



Trey Hardy
Councilmember

Christine Crawford
Councilmember

Joe Dike
Councilmember

Sam Artino
Mayor

Monty Tapp
Vice-Mayor

Mark Claus
Councilmember

Joel Hagy
Councilmember

CITY COUNCIL — REGULAR COUNCIL MEETING

Tuesday, September 8, 2020 @ 6:30 PM

City Council Chambers

417 Main Street

Huron, Ohio 44839

LIVESTREAM MEETING INFORMATION Pursuant to Resolution No. 2020-44 adopted by the Huron City Council on June 17, 2020, this regular meeting of Council will be conducted in person in Council Chambers at Huron City Hall and live-streamed on the City of Huron's YouTube channel. The public is free to access, observe and hear the discussions and deliberations of all members of City Council via the following link:
<https://www.youtube.com/channel/UCpRAV-AnmIA6lfukQzKakQg>

Please note that as all large public gatherings remain prohibited pursuant to Orders of the Ohio Department of Health and President Trump's coronavirus guidelines, participation in person is highly discouraged. All persons entering the building for the Council Meeting will be required to wear a face mask and subjected to a temperature screening prior to being granted entry.

*A public comments section is included on the meeting agenda. Public participation is protected through submission of comments and questions to the Clerk of Council by phone (419-433-5000 ext. 104) or via e-mail (terri.welkener@huronohio.us) on or before 5:00pm on the day of the meeting of Council. Such comments or questions will be read aloud by the Clerk of Council at the meeting of the body to which it is addressed. **Anyone wishing to be heard during the meeting must make arrangements with the Clerk of Council by calling (phone: 419-433-5000, ext. 1102) or via e-mail (terri.welkener@huronohio.us) on or before 5:00pm on Tuesday, September 8, 2020. Such participation, unless otherwise authorized, must be by telephone. If anyone is unable to participate by phone for any reason, limited exceptions for personal attendance may be authorized.***

I. Call To Order

Moment of Silence followed by the Pledge of Allegiance to the Flag

II. Roll Call of City Council

III. Approval of Minutes

III.a Minutes of joint work session and regular meetings of August 25, 2020.

III.b Minutes of Council special meeting of August 31, 2020.

III.c Minutes of Council special meeting of September 1, 2020.

III.d Minutes of Council special meeting of September 2, 2020.

IV. Audience Comments

The Clerk will read audience comments received via e-mail, mail or phone.

V. Old Business

V.a Legal Discussion re: Showboat Property.

V.b Legal Discussion re: ConAgra Land Swap/Easement

VI. New Business

VI.a Ordinance No. 2020-17

An ordinance authorizing the sale of Huron Public Power transmission assets to AMP Transmission, LLC.

VI.b Ordinance No. 2020-22

An annual ordinance authorizing the tax levies for the City of Huron as determined by the Budget Commission of Erie County.

VI.c Ordinance No. 2020-23

An ordinance authorizing an agreement with ODNR for the exchange of land on the ConAgra site, and to grant a conservation and public access easement along the Huron River to ODNR.

VI.d Resolution No. 2020-59

A resolution authorizing submission of a grant application to EDA CARES Act Recovery Assistance relating to the Sawmill Parkway Project.

VII. City Manager's Discussion

VIII. Mayor's Discussion

IX. For the Good of the Order

X. Executive Session(s)

Executive session to consider the appointment, employment, compensation and terms and conditions of employment with current and prospective employees.

XI. Adjournment



TO: Mayor Artino and City Council
FROM: Mike Spafford , Interim City Manager
RE: Ordinance No. 2020-17
DATE: September 8, 2020

Subject Matter/Background

In 2018, the City through Huron Public Power financed the construction of a 50 MW electrical substation in anticipation of the development of Mucci Farms. The substation was constructed at a cost of \$3.5 million and funded utilizing revenue backed taxable notes. Mucci Farms electrical rate was established in order to ensure the full cost of the substation was recouped by the City over the time frame of the agreement.

The City utilizes American Municipal Power (AMP) as its energy supplier for its electrical distribution system. In 2018, AMP expanded their organizational structure to include a transmission operation. As a transmission provider, AMP is able to better control the cost and quality of infrastructure for the transmission portion of the electrical distribution system, ultimately assisting its member communities to improve our competitiveness.

After roughly 10 months of due diligence, the administration is proposing the attached asset purchase agreement, land lease, and operations and maintenance agreement. The premise of the arrangement is as follows:

AMP-T takes ownership of the transmission assets of the substation (aerial highlight rough estimate of the infrastructure)

- AMP-T pays the City net book value at time of closing for those assets - funds utilized for immediate principal payoff of the City's outstanding debt
- AMP-T constructs an additional service redundancy and gains regulatory approval for what is considered "integrated" transmission
- Huron Public Power maintains the distribution portion of the substation, including the transformers and all of the infrastructure from the substation to the customer delivery points.
- Huron Public Power remains the utility provider (including the financial beneficiary of all HPP activity)
- AMP-T takes over all operations and maintenance of the transmission assets portion of the substation going forward (at its cost)
- AMP-T will update the current CT meter at the entry point to HPP to expand our overall capacity beyond current First Energy limit of 36 MW
- AMP-T will have a land lease to ensure they have appropriate access to the land that houses the transmission assets at the substation site
- HPP system to become more reliable with construction of a secondary feed (redundant service line)

The agreement and negotiations have been spearheaded through my office and in coordination with the Law Department. Due to the complexity of the arrangement and at the recommendation of the Law Department, we engaged an outside firm (Bricker & Eckler, LLP) with specialization and experience with public power operations and AMP-T transactions to provide a final review of the agreement and Mucci Farms rate agreement for a total cost not to exceed \$9,900. The costs of this are financed through electrical proceeds.

This concept has been presented and discussed with the Finance Committee at multiple meetings, including a joint session of the Committee and Council. In addition, representatives from other communities that have authorized transactions with AMP-T have attended and provided additional feedback on the process. The administration is inviting representatives from AMP-T to an upcoming Council meeting to ensure an additional comment period.

Financial Review

Included for your review are the financial projections and memo that were presented to both the Finance Committee and Council at the time of our work session earlier this year.

More details on the financials will be included in the 2021 budget and discussed with the finance Committee during this year's budget meetings.

Legal Review

This matter has been reviewed, follows normal legislative procedure and is properly before you.

Recommendation

If Council is in agreement, a motion to place Ordinance No. 2020-17 on its first reading is in order.

[Substation Asset Report - Financial Outlook.pdf](#)

[Ordinance No. 2020-17.doc](#)

[Ordinance No. 2020-17 Exhibit A.docx](#)



To: Mayor Artino and City Council
Chairman Norton, and members of the Finance Committee

From: Mike Spafford, Interim Finance Director
Cory Swaisgood, Finance Director

RE: Huron Public Power Substation

Date: Monday, May 11, 2020

History/Purpose:

In 2018, the City through Huron Public Power constructed a \$3.5 million electrical substation to increase capacity necessary to serve Mucci Farms. The project was completed utilizing revenue backed bond financing to be paid off through net proceeds from the City's wholesale agreement with Mucci Farms.

Mucci Farms initial development site included the construction of 60 acres of greenhouse resulting in annual electrical consumption of 70 million kilowatt hours (kWh). Our existing relationship with First Energy (the transmission component of our energy operation), includes a metering cap of 36 megawatts (max coming into our system off of their transmission lines). Mucci's original development plan and the anticipated usage at OPC could have been accommodated within that cap. Subsequently, Mucci acquired 16 additional acres of land allowing them to increase the size of phases 2 and 3 for a grand total of 72 acres under glass. The additional greenhouse space increased their projected annual energy usage to over 90 million kWh. This additional energy usage will cause the City to exceed our 36 MW cap with First Energy. *The substation's capacity is 50 MW and is sufficient to handle the added capacity.* In order to increase our metering capacity, we must complete a load study and pay First Energy to install a new meter (estimated cost of \$100-150k).

In working with American Municipal Power (AMP Ohio), we explored potential options to eliminate the cost referenced above to expand our capacity. AMP has created a Transmission segment of its organization and has been discussing feasibility of partnering with the city to acquire Huron Public Power's transmission assets. Staff is currently preparing an RFP to conduct a market analysis to see what the transmission assets are worth and to ensure that if a deal is reached, we are getting market rate for the assets that would be sold.

The substation is comprised of two major pieces of infrastructure: transmission assets (what gets the power from the main transmission lines to the transformer) and the transformer/distribution assets (steps the high-voltage power down to usable power that is then distributed to the utility customers). Selling Huron Public Power's transmission assets would have no impact on the utility side of Huron Public Power. Huron Public Power would still be the utility – we would just be changing who owns the transmission assets that get the power to us. All financial activity would remain Huron Public Power's. AMP Ohio would continue providing our energy. Selling the transmission assets would simply adjoin our system to a networked transmission system to a larger power provider. There's a diagram of "typical" power distribution system and an aerial photo of our substation that we will explain in further detail at our meeting.

Our estimates show that book value of the transmission assets total between \$2.1 and 2.3 million of the \$3.5 million total substation cost.

Items for Consideration:

1) Immediate Cost Reduction and Cost Avoidance Impact:

- a. **Debt Service:** The sale of assets would accelerate the City's paydown of the debt by 3-4 years. This would result in a \$150,125 savings on interest payments and cost of debt issuance.
- b. **Capital:** Sale of the transmission assets would shift the liability for metering to the new owner of the transmission assets – shifting \$100-150k worth of cost off the City's liability sheet. The sale of assets could reduce the City's cost of overhead, maintenance, and contractual services currently incurred on the transmission assets.

2) Ancillary Benefits:

- a. **System Reliability:** Huron Public Power is currently running on one-supply line. While we do not have reliability issues, the potential exists if something were to happen to that line. In working with AMP-T, a redundant service line would be installed at their cost greatly improving our system's reliability.
- b. **Cost Avoidance:** The liability cost for maintenance and operation of the transmission assets, including metering to serve Mucci's phase 3 and expansion of Huron Public Power related to the transmission assets, would be shifted to the new owner. In addition, certain administrative costs that the City would have been responsible would be shifted.

3) Huron Public Power operations remain unchanged:

- a. Power supply and rate negotiations will remain under the City authority.
- b. Revenue and cost of power supply will not be impacted.

Financial Analysis: Below are tables that show projections if the City were to not take any actions and upgrade the meter but maintain ownership of our transmission assets and projection if the City were to sell our transmission assets. Also included is a brief description of what types of expenditures are funded within each of the line item categories. Everything is based on our original 7-year time frame to pay off the debt at the substation. Upon completion of the 7-year term, we project the City would be able to pay off the debt and net \$3.5 million over the term. If the City were to sell the transmission assets, accelerate debt payment, shift known capital costs, and avoid long-term maintenance costs, the total net impact would be \$6.4 million over the same 7-year term – an increase in net position of \$2.9 million. The last table shows calculation methodology for valuing the transmission assets.

These numbers are not anticipating the use of these funds for general city capital projects as this issue is still being reviewed by the State Auditor's Office. However, theoretically the net remaining annual balance is what would be available for general capital activities should we get the go-ahead. We've attached the legal opinion provided by our Law Director which lays out the legal parameters for fund eligibility.

Finally, the last page shows an aerial image of the substation. We'll highlight during our discussion which portions are considered "transmission" assets and which are "distribution" assets.

