in accordance with the charter, ordinances, rules, procedures and regulations of Sylvania.

SECTION 4 IMPROVEMENTS

Nothing herein shall be construed as imposing upon either party an obligation to undertake and pay for improvements other than as the parties may subsequently agree from time to time.
SECTION 5 COSTS
All costs relating to the collection and distribution of the municipal income tax shall be borne by Sylvania.

SECTION 6 MUNICIPAL INCOME TAX
A. The Sylvania municipal income tax shall continue to be imposed and collected in the FHC area in accordance with Chapter 171 of the Sylvania Municipal Code. Sylvania and Toledo shall share, in each year, the Gross Revenues received from the collection of the Sylvania municipal income tax generated from the Flower Hospital Campus by persons employed by businesses located on property within the Flower Hospital Campus, not including temporary construction jobs, as follows:

Toledo and Sylvania’s Tax Commissioners have established the Baseline Income Tax Revenue generated at the FHC based on the total income tax received from the FHC for Calendar Year 2007, and which shall be exempted from the Revenue Sharing calculation. The Baseline Income Tax Revenue is established at $985,741.94, which does not account for temporary construction jobs which are exempted from the calculation.

This Baseline income tax threshold shall be adjusted annually as follows:

The level of the Revised 1964 Consumer Price Index, published by the U.S. Bureau of Labor Statistics for “All Items and Major Group Figures for Urban Wage Earners and Clerical Workers (including single workers)” for the entire U.S.A. for August, 2008 is hereafter called the Base Level. The index herein referred to is based upon 1967 = 100 and should such base be changed, the applicable index figures shall be adjusted to reflect such change. If, for either of the months stated, such Index is not published or issued, then the parties shall use such other index as is then generally recognized and accepted in the U.S. for similar determinations for purchase powers.

To the extent that gross revenues exceed the Baseline Income Tax threshold together with the Annual Adjustment, Sylvania shall pay Toledo 40% of the first one and one half percent (1 1/2%) of the Sylvania Municipal Income Tax imposed with Sylvania retaining the remaining 60% of the Sylvania Municipal Income Tax imposed at the 1 1/2% tax rate.

B. Commencing after the effective date of this Agreement and promptly following the last day of each April, July, October and January, but under no circumstances later than thirty (30) days following each such last day, Sylvania shall deliver to Toledo the portions of the amounts due to Toledo under this paragraph received by Sylvania during the three calendar months ending on the last day.

C. Sylvania and Toledo recognize the existence of various concepts with respect to tax sharing that may have significant financial impact upon economic development. The parties
agree that they will fairly consider any such concepts as they may be proposed within or outside the FHC from time to time in the future.

D. Sylvania’s Tax Commissioner shall grant full and complete access to Toledo’s Tax Commissioner to the extent permitted by the Ohio Revised Code to any and all information necessary to verify the receipts and disbursements by Sylvania to Toledo.

SECTION 7  TERM OF AGREEMENT
This Agreement shall be in force and effect for an initial term ending on 23rd, 2028. At the expiration of the initial term of this Agreement, the parties may renew the Agreement upon such terms as they shall mutually agree; provided, however, that this Agreement shall automatically renew with no further action of the parties for a term of time equal to the remaining term of the then existing water service agreement (or any successor or similar agreement to supply water) in effect between the parties. Nothing herein prohibits the parties from terminating this Agreement at any time upon such terms and conditions as the parties may agree so long as such termination is by mutual agreement as provided herein. This Agreement, however, is rendered null and void in the event water from Toledo ceases to be provided to the Sylvania water service area, as set forth in the Water Agreement approved in Ordinance ____-2008 passed ______________, 2008.

SECTION 8  EXTENSION OF TERRITORIAL LIMITS OF REVENUE SHARING AREA
In the event that additional territory is annexed to Sylvania that lies within the boundaries that reflect the current existing boundaries of the City of Sylvania and the City of Sylvania’s Water Service Area that are established on Exhibit A to the Water Agreement, the parties agree that to the extent permitted by law such additional territory shall, without further action by the parties, be added to and become part of this Revenue Sharing Agreement and subject to all the terms and conditions of this Agreement on the first day of the calendar month next following the month in which the annexation is completed. However, this Revenue Sharing Agreement shall only apply to “new growth” in the newly annexed territory. New growth is defined as new jobs in a new facility. There will be no revenue sharing between Sylvania and Toledo for jobs located within the facilities listed on Exhibit B to the Water Agreement dated 11th, 2008 in the annexed property as of the date of this Agreement.

SECTION 9  EFFECTIVE DATE
In order for this Agreement to become effective, it shall be authorized by appropriate ordinances adopted by the legislative authorities of Toledo and Sylvania. In the event that the legislative authority of one of the parties does not adopt legislation authorizing this Agreement within thirty (30) days after the legislative authority of the other party has adopted legislation authorizing this Agreement, then, in that event, this Agreement shall be null and void and neither party shall have any claim against the other pursuant to this Agreement, except that the parties may, as they mutually agree, extend such date.

SECTION 10  MODIFICATION OF AGREEMENT
This Agreement may be modified by the parties only in writing approved by the legislative
authorities of both parties by appropriate ordinances authorizing such modification. Such modification, in
order to be effective, must be authorized by appropriate legislation passed by the legislative authority of
each party within ninety (90) days after the legislative authority of the other party passes the authorizing
legislation.

SECTION 11    SUPPORT OF AGREEMENT
In the event any third party or parties challenge this Agreement or any of its terms,
conditions or provisions in a court of law, the parties agree to cooperate with one another in defending this
Agreement with the object of upholding this Agreement. Each party shall bear its own costs in any such
proceeding challenging this Agreement or any term or provision thereof.