Financial Outlook through 2025

Description of Line Items:

<i>Overhead Costs</i>	City cost to manage and administer Huron Public Power and the substation (Includes personnel cost from City Manager's Office, Law Director, City Council and Finance Department, as well as other legal services)
<i>Contractual Services</i>	City contracts with engineering, lighting and power consultants
<i>Power Supply</i>	Monthly cost to purchase power from AMP Generation
<i>Capital Costs</i>	<p>Includes cost to build substation in 2018 and 2019. Includes costs to improve substation and meters following 2019.</p> <ul style="list-style-type: none"> • If not sold, the City would be responsible for capital costs on the transmission side, such as upgrading the meter for phase 3 of Mucci's operation. • If sold, the buyer would incur the cost of approximately \$100,000. <p>Additional capital costs incurred by the City regardless of sale include:</p> <ul style="list-style-type: none"> • \$10,000 a year is budgeted in case of emergencies, except related to transmission assets. • \$35,000 is budgeted for HPP expansion study.
<i>Maintenance</i>	Various substation maintenance such as internet, maintenance, paving and landscaping.
<i>Debt/COI</i>	Annual cost of Bond Anticipation Notes issued in 2018. Currently, the City is making interest payments and paying cost of issuance, annually.

CURRENTLY FORECASTED – NO SALE OF ASSETS

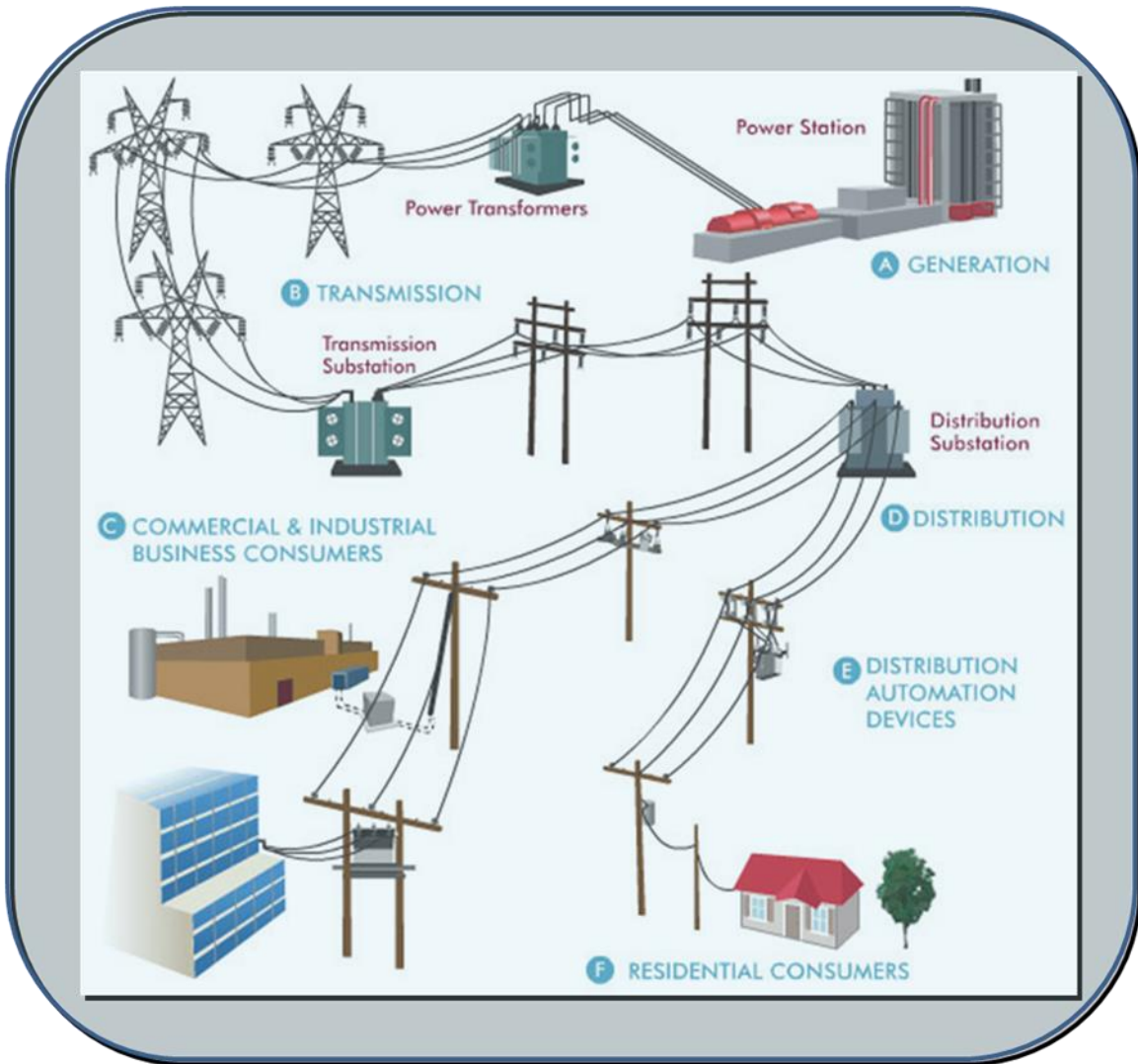
Expense	Actual			Budget	Forecasted (no sale of assets)					Total
	2017	2018	2019	2020 (Budget)	2021	2022	2023	2024	2025	
Overhead	\$ 17,810	\$ 87,547	\$ 232,866	\$ 310,150	\$ 319,455	\$ 329,038	\$ 338,910	\$ 349,077	\$ 359,549	\$ 2,344,402
Contractual Services	\$ 23,340	\$ 83,232	\$ 53,626	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 280,197
Power Supply	\$ 160,428	\$ 287,275	\$1,585,812	\$ 2,150,000	\$4,344,734	\$4,344,734	\$ 4,344,734	\$ 4,344,734	\$ 4,344,734	\$25,907,185
Capital Costs	\$ 11,500	\$3,613,669	\$ 204,389	\$ 10,000	\$ 110,000	\$ 35,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 4,014,558
Maintenance	\$ 800	\$ 4,581	\$ 10,690	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 136,070
Debt/COI*	\$ -	\$ 13,981	\$ 99,875	\$ 108,358	\$ 779,575	\$ 770,000	\$ 752,500	\$ 735,000	\$ 717,500	\$ 3,976,789
Total	\$ 213,877	\$4,090,285	\$2,187,258	\$ 2,618,508	\$5,593,764	\$5,518,772	\$ 5,486,144	\$ 5,478,811	\$ 5,471,783	\$36,659,201
Revenue										
Sale of Service	\$ 190,564	\$ 345,455	\$2,086,800	\$ 3,100,000	\$6,151,134	\$6,151,134	\$ 6,151,134	\$ 6,151,134	\$ 6,151,134	\$36,478,489
Sale of Assets/Land Lease	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Reimbursements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Debt Proceeds/Grants	\$ -	\$3,700,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,700,000
Total	\$ 190,564	\$4,045,455	\$2,086,800	\$ 3,100,000	\$6,151,134	\$6,151,134	\$ 6,151,134	\$ 6,151,134	\$ 6,151,134	\$40,178,489
Annual Impact +/-	\$ (23,313)	\$ (44,830)	\$ (100,457)	\$ 481,492	\$ 557,370	\$ 632,362	\$ 664,990	\$ 672,323	\$ 679,351	\$ 3,519,288
*Debt paydown by 2025 (initial goal). \$700k per year on principal plus interest										

FORECASTED – SALE OF ASSETS

Expense	Actual			Budget	Forecasted (sale of assets)					Total	Diff over 5 years
	2017	2018	2019	2020 (Budget)	2021	2022	2023	2024	2025		
Overhead	\$ 17,810	\$ 87,547	\$ 232,866	\$ 310,150	\$ 319,455	\$ 329,038	\$ 338,910	\$ 349,077	\$ 359,549	\$ 2,344,402	\$ -
Contractual Services	\$ 23,340	\$ 83,232	\$ 53,626	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 280,197	\$ -
Power Supply	\$ 160,428	\$ 287,275	\$ 1,585,812	\$ 2,150,000	\$ 4,344,734	\$ 4,344,734	\$ 4,344,734	\$ 4,344,734	\$ 4,344,734	\$ 25,907,185	\$ -
Capital Costs	\$ 11,500	\$ 3,613,669	\$ 204,389	\$ 10,000	\$ 10,000	\$ 10,000	\$ 35,000	\$ 10,000	\$ 10,000	\$ 3,914,558	\$ (100,000)
Maintenance	\$ 800	\$ 4,581	\$ 10,690	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 136,070	\$ -
Debt/COI*	\$ -	\$ 13,981	\$ 99,875	\$ 108,358	\$ 3,079,575	\$ 524,875	\$ -	\$ -	\$ -	\$ 3,826,664	\$ (150,125)
Total	\$ 213,877	\$ 4,090,285	\$ 2,187,258	\$ 2,618,508	\$ 7,793,764	\$ 5,248,647	\$ 4,758,644	\$ 4,743,811	\$ 4,754,283	\$ 36,409,076	\$ (250,125)
Revenue											
Sale of Service	\$ 190,564	\$ 345,455	\$ 2,086,800	\$ 3,100,000	\$ 6,151,134	\$ 6,151,134	\$ 6,151,134	\$ 6,151,134	\$ 6,151,134	\$ 36,478,489	\$ -
Sale of Assets/Land Lease	\$ -	\$ -	\$ -	\$ -	\$ 2,486,313	\$ -	\$ -	\$ -	\$ -	\$ 2,486,313	\$ 2,486,313
Reimbursements^	\$ -	\$ -	\$ -	\$ -	\$ 35,945	\$ 36,904	\$ 37,891	\$ 38,908	\$ 39,955	\$ 189,603	\$ 189,603
Debt Proceeds/Grants	\$ -	\$ 3,700,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,700,000	\$ -
Total	\$ 190,564	\$ 4,045,455	\$ 2,086,800	\$ 3,100,000	\$ 8,673,393	\$ 6,188,038	\$ 6,189,025	\$ 6,190,042	\$ 6,191,089	\$ 42,854,406	\$ 2,675,916
<i>Annual Impact +/-</i>	<i>\$ (23,313)</i>	<i>\$ (44,830)</i>	<i>\$ (100,457)</i>	<i>\$ 481,492</i>	<i>\$ 879,629</i>	<i>\$ 939,390</i>	<i>\$ 1,430,381</i>	<i>\$ 1,446,231</i>	<i>\$ 1,436,806</i>	<i>\$ 6,445,329</i>	<i>\$ 2,926,041</i>
*Debt paydown by 2022.											
^Assuming reimbursement to City for 10% of overhead, maintenance and contractual services on transmissions assets, if applicable.											

Category	40 year life, 60% costs to transmission assets			
	Amount	Transmission Assets	1YR Depreciation	NBV
Land Acquisition	\$ 70,762.88	\$ -		
Substation Labor: Resolution 2018-55	\$ 1,141,139	\$ 684,683.40		
Substation Materials: Resolution 2018-24	\$ 2,517,359	\$ 1,510,415.56		
Misc. Supplies	\$ 30,015.40	\$ 18,009.24		
Legal, Annexation, Bond Counsel and Financial Advising	\$ 42,607.94	\$ 25,564.76		
Engineering and Site Prep	\$ 177,106.57	\$ 106,263.94		
Total:	\$ 3,978,991.05	\$ 2,344,936.90	\$ 58,623.42	\$ 2,286,313.48





ORDINANCE NO. 2020-17

Introduced by: Trey Hardy

AN ORDINANCE AUTHORIZING AND PRESCRIBING THE MANNER OF SALE OF A PORTION OF HURON PUBLIC POWER SUBSTATION TRANSMISSION ASSETS, OWNED BY THE CITY OF HURON, LOCATED ON PPN. 42-00120.00 AND MORE PARTICULARLY DESCRIBED IN EXHIBIT “A”, AND AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SALE OF THAT PORTION OF PROPERTY TO AMP TRANSMISSION, LLC.

WHEREAS, the City owns certain property comprising the transmission assets portion of Huron Public Power Substation located on PPN: 42-000120.00, and more particularly described in Exhibit “A” to the Agreement defined herein (the Property); and

WHEREAS, this Council has received a proposal from AMP Transmission, LLC requesting to purchase the Property and has carefully reviewed and considered such proposal; and

WHEREAS, this Council desires to sell the Property,

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

SECTION 1. That, pursuant to the Constitution of the State and the Charter of the City, the manner and procedure for the sale of the Property are prescribed and established by this Ordinance. This Council hereby determines that the Property is not needed for public use. This Council further determines that, following its review and full consideration of the proposal to purchase the Property, it is in the best interest of the City to sell the Property to AMP Transmission, LLC, under the terms generally of the Purchase Agreement, which agreement shall be substantially in the form of Exhibit “A” attached hereto and made a part hereof.

SECTION 2. That the Interim City Manager is authorized and directed to complete negotiations with AMP Transmission, LLC, for the sale of the Property and to enter into and sign the Agreement on behalf of the City in substantially the form of Exhibit “A”. The Agreement is approved with changes therein not inconsistent with this Ordinance and not substantially adverse to the City that shall be approved by the Interim City Manager; provided that the approval of those changes by the Interim City Manager, and their character is not being substantially adverse to the City, shall be conclusively evidenced by the signing of the Agreement. The Interim City Manager is further authorized and directed to sign any leases, easements, ground leases, certificates, financing statements, assignments, or other documents and instruments and to take such actions as are, in the opinion of legal counsel to the City, necessary or appropriate to consummate the transactions contemplated by this Ordinance and the Agreement. The Interim City Manager is further authorized to take any actions on behalf of the City that are required or permitted to be taken by the City under or pursuant to this Ordinance, the Agreement or any related deed during the period those documents are in effect.

SECTION 3. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal actions were in meetings open to the public in compliance with the law.

Sam Artino, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

ASSET PURCHASE AND SALE AGREEMENT

between

THE CITY OF HURON, OHIO

(Seller)

and

AMP TRANSMISSION, LLC

(Buyer)

Dated _____, 2020

DRAFT

ASSET PURCHASE AND SALE AGREEMENT

This Asset Purchase and Sale Agreement (this "Agreement") is made and entered into this ___ day of _____, 2020 (the "Effective Date"), by and between The City of Huron, Ohio, an Ohio municipal corporation ("Seller"), and AMP Transmission, LLC, an Ohio nonprofit limited liability company ("Buyer"). Seller and Buyer are referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. The Seller owns one 69kV facility and associated equipment at its substation, including but not limited to, three 69kV SF6 circuit breakers, six 69kV 1200A disconnect switches, three 48kV MCOV Surge Arrestors, one 69kV dead-end takeoff structure, one 69kV metering structure, three 69kV high bus support structures, six 69kV low bus tap structures, two 69kV switch stands, two 69kV bus support structures, one 50ft shielding/lighting mast structure, one 6x4ft switch ground mats, five 3x4ft switch ground mats, associated structure anchor bolts and templates, 940ft of 2.5" bus pipe, 900ft of 266.8 partridge damper cable, 400ft of 477 ACSR Hawk jumper cable, 50ft of 3/0 ACSR Pigeon jumper cable, 31 station post insulators, 31 bus support fitting 2-1/2" pipe to 5" B.C., 31 2-1/2" pipe 4-hole bolted AL terminals, 39 477 ACSR 4-hole bolted AL terminals, seven 3/0 ACSR 4-hole bolted AL terminals 43 2-1/2" bolted AL tees, six 1-1/2" 4-hole bolted AL stud connectors, six 2-1/2" expansion 4-hole bolted AL expansion terminals, 21 2-1/2" pipe bolted AL couplers, 27 2-1/2" pipe bolted AL 90 degree elbows, 4 2-1/2" pipe bolted AL 45 degree elbows, nine 2-1/2" pipe end caps, three static line dead-end clamps, three static line dead-end shackles, 250ft 3/8 galvanized static wire, and associated hardware.

B. Buyer is an Ohio nonprofit limited liability company, and a subsidiary of American Municipal Power, Inc. ("AMP"), organized to own and operate facilities, or to provide otherwise for the transmission of electric energy, and to furnish technical services on a cooperative, nonprofit basis, for the mutual benefit of AMP's members, including Seller.

C. Buyer is willing to purchase Seller's Equipment to relieve Seller of the transmission owner obligations and responsibilities associated with the ownership and operation of the Equipment.

D. Seller desires to sell, and Buyer desires to purchase, the Equipment and related rights as set forth more fully herein (collectively, the "Transferred Assets") and to provide a lease to Buyer granting access to Buyer to the Transferred Assets, in the form attached as Exhibit B (the "Ground Lease"), on the terms and conditions set forth in this Agreement.

E. To further protect Buyer's rights to access the Transferred Assets, after the transfer of the Transferred Assets, Seller agrees to grant to Buyer perpetual easements and rights of way to access, operate, maintain and otherwise deal with the Transferred

Assets and any replacements and substitutions thereof, pursuant to that certain Easement in the form attached as Exhibit C (the "Easement").

F. The Parties seek to enter into an Operations and Maintenance Agreement ("O&M Agreement") pursuant to which Seller agrees to assume certain responsibilities and implement procedures with respect to the operation and maintenance of the Transferred Assets on behalf of Buyer.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations and warranties set forth herein, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE 1 DEFINITIONS

1.1 Certain Defined Terms. For purposes of this Agreement, in addition to terms defined elsewhere in this Agreement, the following terms shall have the meanings specified:

"Affiliate" of a specified Person means any other Person which, directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with the Person specified. The term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether by contract or otherwise. In no event shall Seller or Buyer be deemed to be "Affiliates" of each other for purposes of this Agreement.

"Approvals" means notices to, and approvals, consents, authorizations and waivers from, Persons who are not Governmental Authorities, other than Buyer and Seller.

"Business Day" means any day other than Saturday, Sunday, or any day on which banks located in the State of Ohio are authorized or obligated to close.

"Closing" means the consummation of the Transactions, as measured on the date Buyer transmits the wire for payment of the Estimated Purchase Price made by or on behalf of Buyer to the order of Seller. The Closing shall be deemed to have occurred at 11:59 p.m. on the Closing Date.

"Closing Agreements" means the documents and other agreements as defined in Section 8.2. "Commercially Reasonable Efforts" means efforts in accordance with reasonable commercial practice for owners and operators of similar assets and without incurrance of unreasonable expense in light of the objective to be accomplished.

"Contract" means any written agreement, lease, license, option, guaranty, right-of-way, evidence of indebtedness, mortgage, indenture, security agreement, purchase order, promissory note or other contract.

“Dispute” means any dispute, controversy or claim arising out of or relating to this Agreement or the other Transaction Documents, or the Transactions, or the breach, termination or invalidity hereof or thereof.

“Encumbrance” means any lien, deed of trust, easement, right of way, equitable interest, option, right of first refusal, preferential purchase right or similar right, pledge, security interest, mortgage, encumbrance of or exception to title, or other similar lien or encumbrance in or on the Transferred Assets.

“Environmental Law” means all Laws relating to pollution or protection of the environment, natural resources or human health and safety, as the same may be amended or adopted, including Laws relating to Releases or threatened Releases of Hazardous Materials (including Releases to ambient air, surface water, groundwater, land, surface and subsurface strata) or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, Release, transport, disposal or handling of Hazardous Materials, including CERCLA; the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 et seq.; the Clean Air Act, 42 U.S.C. §§ 7401 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §§ 1471 et seq.; the Toxic Substances Control Act, 15 U.S.C. §§ 8 2601 through 2629; the Oil Pollution Act, 33 U.S.C. §§ 2701 et seq.; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. §§ 11001 et seq.; the Safe Drinking Water Act, 42 U.S.C. §§ 300f through 300j; the Occupational Safety and Health Act, 29 U.S.C. §§ 651 et seq.; and any similar Laws of the State of Ohio or of any other Governmental Authority having jurisdiction over the Transferred Assets; and regulations implementing the foregoing.

“Governmental Authority” means any (i) federal, state, local, tribal, municipal, foreign or other government, (ii) any governmental, regulatory or administrative agency, board, commission, body or other authority exercising or entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power, including the North American Electric Reliability Corporation (“NERC”) and the Federal Energy Regulatory Commission (“FERC”), (iii) any court or governmental tribunal, or (iv) any other organization having governmental, regulatory, administrative, taxing or police powers, in each case acting within the scope of its authority or jurisdiction, provided that neither Party shall be deemed to be a “Governmental Authority” for purposes of determining whether its approval of this Agreement is a required governmental consent or License.

“Hazardous Materials” means any chemicals, materials or substances, in whatever form they exist, in each case, which are regulated as pollutants or contaminants, or as toxic or hazardous under Environmental Law, including petroleum products, asbestos, urea formaldehyde foam insulation, and lead-containing paints and coatings.

“Interim Operational Period” means the period from the Effective Date of this Agreement until the earlier of the Closing or termination of this Agreement.

“Laws” means all statutes, rules, regulations, ordinances, orders, decrees, injunctions, judgments and codes, or other authorization, ruling or restriction having the force of law of any applicable Governmental Authority.

“Licenses” means registrations, licenses, permits, authorizations, notices to, authorizations of, waivers from and other consents or approvals of Governmental Authorities.

“Major Maintenance Spare Parts” means those parts and equipment typically installed and repaired in connection with all significant maintenance performed during scheduled outages and forced outages that relate to the Transferred Assets.

“Material Adverse Effect” means any one or more changes, events, circumstances, conditions or effects, whether known or unknown, accrued or unaccrued, actual or contingent, that is, or would be reasonably likely to be, materially adverse to the results of operations or condition (physical or financial) of the Transferred Assets, taken as a whole, or the ability of a Party (to which the applicable representation, warranty, covenant or condition relates) to own or operate the Transferred Assets or to consummate the Transactions.

“Permitted Encumbrances” means (a) any Encumbrance for Taxes not yet due and payable or for Taxes that are being contested in good faith by appropriate proceedings, including those that are listed on the Schedules as contested proceedings, (b) any Encumbrance arising by operation of Law not due to the willful violation of Law by Seller or its Affiliates, (c) any other imperfection or irregularity of title or other Encumbrance that would not, individually or in the aggregate, materially detract from the value of, or materially interfere with the present use of, the Transferred Assets, (d) zoning, planning, and other similar limitations and restrictions on, including all rights of any Governmental Authority to regulate, a Transferred Real Property Asset, and (e) those Encumbrances listed on Schedule 1.

“Person” means any individual, corporation (including any non-profit corporation), general or limited partnership, limited liability company, joint venture, estate, trust, association, organization, labor union, or other entity or Governmental Authority.

“Site” means the real property underlying the Transferred Assets, as more particularly described on Exhibit C, together with all the rights, easements, and appurtenances pertaining thereto.

“Prudent Operating Practices” means the practices, methods, standards and procedures that are consistent with Law and are generally accepted, engaged in and followed during the relevant time period by reasonably skilled, competent, experienced, and prudent owners and operators of generating and transmission facilities in the United States similar to the Transferred Assets and which, in the exercise of reasonable judgment in light of the facts known or that reasonably should have been known at the time a decision is made, would reasonably be expected to accomplish the desired result in a manner consistent with applicable Laws, codes and standards, equipment

manufacturer's recommendations, insurance requirements, manuals, environmental protection, good business practices, reliability, safety and expedition and taking into consideration the requirements of all applicable Licenses, Contracts and, from and after the Effective Date, this Agreement.

"Schedule" means a schedule to this Agreement.

"Tax" or "Taxes" means (i) all sales, use or transaction privilege taxes, real or personal property taxes, recordation and transfer taxes, payroll deduction taxes, franchise taxes, taxes on gross or net income or other monetary obligations imposed, assessed or exacted by any Governmental Authority, and (ii) any interest, penalties, adjustments and additions attributable to any of the foregoing, including any liability for any of the foregoing taxes or other items arising as a transferee or successor, by contract or otherwise.

"Tax Return" means any report, return, information return or other information required to be supplied to a taxing authority in connection with Taxes.

"Transaction Documents" means this Agreement and the Closing Agreements and any other agreement, consent, License, Approval or other document or instrument provided in connection with the Transactions.