SECTION 12    EXECUTION OF OTHER DOCUMENTS
The parties agree to cooperate with one another in the implementation of this Agreement
and to execute or cause to be executed, in a timely fashion, all other necessary instruments, petitions and
similar documents in order to effectuate the purposes of this Agreement. This Agreement shall be
executed in duplicate, both copies constituting an original.

SECTION 13    SEVERABILITY CLAUSE
The invalidity or unenforceability of any one or more phrases, sentences, sections or
clauses herein contained shall not affect the validity or enforceability of the remaining portions hereof or
any part hereof and the same shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Toledo, by its Mayor and Director of Public Utilities and
the City of Sylvania, by its Mayor and Director of Finance have caused this Agreement to be executed on
the date first mentioned above.

CITY OF SYLVANIA
by_________________________________________
   Craig A. Stough, Mayor
by_________________________________________
   Scott S. Smith, Director of Finance

APPROVED AS TO FORM:

James E. Moan, Director of Law

APPROVED AS TO CONTENT:

Jeffrey P. Ballmer, Director of Public Service

CITY OF TOLEDO
by_________________________________________
   Carlton S. Finkbeiner, Mayor

APPROVED AS TO FORM:

______________________________
Law Department

APPROVED AS TO CONTENT:

______________________________
Director of Public Utilities
### AREA 1

<table>
<thead>
<tr>
<th>Commercial Business</th>
<th>Address</th>
<th>Parcel No.</th>
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<tbody>
<tr>
<td>Gas Station</td>
<td>8249 Sylvania Metamora Dr.</td>
<td>78-11924</td>
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<tr>
<td>SAIROD (Recreation Facility at Centennial Terrace)</td>
<td>5745 Centennial Rd.</td>
<td>78-08915</td>
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<tr>
<td>Serenity Gardens of Sylvania</td>
<td>5630 N. Centennial Rd.</td>
<td>78-12053</td>
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<td>Sylvania City &amp; Township Democratic Club</td>
<td>5516 N. Centennial Rd.</td>
<td>78-11951</td>
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<td>American Legion Hall</td>
<td>5580 N. Centennial Rd.</td>
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<tr>
<td>Jo Jo's Original Pizza</td>
<td>5614 Mayberry Sq. S</td>
<td>79-72389</td>
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<td>Andy &amp; Barney's Sports Bar</td>
<td>5614 Mayberry Sq. S</td>
<td>79-72392</td>
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<td>Ed Jones Investment</td>
<td>5620 Mayberry Sq. S</td>
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<td>Chilli Jack's</td>
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<td>Nautica Coffee</td>
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<td>Ocean Rays Tanning Salon</td>
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<td>Mayberry Diner</td>
<td>8253 Mayberry Sq. S</td>
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<td>Tangles Salon &amp; Spa</td>
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<td>Quarry Ridge Community Church</td>
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<td>Contours Express Fitness</td>
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<td>Jennifer Anne's</td>
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<td>Pacesetter Soccer Club</td>
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<td>Lisk &amp; Associates, CPA</td>
<td>5649 Mayberry Sq. E, Suite A</td>
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<td>Mark Juhasz, Avery Dennison</td>
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<td>Frameworks</td>
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<td>Dave Weaver DDS</td>
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<td>Kaz Bakery</td>
<td>8252 Mayberry Sq. N</td>
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<td>Sylvania Township Police Sub-Station</td>
<td>8250 Mayberry Sq. N, Suite A</td>
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<td>Absolute Mesotherapy Therapy</td>
<td>8250 Mayberry Sq. N, Suite B</td>
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<td>Personal Eyecare</td>
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<td>Floyd's Barber</td>
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<td>Mayberry Cleaners</td>
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<td>Mayberry Diner</td>
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<tr>
<td>Mayberry Cantina</td>
<td>5676 Mayberry Sq. E</td>
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### AREA 3

<table>
<thead>
<tr>
<th>Commercial Business</th>
<th>Address</th>
<th>Parcel No.</th>
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<tbody>
<tr>
<td>Nicholas Takies</td>
<td>4984 Holland-Sylvania Rd.</td>
<td>78-21531</td>
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<tr>
<td>Vincent Ferma</td>
<td>4984 Holland-Sylvania Rd.</td>
<td>78-21624</td>
</tr>
<tr>
<td>RETCO</td>
<td>4990 Holland-Sylvania Rd.</td>
<td>78-21634</td>
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<tr>
<td>Harry M. Humeniuk, LLC</td>
<td>4935 Holland-Sylvania Rd.</td>
<td>78-21637</td>
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<tr>
<td>Harron Office Center, Ltd.</td>
<td>4906 Holland-Sylvania Rd.</td>
<td>78-21671</td>
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<tr>
<td>Mary E. DiSalvo, Trustee</td>
<td>4904 Holland-Sylvania Rd.</td>
<td>78-21661</td>
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<tr>
<td>Harron Investments, LLC</td>
<td>4848 Holland-Sylvania Rd.</td>
<td>78-21657</td>
</tr>
<tr>
<td>Ronald J. Smolinski</td>
<td>4820 Harron Rd.</td>
<td>82-04537</td>
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<tr>
<td>First Baptist Church</td>
<td>4821 Holland-Sylvania Rd.</td>
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<tr>
<td>First Baptist Church</td>
<td>4821 Holland-Sylvania Rd.</td>
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<td>Board of Sylvania Township Trustees</td>
<td>4927 Holland-Sylvania Rd.</td>
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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 another way to get where they’re going. More communities need safe and reliable public transportation, sidewalks, and bike paths.

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 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 the public and private sectors.

*Revised June, 2003*