"Transactions" means the transactions contemplated on the part of each of the Parties, collectively, by this Agreement and the other Transaction Documents.

"Warranty Claims" means any claims of Seller arising under any express or implied warranties by the manufacturers, vendors or lessors of any of the Transferred Assets.

1.2 Certain Interpretive Matters. In this Agreement, unless the context otherwise requires:

- (a) the representations, warranties and covenants in this Agreement shall have independent significance. Accordingly, if a Party has breached any representation, warranty or covenant contained in this Agreement in any respect, the fact that there exists another representation, warranty or covenant relating to the same subject matter (regardless of the relative levels of specificity) that the Party has not breached shall not detract from or mitigate the fact the Party is in breach of the first representation, warranty or covenant.
- (b) if any time period set forth in this Agreement expires on a day that is not a Business Day, then the performance period shall be extended until the next Business Day.

ARTICLE 2 BASIC TRANSACTIONS

2.1 Transferred Assets. On the terms and subject to the conditions contained in this Agreement, at Closing, Buyer shall purchase from Seller, and Seller shall sell, convey, assign, transfer and deliver to Buyer, free and clear of all Encumbrances (other than

Permitted Encumbrances), all of Seller's right, title and interest in, to and under the following Transferred Assets:

- (a) The "Transferred Real Property Assets" consisting of:
 - (i) the easements in favor of Buyer granted under the Easement; and
 - (ii) Seller's interest in any real property interests included in the Transferred Personal Property Assets.

- (b) The "Transferred Personal Property Assets" (sometimes referred to as "Transferred Assets") consisting of:
 - (i) the Equipment;
 - (ii) the Inventory;
 - (iii) the Major Maintenance Spare Parts;
 - (iv) the Transferred Licenses;
 - (v) Seller's interest in any personal property included in the Transferred Real Property Assets; and
 - (vi) Seller's interest in all unexpired and transferrable manufacturers' and other third-party warranties, guarantees and outstanding Warranty Claims relating to the Transferred Assets.

2.2 Assumed Liabilities. From and after Closing, Buyer shall assume and pay, discharge and perform only those obligations and liabilities first arising after the Closing Date that are related to or incurred in connection with the Assigned Contracts or Transferred Licenses and other matters noted on Schedule 2, if any (collectively, the "Assumed Liabilities"). Notwithstanding anything in this Agreement or any other Transaction Document to the contrary, Buyer is not assuming any other liability, responsibility or obligation hereunder. By way of clarification, if a liability arose on or prior to Closing, the liability shall remain the responsibility of Seller, and if a liability arises after Closing, it shall remain the liability of Buyer.

2.3 Purchase Price. The purchase price for the Transferred Assets shall be Two Million, One Hundred Sixty Seven Thousand Eight Hundred Seventy-Two Dollars (\$2,167,872.00) (the "Purchase Price"). xx[Seeking clarity on why pricing may change at or near time of Closing? Why? Also, consistent question throughout: what happens to assets are termination of Lease??]xx

ARTICLE 3 REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer, except as qualified by or disclosed in the Schedules, as follows (for purposes of this Agreement and the Schedules, a matter disclosed in one section of the Schedules shall be deemed disclosed with respect to other representations and warranties of Seller in this Agreement if it is reasonably apparent on the face of the disclosure of the matter):

3.1 Formation and Power. Seller is a municipal corporation duly formed and existing under the laws of the State of Ohio, and has full right, power and authority to own the Transferred Assets, and to enter into this Agreement and perform all of its obligations with respect to the Transactions, except where the failure to have such right, power and authority would not have a material effect adverse to Seller's right to consummate the Transactions.

3.2 Binding Obligations of Seller.

- (a) The execution, delivery and performance of this Agreement and the Closing Agreements by Seller and the consummation of the Transactions by Seller have been duly and effectively authorized by all necessary actions of Seller. This Agreement has been, and upon their execution, each Closing Agreement will have been, duly executed and delivered by Seller.
- (b) This Agreement constitutes the legal, valid and binding obligation of Seller and is enforceable against Seller, and the Closing Agreements will, upon delivery at Closing, constitute the legal, valid and binding obligations of Seller and will be enforceable against Seller, in each case in accordance with the respective terms contained therein.

3.3 No Breach or Conflict. The execution, delivery and performance by Seller of this Agreement and by Seller of the Closing Agreements to which it is or will be a party, and the consummation of the Transactions by Seller do not conflict with or result in a breach of any provision of the organizational documents of Seller.

3.4 Approvals.

- (a) The execution, delivery and performance of this Agreement and the Closing Agreements to which Seller is or will be a party and the consummation of the Transactions by Seller do not require any Approvals to be obtained by Seller that have not been obtained.
- (b) The execution, delivery and performance of this Agreement and the Closing Agreements to which Seller is or will be a party and the consummation of the Transactions by Seller do not require any License or any filing with any Governmental Authority to be obtained or made by Seller.

3.5 Licenses. All Licenses that are held by Seller as a named permittee in connection with the ownership and operation of the Transferred Assets in the manner in which they are currently owned and operated are in full force and effect. Seller has delivered to Buyer a true and correct copy of each of the Licenses. Seller has not previously

transferred or assigned any right, title or interest under any of the Licenses. To the knowledge of Seller, there are no proceedings pending or threatened to revoke or modify any License in any material respect.

3.6 Compliance with Law. To the best of Seller's knowledge, the Transferred Assets have been and are currently operated in compliance with all Licenses and all applicable Laws. To the best of Seller's knowledge, Seller is not, and has not been, in violation of or in default under any Law applicable to it or the Transferred Assets, and Seller has filed or caused to be filed timely all material forms, reports, statements, and other documents required to be filed by it with all Governmental Authorities with respect to the Transferred Assets, and those filings were prepared in compliance with applicable Law.

3.7 Environmental Matters.

- (a) To the best of Seller's knowledge, Seller has not conducted or permitted the conduct of operations or activities at the real property underlying the Transferred Real Property Assets (the "Subject Property") in violation of any Environmental Law. Seller has not received any written notice by a Governmental Authority to Seller or its Affiliates of a material violation of any Environmental Law by Seller or relating to the Subject Property. There are no environmental reports, studies, analyses, tests or monitoring results possessed by Seller or of which Seller is aware pertaining to Hazardous Materials in any regulated amount at, in, on, under or over the Subject Property or the Transferred Assets that would disclose any violation of any Environmental Law.
- (b) With respect to the Transferred Assets, and to the best of Seller's knowledge, Seller has not handled or disposed of any material amount of Hazardous Materials at the Subject Property or otherwise involving any of the Transferred Assets in violation of Environmental Law, or arranged for the disposal of any regulated amount of Hazardous Materials at or from the Subject Property or related to the Transferred Assets in violation of Environmental Law.
- (c) No written notice or written claim has been filed or threatened against Seller with respect to the Transferred Assets alleging any failure to comply with, or any violation of or liability under, any Environmental Law.

3.8 Transferred Assets.

- (a) **xx[Exhibit D]xx** contains the separate legal description of the Subject Property. Except in conjunction with the Transactions, none of Seller or any of its Affiliates has entered into any material leases, subleases, licenses, concessions or other agreements granting to any party or parties the right to use or occupy all or any portion of the Subject Property, other than access easements for third party maintenance or service personnel in the ordinary course of business; the Subject Property is not subject to any commitment, right of first offer, or other arrangement

for the sale, transfer or lease thereof to any third party (other than pursuant to this Agreement).

- (b) Exhibit A contains a complete listing of the Transferred Personal Property Assets.
- (c) Seller holds good and marketable title to, and is the record owner of fee simple title to, the Subject Property, the Transferred Assets, and related rights, free and clear of all Encumbrances, other than Permitted Encumbrances.

3.9 Litigation and Condemnation Proceedings. To the best of Seller's knowledge, there are no material proceedings pending or, to Seller's knowledge, threatened at law or in equity against or relating to any or all of the Transferred Assets or Seller's ownership or operation thereof. There is no condemnation proceeding pending or, to Seller's knowledge, threatened against any part of the Transferred Assets. There are no proceedings at law or in equity pending or, to Seller's knowledge, threatened against Seller or its Affiliates with respect to the Transactions or the Transferred Assets, (i) relating to the execution or delivery of this Agreement, or (ii) which could materially delay, prevent, result in rescission or material modification of or otherwise unwind the Transactions or any material portion thereof.

3.10 Condition of the Transferred Assets. Seller is selling the Transferred Assets in their "AS IS, WHERE IS, WITH ALL FAULTS" condition, and Buyer has had ample opportunity to inspect and satisfy itself as to the condition of the Transferred Assets. As a gratuitous accommodation and not as a representation, warranty, nor guarantee, Seller will furnish Buyer with copies of all maintenance, operating, performance, financial, warranty and other reports in its possession related to the Transferred Assets as Buyer reasonably requests. To the best of Seller's knowledge, Seller does not have knowledge of any material defect in any of the Transferred Assets.

3.11 Inspection and Acceptance. Buyer may, but is not required, to visit Seller's facilities to inspect the Transferred Assets not later than ten (10) business days prior to closing. Buyer may reject any Transferred Assets that contain defective materials or workmanship or do not conform to Buyer's specifications prior to closing.

3.12 Tax Matters. Excluding any Taxes on gross or net income or gain, Seller has filed or caused to be filed all Tax Returns required to have been filed by or for it (other than those for which extensions were requested and obtained in a timely manner) with respect to any Tax relating to the Transferred Assets (collectively, "Seller's Tax Returns"), and Seller has paid all Taxes that have become due as indicated thereon and that were required to be paid by or for Seller. To the best of Seller's knowledge, all of Seller's Tax Returns relating to the Transferred Assets are true, correct and complete in all material respects. No written notice of deficiency or assessment has been received by Seller from any taxing authority with respect to liabilities for Taxes of Seller in respect of the Transferred Assets, which have not been fully paid or finally settled, or if not fully paid or finally settled, any deficiency and assessment is being contested in good faith through appropriate proceedings. There are no outstanding agreements or waivers extending the applicable statutory periods

of limitation for Taxes of Seller associated with the Transferred Assets. All Taxes required to be withheld, collected or deposited by Seller have been timely withheld, collected or deposited and, to the extent required, have been paid to the relevant Tax authority.

3.13 Brokers. No broker, finder, investment banker or other Person is entitled to any brokerage, finder's or other fee or commission in connection with this Agreement or the Transactions based upon any agreements or arrangements or commitments, written or oral, made by or on behalf of Seller or any Affiliate of Seller by which the Transferred Assets or Buyer could be bound, before, from or after Closing.

3.14 Insurance. The Transferred Assets are insured through a policy issued to Seller by [Insert Name or Change to Self-Insured].

3.15 Absence of Certain Changes. To Seller's knowledge, expressly excepting the physical condition of the Transferred Assets, and save and excepting Seller's distribution system that is attached to the Transferred Assets, no condition or effect exists that, individually or in the aggregate with any other conditions or effects, is or would reasonably be expected to be materially adverse to the ownership or operation of the Transferred Assets.

3.16 Undisclosed Liabilities. Other than liabilities routinely associate with ownership of the Transferred Assets, Seller has no liability or obligation with respect to the Transferred Assets (whether accrued or unaccrued, known or unknown, absolute or contingent), except for (i) Permitted Encumbrances, (ii) matters that have been recorded on Seller's financial statements, and those obligations that have arisen thereafter in the ordinary course of business, and (iii) those obligations which individually or in the aggregate do not impair, impede or prevent Seller's ownership or operation of the Transferred Assets.

3.17 No Other Representations or Warranties. Seller makes no other representations or warranties except for those expressly made in this Agreement and Seller expressly disclaims all other warranties of any kind, express or implied.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller that the statements contained in this Article 4, except as qualified by or disclosed in the Schedules as follows (for purposes of this Agreement and the Schedules, a matter disclosed in one section of the Schedules shall be deemed disclosed with respect to other representations and warranties of Buyer in this Agreement if it is reasonably apparent on the face of the disclosure of the matter):

4.1 Organization and Power. Buyer is a non-profit limited liability company organized and existing under the laws of the State of Ohio and has full right, power and authority to enter into this Agreement, to own its assets and to perform all of its obligations with respect to the Transactions.

4.2 No Breach or Conflict. The execution, delivery and performance by Buyer of this Agreement and of the Closing Agreements to which it is or will be a party, and the consummation of the Transactions by Buyer do not conflict with or result in a breach of any provision of the organizational documents of Buyer.

4.3 Approvals and Buyer's Required Regulatory Approvals.

- (a) The execution, delivery and performance of this Agreement and the Closing Agreements by Buyer and the consummation of the Transactions by Buyer have been duly and effectively authorized by all necessary internal actions of Buyer.
- (b) This Agreement has been, and upon its execution of each Closing Agreement to which Buyer is a party, each Closing Agreement will have been, duly executed and delivered by Buyer.
- (c) This Agreement constitutes the legal, valid and binding obligation of Buyer and is enforceable against Buyer, and the Closing Agreements will, upon delivery at Closing, constitute the legal, valid and binding obligations of Buyer and will be enforceable against Buyer, in each case in accordance with the respective terms contained therein.
- (d) The execution, delivery and performance of this Agreement and the Closing Agreements and the consummation of the Transactions by Buyer do not require any material License or any material filing with any Governmental Authority to be obtained or made by Buyer.

4.4 Litigation. There are no proceedings pending or, to Buyer's knowledge, threatened against Buyer or its Affiliates with respect to the Transactions at law or in equity, (i) relating to the execution or delivery of this Agreement, or (ii) which would reasonably be expected to delay, prevent, result in rescission or modification of or otherwise unwind the Transactions or any portion thereof.

4.5 Condition of the Transferred Assets. Seller is selling the Transferred Assets in their "AS IS, WHERE IS, WITH ALL FAULTS" condition, and Buyer has had ample opportunity to inspect and satisfy itself as to the condition of the Transferred Assets and the condition of the real estate housing the Transferred Assets, for all things that may be of concern to Buyer, including but not limited to environmental matters. xx[Seller is concerned about absence of provisions re: City/HPP distribution system being connected, and Buyer will not impair, impeded, discontinue, or otherwise disturb current energy flow – what happens to assets at end of Lease?]xx

4.6 No Other Representations or Warranties. Buyer makes, no other representations or warranties except for those expressly made in this Agreement and Buyer expressly disclaims all other warranties of any kind, express or implied.

**ARTICLE 5
COVENANTS OF SELLER AND BUYER**

5.1 Commercially Reasonable Efforts to Close. Subject to the terms and conditions provided herein, each of the Parties agrees to use its Commercially Reasonable Efforts to close, consummate and make effective the Transactions, and for the satisfaction of all other conditions to Closing set forth herein that it is required to satisfy (or to cause to be satisfied) to proceed with Closing.

5.2 Expenses. Whether or not the Transactions are consummated, except as otherwise provided in this Agreement, all costs and expenses incurred in connection with this Agreement and the Transactions shall be paid by Buyer, and Buyer shall pay the filing fees and expenses in connection with any filing it makes with Federal Regulatory Energy Commission (“FERC”) in connection with the Transactions. Notwithstanding the foregoing, documentary transfer fees, if any, and recording costs and charges respecting real property shall be paid by the Buyer unless otherwise provided herein.

5.3 Tax Matters.

- (a) Subject to Section 5.2, all transfer, documentary, sales, use, stamp, registration, value added and other Taxes and fees accruing prior to Closing relating to the transfer of the Transferred Asset and Ground Lease to Seller (including any penalties and interest) incurred in connection with this Agreement, the Ground Lease, and other Transaction Documents (including any real property transfer Tax and any other similar Tax) shall be borne by Seller. Seller shall, at its own expense, timely file any Tax Return or other document with respect to the above-referenced Taxes or fees (and Buyer shall cooperate with respect thereto as necessary).
- (b) Each Party shall use Commercially Reasonable Efforts to cooperate fully with the other Party, as and to the extent reasonably requested by the other Party, in connection with the filing of Tax Returns pursuant to this Agreement and any Proceeding with respect to Taxes associated with the Transactions. Consistent with their respective document retention policies, each Party agrees to retain all of its books and records with respect to Tax matters pertinent to the Transferred Assets relating to any taxable period beginning before the Closing Date until the expiration of the applicable statute of limitations and to abide by all record retention agreements entered into with any taxing authority.
- (c)

5.4 Post-Closing Delivery and Retention of Records. Within ten (10) days following Closing, and provided Buyer enters into a Non-Disclosure/Confidentiality Agreement, Seller shall deliver to Buyer all non-privileged books, records and data in Buyer’s possession pertaining exclusively to the Transferred Assets (other than those relating to the financial performance of Seller and other than those protected by attorney-client privilege) in Seller’s possession or control or reasonably available to Seller, in each case other than Excluded Assets; provided, that, any electronic correspondence and files stored on equipment and media that are not material need not be delivered, but shall be provided as reasonably requested by Buyer. Seller shall be entitled to make

at its own expense and retain copies of the records pertaining to the Transferred Assets as needed in connection with Tax Returns or other filings with or notices to Governmental Authorities. Each Party shall (a) hold all records pertaining to the Transferred Assets and not destroy or dispose of any records for a period of seven (7) years following the Closing Date, or if any records pertain to any Proceeding pending at the conclusion of the seven-year period, until the Proceeding is finally resolved and the time for all appeals has been exhausted, and (b) for seven (7) years following Closing, allow the other Party and its accountants and counsel upon reasonable request, during normal business hours, reasonable access to the records pertaining to the Transferred Assets which it holds (other than those constituting Excluded Assets) at no cost, other than costs of copying and other reasonable out-of-pocket expenses; provided, however, that these obligations will not apply to any records subject to any attorney-client privilege.

5.5 Post-Closing Cooperation. After Closing, upon prior reasonable written request, each Party shall use Commercially Reasonable Efforts to cooperate with the other Party in further evidencing and consummating the Transactions.

5.6 Confidentiality.

- (a) Unless and until the Closing occurs, Seller shall keep confidential, except as may be approved in writing by Buyer, or as may be required under applicable Law, (1) any and all information received, created, or maintained by Seller related to any Seller owned or operated utility the release of which would more likely than not provide or create a competitive disadvantage to any of Seller's owned or operated utilities or be of economic value to a competitor or a person other than Seller, including information related to Seller's assets, operations or prospects, which is either non-public, confidential or proprietary, or (2) any and all analyses, compilations, data, studies or other documents prepared by or for Buyer relating to the Transferred Assets that contains information described in clause (1) above (the "Buyer Confidential Information"). Buyer shall keep confidential, except as may be approved in writing by Seller, or as may be required under applicable Law, (1) any and all information received by or in the possession of Buyer relating to Seller's business, assets, operations or prospects and/or relating to the Transferred Assets which is either non-public, confidential or proprietary, or (2) any and all analyses, compilations, data, studies or other documents prepared by or for Buyer or Seller relating to the Transferred Assets or Seller and its Affiliates (collectively, the "Seller Confidential Information," and together with the Buyer Confidential Information, the "Confidential Information").
- (b) Notwithstanding anything in this Agreement to the contrary, each party hereto agrees that each Party (and any person or entity to which Confidential Information is disclosed by the Party as permitted hereby) may disclose Confidential Information to the extent reasonably necessary to: (i) its regulators; (ii) its auditors; (iii) persons who need to know the tax treatment and tax structure of the transactions contemplated by this Agreement; and (iv) the extent otherwise

requested by any governmental agency, regulatory authority (including any self-regulatory organization claiming to have jurisdiction) or any bank examiner.

- (c) Nothing in this Agreement shall bar the right of either Party to seek and obtain from any court injunctive relief, for which no bond shall be required, against conduct or threatened conduct which violates this Section 5.6.
- (d) Neither Party shall issue any external press releases, communications or disclosures concerning the Confidential Information or the Closing, without the other Party's prior written consent, which shall not be unreasonably withheld, conditioned or delayed, except those releases, communications or disclosures which are otherwise required by Law.

5.7 Risk of Loss/Casualty/Takings. DURING THE INTERIM OPERATIONAL PERIOD, ALL RISK OF LOSS OR DAMAGE TO THE TRANSFERRED ASSETS SHALL, AS BETWEEN SELLER AND BUYER, BE BORNE BY SELLER.

ARTICLE 6 ADDITIONAL COVENANTS OF SELLER AND BUYER

Seller and Buyer, as applicable, hereby additionally covenant, promise and agree as follows:

6.1 Access and Information. Throughout the Interim Operational Period, Seller shall, upon reasonable notice from Buyer: (1) provide Buyer and its Representatives reasonable access to the books and records and other documents and data related to the Transferred Assets and Assumed Liabilities; (2) furnish Buyer and its Representatives with financial, operating and other data and information related to the Transferred Assets as Buyer or any of its Representatives may reasonably request; (3) reasonably cooperate with Buyer in its investigation of the Transferred Assets; (4) provide Buyer with copies of any proposed amendment to any Assigned Contract and any proposed new Contract relating to the Transferred Assets of which Seller is aware; (5) provide Buyer with copies of any correspondence or notice asserting or threatening the assertion of a default under or termination of any Assigned Contract relating to the Transferred Assets; and (6) save and excepting damage or loss occasioned by force majeure event and for matters beyond the reasonable control of Seller, to the extent practicable under the circumstances, notify Buyer in advance of the commencement of any maintenance or capital project on the Transferred Assets that is expected to involve the expenditure of at least \$25,000. No investigation by Buyer or information received by Buyer shall operate as a waiver or otherwise affect any representation, warranty or agreement given or made by Seller in this Agreement.

6.2 Operations During Interim Operational Period. Except as authorized by Buyer in writing, from the Effective Date until Closing or termination of this Agreement, Seller shall maintain, or cause to be maintained, the Transferred Assets in the ordinary course of business consistent with past practices, and Seller shall use its best efforts to operate the Transferred Assets in accordance with Prudent Operating Practices and in

compliance with applicable Law; provided, that, this obligation shall not be deemed to require Seller to make any capital or maintenance expenditures other than those that would be part of the normal course of business.

6.3 Notice of Certain Events. Buyer's receipt of information pursuant to this Section shall not operate as a waiver or otherwise affect any representation, warranty or agreement given or made by Seller in this Agreement and shall not be deemed to amend or supplement any schedule to this Agreement, except as otherwise provided in this Agreement.

6.5 Right of First Offer. Except as provided below, if Buyer hereafter seeks to sell or dispose of all or substantially all of the Transferred Assets or any entity in which those assets comprise all or substantially all of its assets, whether by way of a sale of securities, merger, consolidation or similar proceeding, to any unaffiliated third party (a "Triggering Event"), Buyer hereby grants to Seller a right of first offer to acquire those assets. If Buyer seeks to enter into a Triggering Event, it shall provide written notice of the proposed Triggering Event prior to the date Buyer seeks to enter into the Triggering Event, or to commence offering that opportunity to another Person. Seller shall have _____ days after the date of Buyer's notice to notify Buyer in writing of its intent to acquire the assets or equity subject to that transaction. If Seller submits an offer for any of the assets or equity, it must submit an offer to acquire all of those assets or equity and the related liabilities, unless the Parties otherwise agree. The Parties shall have _____ days after Seller notifies Buyer in writing of its intent to acquire such assets or equity to negotiate the principal business terms of that transaction which shall consist of the net book value of the assets at the time of closing, as well the remaining useful life, which determination shall be consistent with the valuation methodology used to determine the purchase price set forth herein. If they agree on those terms, then they shall continue to prepare definitive documents to effect that transfer on mutually acceptable terms during the next seventy-five (75) days. If at the end of that time, the parties are unable to consummate that transaction, then Buyer shall be free to sell those assets or equities to any other potential purchaser for a price not materially less than the net book value, provided that the revenue from any sale to any unaffiliated third party in excess of the net book value shall be divided evenly between Buyer and Seller.

This right of first offer shall not apply to: (a) ordinary course retirements, replacements or additions to the Transferred Assets, (b) any transaction not involving all or substantially all of the Transferred Assets or their replacements, or (c) any sale, merger or reorganization of Buyer or involving all or substantially all of its assets or securities.

6.5 Right to Lease-Back. If Buyer is not permitted to recover all or substantially all of its costs, plus a FERC-approved margin through its FERC-approved tariff, or in the event that Buyer's survey or title search identify any issues that would materially and negatively impact Buyer's ownership or operation of the Transferred Assets, then Buyer shall provide notice in writing to Seller. Upon such notice, Seller shall enter into an operating lease to cover Buyer's costs (i.e., Buyer's cost of interest carrying costs, depreciation, and any FERC-required interest) for a term that extends until the assets become networked, but

in no event shall such term extend beyond December 31, 2025 unless agreed by both Parties. This right shall not extend beyond the final adjudication of Buyer's request for such cost recovery before the FERC.

6.6 Right of Return. If the second delivery point project is not completed by December 31, 2025, or such later date agreed upon by both Parties, Seller shall have the right to reacquire the assets at the net book value of the assets at the time of closing, as well the remaining useful life, which determination shall be consistent with the valuation methodology used to determine the purchase price set forth herein.

6.7 Conduct Pending Closing. Prior to Closing or termination of this Agreement, unless Seller shall otherwise consent in writing, Buyer shall not take any affirmative action which would intentionally cause any of Buyer's representations and warranties set forth in Article 4 to be materially inaccurate as of Closing.

6.8 Notice Certain Events. During the Interim Operational Period, after obtaining knowledge of any event below, Buyer shall promptly notify Seller in writing of (but only to the extent affecting the Transferred Assets, Assumed Liabilities or ability of the Parties to consummate the Transactions):

- (a) any fact, circumstance, event or action the existence, occurrence or taking of which (A) has had, or would reasonably be expected to have, individually or in the aggregate, a material adverse effect on Buyer's ability to consummate the Transactions, without regard to the giving of notice or any opportunity to cure, (B) has resulted in any representation or warranty made by Buyer in Article 4 not being true and correct or (C) has resulted in the failure of any of the conditions set forth in Section 8.2 to be satisfied;
- (b) any material written notice or other written material communication from any Person received by it alleging that the consent of the Person is or may be required in connection with the transactions contemplated by this Agreement; and
- (c) any material written notice or other material written communication from any Governmental Authority received by it in connection with the Transactions, the Transferred Assets or the Assumed Liabilities.

For purposes of determining the accuracy of the representations and warranties of Seller contained in this Agreement and for purposes of determining satisfaction of the conditions set forth in Section 8.2, all subsequent updates prior the end of Buyer's due diligence period shall serve to cure any breach of that representation or warranty. If, prior to Closing, Buyer discovers any occurrence, event or change individually or in the aggregate, materially and adversely affects the Transferred Assets which cannot be cured by Closing, Buyer shall have the right to terminate this Agreement. Should Buyer consummate the Transactions with knowledge of any occurrence, event or change individually or in the aggregate, materially and adversely affects the Transferred Assets that could not be cured by Closing, and absent any written agreement by and between

the parties relating to same, Buyer shall be deemed to have its rights with respect to that breach of representation or warranty thereafter.

ARTICLE 7 CONDITIONS TO CLOSING

The obligations of Buyer and Seller to consummate the Transactions at Closing shall be subject to fulfillment at or prior to Closing of the following conditions, unless Buyer or Seller, as applicable, waives the condition in writing:

7.1 Termination of Agreement. This Agreement shall not have been duly terminated.

7.2 Representations and Warranties. As a condition to a Party's obligation to consummate the Transactions, the representations and warranties of the other Party set forth in this Agreement shall be true and correct to the best of each parties' knowledge as of the Closing Date as though made on the Closing Date.

7.3 Performance by Buyer and Seller. Buyer and Seller shall have each performed and complied in all material respects with all of its respective agreements, obligations and covenants (including but not limited to those set forth in Articles 5, 6 and 7) hereunder during the Interim Operational Period.

7.4 Transfer of Licenses. All Transferred Licenses that lawfully may be transferred on or prior to Closing shall have been transferred to Buyer at Closing.

7.5 No Restraint. There shall be no:

- (a) Injunction, restraining order or order of any nature issued by any court of competent jurisdiction or Governmental Authority of competent jurisdiction which directs that the Transactions shall not be consummated as herein provided and no Proceeding has been commenced by a Governmental Authority seeking to do any of the foregoing; or
- (b) Law enacted which would render the consummation of the Transactions illegal or Law enacted that would prohibit or materially increase the cost of the owning or operating the Transferred Assets.

7.6 Closing Agreements. Buyer and Seller and any of their respective Affiliates which are parties to any Closing Agreements shall have executed and delivered the respective Closing Agreements to be executed by that Party or others, as appropriate.

7.7 Material Adverse Effect. No change, event, circumstance, condition, or effect shall have occurred from and after the Effective Date and is continuing that, individually or in the aggregate with any other changes, events, circumstances, conditions or effects, is or would reasonably be expected to be adversely material on the ability of the Buyer to own or operate the Transferred Assets.

7.8 Ongoing Repairs, Maintenance and Improvements. Seller shall have completed all repairs, maintenance and improvements for the Transferred Assets scheduled to have been completed through the Closing Date, based on the Seller's 2018 operating plan.

7.9 FERC Approvals. The Parties shall have received FERC acceptance of all agreements related to the Transferred Assets that are required to be filed with FERC and FERC acceptance of all agreements related to the assignment and amendment of the Interconnection and Operating Agreement that are required to be filed with FERC.

ARTICLE 8 CLOSING

8.1 Closing. The Closing provided for in this Agreement will take place on the Closing Date as Buyer and Seller may mutually agree in writing. At Closing, subject to the terms and conditions hereof, Buyer and Seller shall deliver or cause to be delivered to each other all the documents, instruments and other agreements required pursuant to Articles 8 and 9 to be executed and delivered for Closing, in each case duly executed by an authorized signatory of Buyer and Seller or other applicable Person and, if applicable, acknowledged and in due form for recording (collectively the "Closing Agreements").

8.2 Closing Agreements. Subject to the terms and conditions hereof, at the Closing, Buyer and Seller, as applicable, shall deliver, or cause to be delivered, the following to the other Party (and third parties, as applicable), in mutually acceptable form, that approval not to be unreasonably withheld:

- (a) An amount in immediately available funds, by way of wire transfer from Buyer to an account or accounts designated at the order of Seller, equal to the Purchase Price;
- (b) a Bill of Sale and Assignment executed by Seller transferring all of the Transferred Personal Property;
- (c) intentionally omitted;
- (d) the Ground Lease Agreement;
- (e) intentionally omitted;
- (f) Certified copies of the resolutions of the Party's governing board or bodies, as needed, authorizing the execution, delivery and performance of this Agreement and the Transactions;
- (g) A certificate of the Secretary or Associate Secretary of the Party identifying the name and title and bearing the signatures of the officers of that Party, authorized to execute and deliver this Agreement, each Closing Agreement to which it is a party and the other agreements contemplated hereby;

- (h) Evidence, in form and substance reasonably satisfactory to Seller, of the receipt by Buyer of its Required Regulatory Approvals;
- (i) To the extent available, originals of all of the Assigned Contracts constituting Transferred Assets, and, if the originals are not available, true and correct copies thereof, and required assignments to transfer the Assigned Contracts, duly executed by Seller and the counterparty (subject to Section 5.9);
- (j) Documents, if any, necessary to transfer any of the Transferred Assets not covered by the foregoing or as reasonably requested by Buyer;
- (k) Certificates of non-foreign status in the form required by Section 1445 of the Code duly executed by Seller; and
- (l) All the other agreements, documents, instruments and writings required to be delivered by the other Party at or prior to the Closing Date pursuant to this Agreement or reasonably requested by the other Party in connection with the Transactions.

ARTICLE 9 TERMINATION

9.1 Termination. This Agreement may be terminated prior to Closing only:

- (a) At any time, by mutual written consent of Seller and Buyer;
- (b) By either Party upon written notice to the other Party if any Governmental Authority having competent jurisdiction has issued a final, non-appealable order, decree, ruling or injunction (other than a temporary restraining order) or taken any other action permanently restraining, enjoining or otherwise prohibiting the Transactions;
- (c) By Buyer or Seller, as applicable, pursuant to other provisions of this Agreement.
- (d) By a Party if there has been a misrepresentation with respect to the other Party's representations and warranties in this Agreement, or a default or breach by that other Party with respect to its covenants or agreements contained in this Agreement, any of which individually or in the aggregate would result in the material failure to satisfy one or more of the conditions to the Closing set forth in Section 8.1 or Section 8.2, as applicable, but not including any of those covenants that are not fulfilled due to the actions or inactions of the Party seeking termination, and the misrepresentation, default or breach is not cured within sixty (60) days (a "Cure Period");
- (e) By either Party upon written notice to the other, if all conditions set forth in Article 8, other than those that are within the control of the other Party, have been satisfied (other than conditions which by their nature are to be satisfied at the Closing) and a party provides a writing that it refuses to close the transaction within thirty (30) days of written notice from the other Party indicating the non-terminating party is

ready, willing and able to close and that the conditions noted in this subsection have been satisfied.

9.2 Effect of Termination. If this Agreement is validly terminated pursuant to Section 9.1, the Parties shall have no further obligations or liabilities hereunder, except as expressly provided in this Agreement, including Section 5.7; provided that nothing in this Section 9.2 shall relieve any Party from liability for any fraudulent, reckless or willful breach of this Agreement by the Party prior to termination of this Agreement.

ARTICLE 10 INDEMNIFICATION

10.1 Indemnity by Buyer. To the fullest extent permitted by law, Buyer shall indemnify, defend, and hold harmless Seller and its trustees, members, officers, employees, agents, and their subsidiaries and affiliates (collectively “Seller Indemnified Parties”) from and against any and all actual or threatened actions, causes of action, claims, demands, damages, losses, fees, fines, penalties, judgments, suits and expenses, arising out of or in connection with the Transaction or the activities of Buyer, including but not limited to third party claims for personal injury and/or property damage relating to or resulting from:

- (a) The material breach of any representation or the breach of any warranty made by Buyer in this Agreement or any other Closing Agreement or Buyer’s Closing Certificate;
- (b) the material breach of any covenant or agreement made or undertaken by Buyer in this Agreement or any other Closing Agreement;
- (c) the acts or omissions of Buyer;
- (d) breach of this Agreement;
- (e) breach of the Ground Lease;
- (f) Damage or loss to Seller’s existing electric distribution system as a result of the acts or omissions of Buyer and/or Buyer’s agents, employees or authorized Representatives;
- (g) the Excluded Assets or the Excluded Liabilities.

Buyer’s indemnification obligation exists regardless of whether or not the actions, causes of action, claims, demands, damages, loss, fee, fine, penalty, suit, judgment or expense is caused in part by one or more of the Seller Indemnified Parties. But this section does not obligate Buyer to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

In claims against one or more of the Seller Indemnified Parties by any direct or indirect employee of Seller, a subcontractor, or a person or entity for whom Seller or a

subcontractor may be liable, the indemnification obligation will not be limited by a limitation on the amount or type of damages or penalties. Buyer's indemnification obligation will survive termination of this Agreement.

The indemnification obligations contained herein shall survive Closing and consummation of the transactions contemplated by this Agreement.

ARTICLE 11 GENERAL PROVISIONS

11.1 Notices. All notices, requests, demands, waivers, consents and other communications hereunder shall be in writing, shall be delivered either in person, by overnight air courier or by mail, and shall be deemed to have been duly given and to have become effective (a) upon receipt, if delivered in person, (b) one (1) Business Day after having been delivered to a courier for overnight delivery, (c) upon transmission by e-mail or facsimile if sent before 5:00 p.m. local time of the recipient on a Business Day, or on the next Business Day if sent thereafter, or (d) five (5) Business Days after having been deposited in the U.S. mail as certified or registered mail, return receipt requested, all fees prepaid, directed to the Parties or their permitted assignees at the following addresses (or at another address as shall be given in writing by a Party):

If to Seller, addressed to:

City of Huron, Ohio
417 Main Street
Huron, OH 44839
Attn: Mayor
Phone: (419) 433-5000
Fax: (419) 433-5120
E-Mail: sam.artino@huronohio.us

with a copy to:

City of Huron, Ohio
417 Main Street
Huron, OH 44839
Attn: Law Director
Phone: (216) 619-7850
Fax: (216) 916-2430

tschrader@sseg-law.com
f to Buyer, addressed to:

AMP Transmission, LLC
1111 Schrock Road, Suite 100
Columbus, OH 43229
Attn: Pamala M. Sullivan
Phone: 614-540-0971
E-Mail: psullivan@amppartners.org

with a copy to:

AMP Transmission, LLC
1111 Schrock Road, Suite 100

Columbus, OH 43229
Attn: Lisa McAlister
Phone: 614-540-1111
Fax: 614-540-6397
E-Mail: lmcAlister@amppartners.org

11.2 Successors and Assigns. Notwithstanding any contrary provision of this Agreement, the rights of the Parties under this Agreement shall not be assigned or transferred nor shall the duties of either Party be delegated without the prior written consent of the other Party in its sole discretion. This Agreement will apply to, be binding in all respects upon, and inure to the benefit of the Parties hereto and their respective successors and permitted assignees. Nothing contained in this Agreement, express or implied, is intended to confer upon any Person (other than the Parties hereto and their permitted assignees) any benefits, rights or remedies under or by reason of this Agreement.

11.3 Counterparts. This Agreement may be executed in two or more original counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. Counterparts may be delivered by facsimile or other electronic methods and shall be effective upon that delivery as if a signed original had been delivered at that time to the other party.

11.4 Captions and Paragraph Headings. Captions and paragraph headings used herein are for convenience only and are not a part of this Agreement and shall not be used in construing it.

11.5 Entirety of Agreement; Amendments. This Agreement (including the Schedules, Appendices and Exhibits hereto) and the Closing Agreements contain the entire understanding between the Parties concerning the Transactions and, except as expressly provided for herein, supersede all prior understandings and agreements, whether oral or written, between them with respect to the subject matter hereof and thereof. There are no representations, warranties, agreements, arrangements or understandings, oral or written, between the Parties relating to the subject matter of this Agreement and the Closing Agreements which are not fully expressed herein or therein. This Agreement may be amended or modified only by an agreement in writing signed by each of the Parties. All Appendices, Exhibits and Schedules attached to or delivered in connection with this Agreement are integral parts of this Agreement as if fully set forth herein.

11.6 Waiver. The failure of a Party to insist, in any one or more instances, on performance of any of the terms, covenants and conditions of this Agreement shall not be construed as a waiver or relinquishment of any rights granted hereunder or of the future performance of that term, covenant or condition, but the obligations of the Parties with respect thereto shall continue in full force and effect. No waiver of any provision or condition of this Agreement by a Party shall be valid unless in writing signed by the Party. A waiver by one Party of the performance of any covenant, condition, representation or warranty of the other Party shall not invalidate this Agreement, nor shall any waiver be

construed as a waiver of any other covenant, condition, representation or warranty. A waiver by any Party of the time for performing any act shall not constitute a waiver of the time for performing any other act or the time for performing an identical act required to be performed at a later time.

11.6 Waiver of Jury Trial. EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS WHICH IT MAY HAVE TO A JURY TRIAL WITH RESPECT TO ANY SUIT, LEGAL ACTION OR PROCEEDING BROUGHT BY OR AGAINST IT OR ANY OF ITS AFFILIATES RELATING TO THIS AGREEMENT OR THE TRANSACTIONS.

11.7 Governing Law/Dispute Resolution.

- (a) This Agreement shall be governed in all respects, including validity, interpretation and effect, by the internal Laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Ohio, except to the extent that portions hereof regulated by Federal law shall be governed by that Law.
- (b) Subject to the provisions of subsection (c), each Party hereby unconditionally and irrevocably, to the fullest extent permitted by law, (i) consents to jurisdiction in any Proceeding arising out of or relating to this Agreement, or any of the Closing Agreements or the Transactions contemplated hereby, and agrees that any Proceeding arising out of this Agreement or any Closing Agreement shall be brought and prosecuted exclusively in a state court of competent jurisdiction located in the state or federal courts located in Erie County, Ohio, and any judgment obtained as a result thereof may be filed in any court of competent jurisdiction, (ii) submits to the *in personam* jurisdiction of those courts and waives and agrees not to assert in any Proceeding before any of those courts, by way of motion, as a defense or otherwise, any claim that it is not subject to the *in personam* jurisdiction of any of those courts, and (iii) waives any objection that it may now or hereafter have to the laying of venue in any Proceeding arising out of or relating to this Agreement, any Closing Agreement or the Transactions contemplated hereby brought in any of those courts and any claim that any Proceeding brought in any of those courts has been brought in an inconvenient forum.

11.8 No Partnership; Relationship between Buyer and Seller. Nothing in this Agreement is intended or shall be construed to create any partnership, joint venture or similar relationship between Buyer and Seller; and in no event shall either Party take a position in any regulatory filing or Tax Return or other writing of any kind that a partnership, joint venture or other similar relationship exists. The Parties do not intend to form or hold themselves out as a *de jure* or *de facto* partnership, joint venture or similar relationship, to share profits or losses, or to share any joint control over financial decisions or discretionary actions. Notwithstanding anything herein to the contrary, neither Seller nor Buyer shall be prevented from exercising their respective rights or pursuing their remedies as owners of the Transferred Assets, as applicable.

11.9 Severability. Whenever possible, each provision of this Agreement shall be interpreted in a manner as to be valid, binding and enforceable under applicable Law, but if any provision of this Agreement is held to be unenforceable under applicable Law, the provision shall be unenforceable only to the extent expressly so held, without affecting the remainder of the provision or the remaining provisions of this Agreement. The Parties shall negotiate in good faith to agree upon legal, valid and enforceable substitute provisions to carry out the purposes and intent of any unenforceable provision.

11.10 Time of the Essence. Time is hereby expressly made of the essence with respect to each and every term and provision of this Agreement. The Parties acknowledge that each will be relying upon the timely performance by the other of its obligations hereunder as a material inducement to each Party's execution of this Agreement.

11.11 Limitations on Damages. EXCEPT IN THE CASE OF FRAUD, RECKLESSNESS OR WILLFUL MISCONDUCT, NO PARTY OR ANY OF ITS RESPECTIVE OFFICERS, TRUSTEES, DIRECTORS, CONTRACTORS, SUBCONTRACTORS, ATTORNEYS, AGENTS, REPRESENTATIVES OR AFFILIATES, SHALL BE LIABLE FOR ANY DAMAGES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, STRICT LIABILITY OR ANY OTHER LEGAL THEORY, ARISING FROM THIS AGREEMENT OR ANY OF THE ACTIONS OR TRANSACTIONS PROVIDED FOR HEREIN, OTHER THAN FOR ACTUAL DAMAGES. IN ADDITION, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT OR IN ANY CLOSING AGREEMENT, IN NO EVENT SHALL ANY PARTY OR ANY OF ITS AND ITS RESPECTIVE OFFICERS, TRUSTEES, DIRECTORS, CONTRACTORS, SUBCONTRACTORS, ATTORNEYS, AGENTS, REPRESENTATIVES OR AFFILIATES BE LIABLE UNDER THIS AGREEMENT OR, OR OTHERWISE AT LAW OR IN EQUITY, FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE DAMAGES, EXEMPLARY DAMAGES, LOST PROFITS, OR DAMAGES THAT ARE REMOTE, SPECULATIVE, INDIRECT, UNFORESEEN OR IMPROBABLE.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the date first above written.

SELLER:

THE CITY OF HURON, OHIO

By: _____

Name: Todd A. Schrader _____

Title: Law Director _____

By: _____

Name: Sam Artino _____

Title: Mayor _____

Approved as to form:

BUYER:

AMP TRANSMISSION, LLC

By: _____
Name: Pamala M. Sullivan

Title: President

Approved as to form:

By: _____
Name: Lisa G. McAlister
Title: General Counsel

Schedule 1 – Permitted Encumbrances

There are no Permitted Encumbrances.

Schedule 2 – Assumed Liabilities

There are no Assumed Liabilities.

Exhibit A
Equipment

Line	Qty	Unit	Description	Manufacture
			<u>MAJOR EQUIPMENT</u>	-
A3	1	EA	CONTROL HOUSE- COMPLETE W/ BATTERY, AUX EQUIPMENT, HMI, RELAY ;PANELS PER SPEC- 1 SHIPPING SPLIT - TESTING - FIELD ASSISTANCE - OFFLOADED	JAGG
A4	3	EA	69KV BREAKERS	GE/ALSTOM
A7	1	EA	69KV, 1200A 3PH HORN GAP, GOAB SWITCH, MANUAL, VERT BRK, ALUM, PASCOR	PASCOR
A8	1	EA	69KV, 1200A 3PH DISCONNECT, GOAB SWITCH, MANUAL, VERT BRK, ALUM, PASCOR	PASCOR
A9	2	EA	69KV, 1200A 3PH DISCONNECT, GOAB SWITCH, MANUAL, VERT BRK, ALUM, PASCOR	PASCOR
A10	2	EA	69KV, 1200A 3PH DISCONNECT, GOAB SWITCH, MANUAL, VERT BRK, ALUM, PASCOR	PASCOR
A12	3	EA	SURGE ARRESTER - STATION CLASS, 48kV MCOV, 60kV RATING	HUBBELL
			<u>STEEL</u>	-
S1	1	EA	69KV TAKEOFF DEADEND BOX STRUCTURE	PEPCO
S2	1	EA	69KV - FE METERING STRUCTURE - (CT/PT SUPPLIED BY FE)	PEPCO
S3	3	EA	69KV 3PH HIGH BUS SUPPORT STRUCTURE	PEPCO
S4	6	EA	69KV 1PH LOW BUS TAP STRUCTURE	PEPCO
S5	2	EA	69KV SWITCH STAND	PEPCO
S6	2	EA	69KV 3PH BUS SUPPORT STRUCTURE	PEPCO
S7	1	EA	SHIELD/LIGHTNING MAST - 50'	GALV
S8	1	LOT	ANCHOR BOLTS AND TEMPLATES FOR ALL PEPCO SUPPLIED STRUCTURES	TF
S9	1	EA	SWITCH GROUND MATS 6X4 - (HORN GAP SWITCH)	PEPCO
S9A	5	EA	SWITCH GROUND MATS 3X4	PEPCO
			<u>BUSSING, FITTINGS - 69KV</u>	-
B1	940	FT	BUS PIPE 2.5" - SCH 40 6063T6 - 20' STICKS	
B2	900	FT	DAMPER CABLE - 266.8 Partridge	
B3	400	FT	JUMPER CABLE - 477 ACSR HAWK	
B3A	50	FT	JUMPER CABLE, 3/0 ACSR (PIGEON)	
B4	31	EA	INSULATORS - STATION POST TR278	TE
	1	LOT	BUS SUPPORT FITTINGS FOR 69KV BUS PER THE FOLLOWING:	TRAVIS PATTERN
B5	31	EA	BUS SUPPORT FITTING - 2-1/2" PIPE TO 5" B.C. - SLIP OR FIXED AS REQUIRED - BOLTED	TRAVIS PATTERN
B6	15	EA	TERMINALS - 2-1/2" PIPE TO 4-HOLE PAD, BOLTED ALUM	TRAVIS PATTERN
B6A	16	EA	TERMINALS - 2-1/2" PIPE TO 4-HOLE PAD, BOLTED ALUM - CENTER FORMED	TRAVIS PATTERN

B7	27	EA	TERMINALS - 477 ACSR TO 4-HOLE PAD, BOLTED ALUM	TRAVIS PATTERN
B7A	7	EA	TERMINALS - 3/0 ACSR TO 2-HOLE PAD, BOLTED ALUM	TRAVIS PATTERN
B8	12	EA	TERMINALS - 477 ACSR TO 4-HOLE PAD, BOLTED ALUM - 90-DEGREES	TRAVIS PATTERN
B9	12	EA	TEES - 2-1/2" PIPE TO 2-1/2" PIPE, BOLTED ALUMINUM	TRAVIS PATTERN
B9A	6	EA	TEES - 2-1/2" PIPE TO TWO 2-1/2" PIPES, BOLTED ALUMINUM - 15-DEGREE ANGLES	TRAVIS PATTERN
B9B	12	EA	TEES - 2-1/2" PIPE TO 2-1/2" PIPE, BOLTED ALUMINUM - 15-DEGREE ANGLE	TRAVIS PATTERN
B10	6	EA	TEES - 2-1/2" PIPE MAIN TO 477 ACSR TAP, BOLTED ALUMINUM	TRAVIS PATTERN
B10A	7	EA	TEES - 2-1/2" PIPE MAIN TO 2-HOLE PAD, BOLTED ALUMINUM	TRAVIS PATTERN
B11	6	EA	STUD CONNECTORS - 1-1/2" STUD TO 4-HOLE PAD, BOLTED ALUMINUM	TRAVIS PATTERN
B11A	6	EA	EXPANSION TERMINAL, 2-1/2" PIPE TO 4-HOLE PAD, ALUMINUM	TRAVIS PATTERN
B12	21	EA	COUPLERS - 2-1/2" PIPE TO 2-1/2" PIPE, BOLTED ALUMINUM	TRAVIS PATTERN
B13	27	EA	ELBOWS - 2-1/2" PIPE TO 2-1/2" PIPE, BOLTED ALUMINUM - 90-DEGREES	TRAVIS PATTERN
B14	4	EA	ELBOWS - 2-1/2" PIPE TO 2-1/2" PIPE, BOLTED ALUMINUM - 45-DEGREES	TRAVIS PATTERN
B15	9	EA	END CAP, 2-1/2" PIPE	TRAVIS PATTERN
B16	3	EA	DEADEND CLAMP FOR STATIC LINE	MACLEAN
B17	3	EA	SHACKLE FOR STATIC DEADEND	HUBBELL
B18	250	FT	STATIC WIRE 3/8 GALVANIZED	NATIONAL
BSA	1	LOT	BOLT SETS - TERMINAL, EQUIPMENT MOUNTING, ETC - COMPLETE AS REQ	TF
BS1	500	EA	1/2" X 2-1/2" SS HEX BOLT W/ 1/2" HEX NUT, (2) 1/2" FLAT WASHERS, (1) 1/2" LOCK WASHER (TERMINALS)	
BS2	125	EA	5/8"-11 X 1-1/4" GALV. HEX BOLT W/ 1/2" FLAT AND LOCK WASHER (INSULATORS)	
BS3	20	EA	1/2" X 3" GALV. HEX BOLT W/ 1/2" HEX NUT, (2) 1/2" FLAT WASHERS, (1) 1/2" LOCK WASHER (CTs & PTs)	

Exhibit B

Ground Lease Agreement

[See Attached]

GROUND LEASE

THIS GROUND LEASE ("Lease") is entered into this ___ day of _____, 2020 (the "Commencement Date"), between The City of Huron, Ohio, an Ohio municipal corporation ("Lessor"), and AMP Transmission, LLC, an Ohio non-profit corporation ("Lessee").

RECITALS

A. Lessor operates an electric distribution utility in Huron, Ohio. Prior to the date of this Lease, Lessor owned 69 kilovolt ("kV") facilities and associated equipment at its substation, including but not limited to two 69 kV transformers, three 69 kV breakers, a control house, and associated equipment, including steel arrangements, foundations, breakers, and major equipment including the inside of the control house, relay panels, and DC battery systems, arresters and switches and associated equipment (collectively, the "Equipment"), as described more fully in the Purchase Agreement (defined below).

B. On the Commencement Date, Lessor has sold the Equipment to Lessee, pursuant to an Asset Purchase and Sale Agreement (the "Purchase Agreement"). As contemplated in that agreement, the Equipment or its replacements shall remain in place at the Substation located at 1100 Rye Beach Road, Huron, Ohio 44839, to be used in connection with the transmission of electricity from the transmission grid to Huron's distribution utility at the Substation.

C. Through this Lease, Lessor seeks to provide Lessee with access on a non-exclusive basis to the Leased Premises (defined below), and with the right to occupy on a non-exclusive basis the Leased Premises to permit it to own, operate, maintain, repair and replace the Equipment during the term of this Lease, on the terms set forth more fully below.

On the Commencement Date, Lessor has also provided to Lessee a Perpetual Access Easement (the "Easement"), granting Lessee rights to access to the Equipment and the Leased Premises and the right to own, operate, maintain, repair and replace the Equipment at the Leased Premises for so long as Lessee or its successors and assigns own any of that Equipment or its replacements, on the terms set forth in that Easement.

AGREEMENTS

NOW, THEREFORE, in consideration of the rents and mutual covenants herein contained, Lessor and Lessee do hereby covenant, promise and agree as follows:

I. LEASED PREMISES AND ACCESS RIGHTS

A. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor, on a non-exclusive basis with Lessor, the real property described on Lease Exhibit A, attached hereto, and by this reference incorporated herein, together with all rights and appurtenances thereto (the "Leased Premises"), situated in the County of Erie, State of Ohio. All references to the Leased Premises shall be deemed to include any subsequent

improvements to the Leased Premises, whether made by Lessor or Lessee. The provisions of this Lease are all covenants running with the land for the duration of the Term (as defined below) only.

B. The parties acknowledge that the Leased Premises include the Substation as well as additional area around the substation amounting to approximately three acres. Lessor hereby grants Lessee and its directors, managers, officers, employees, agents, contractors (collectively, its "Representatives") and its and their invitees access at no charge to them to and across the Substation property during the Term to enable access to the Leased Premises by Lessee and its Representatives and invitees. In addition, Lessee and its Representatives shall have reasonable access to and use of, at no charge to them, the Substation facilities (e.g., offices, restrooms, storage facilities, if any) as requested by Lessee in connection with the ownership, operation, maintenance, repair, replacement, improvement, and removal of the Equipment and the use or the Leased Premises.

C. Lessee agrees that it and its Representatives shall comply with Lessor's reasonable safety rules at the Substation.

D. This Lease is subject to a non-exclusive license in favor of Lessor to the lands and improvements owned by Lessor that are adjacent and contiguous to the Leased Premises for access to the Substation as may be necessary from time to time, with Lessor's permission and in accordance with Lessor's safety and other protocols.

II. LEASE TERM

The initial term of this Lease (the "Initial Term") shall commence at 12:01 a.m., on the Commencement Date, and end at 11:59 p.m. on December 31, 2055, unless sooner terminated or extended, as provided herein. At Lessee's option, which may be exercised by Lessee in writing at any time prior to the expiration of the Initial Term, Lessee may extend the term of this Lease for an additional ten year term, commencing with the expiration of the Initial Term (the "Extended Term" and collectively with the Initial Term, the "Term"). In the event that Lessee opts in writing to extend this Lease, the lease payment(s) shall be determined by mutual agreement of Lessor and Lessee in accordance with the fair market value of the leasehold interest at the time of such extension.

In the event that Lessee sells or transfers the Equipment to Lessor or a third party, this Lease shall terminate once the asset transfer is complete unless the Lease is also transferred with the Equipment.

III. LEASE PAYMENTS

A. Commencing on the Commencement Date, Lessee shall pay to Lessor as "Base Rent" for the Leased Premises, without notice, set-off, deduction or demand, the sum of TBD Dollars (\$.00) as a one-time, upfront payment payable on the Commencement Date. Lessor acknowledges the receipt of the full payment for the initial term, which shall be applied as a prepaid rent credit.

B. In the event that Lessor shall be required to pay any transaction privilege or sales tax levied upon or assessed against the Base Rent or additional rental received by Lessor by any governmental authority having jurisdiction paid by Lessee to Lessor hereunder ("Rental Taxes"), specifically excluding Lessor's income tax, Lessee shall pay its Pro Rata Share of those Rental Taxes in addition to the Base Rent which Lessee is required to pay Lessor herein. The amount required to be paid by Lessee to Lessor for Rental Taxes shall be paid on or before the date the taxes are due and shall be considered as the payment of taxes, and not the payment of rent.

C. Lessee shall pay its Pro Rata Share of any Real Estate Taxes imposed on the Leased Premises as described herein and in Section VII. "Real Estate Taxes" shall mean: all taxes and assessments, general, special or otherwise, levied upon or with respect to the Leased Premises and the land upon which it is located and related personal property, whether imposed by federal, state or local governments, or any school, agricultural, lighting, drainage or other improvement district; taxes and assessments of every kind and nature whatsoever levied, assessed and imposed on Lessor in lieu of or in substitution for existing or additional real or personal property taxes or assessments; and the cost of contesting by appropriate proceedings the amount or validity of any of the aforementioned taxes or assessments; provided, that Real Estate Taxes shall not include income taxes of Lessor. All rentals due under this Lease (Base Rent, Rental Taxes, and Real Estate Taxes) shall be paid to Lessor at its address of record as set forth below.

D. This Lease is intended to be and shall be deemed and construed as a "gross lease," pursuant to which Lessee shall have use and access to the Leased Premises net of any other costs or expense other than the Base Rent, the Rental Taxes, the Real Estate Taxes provided for above and any personal property taxes owed on the Equipment. The parties agree that any other charges to Lessee, if any, shall be addressed in the O&M Agreement. If not provided for thereunder, then those other charges shall be for the account of Lessor, not Lessee. Without limiting the foregoing, Lessee shall not be responsible for impositions, charges or expenses of any nature whatsoever, including without limitation any of the following: all electrical power, security, janitorial services, water, waste disposal, gas, maintenance of refuse removal facilities, insurance premiums, licenses, maintenance, supplies, costs of operation, and remodeling

E. Each of Lessee and Lessor shall keep the Leased Premises and all adjacent sidewalks, parking and service areas free and clear of all debris, trash, garbage, and waste resulting from the operation of their respective business.

IV. MAINTENANCE

Lessee agrees to maintain the Leased Premises and all improvements thereon in good condition and repair (ordinary wear and tear and casualty and condemnation excepted) and Lessor shall have no responsibility for the maintenance and repair of the Leased Premises, except as otherwise set forth in the Operation and Maintenance Agreement and provided, further that Lessee shall be responsible for damage and repair of the Leased Premises caused by the actual conduct of Lessee or its employees or agents. The Operation and Maintenance Agreement shall address the rights of the

parties to operate and maintain any equipment or improvements located on the Leased Premises.

V. ENVIRONMENTAL LAWS

Lessee and Lessor shall each comply with all federal, state and local laws relating to environmental matters, and to the extent permitted by law, Lessee shall defend, indemnify and hold harmless Lessor and Lessor's shareholders, officers, directors, managers, members, employees and agents (collectively, as applicable, the "Indemnified Parties") from and against any and all claims, demands, liabilities, fees, fines, investigations, penalties, judgments, losses, suits, costs and expenses, including cost of compliance, remedial costs, clean-up costs, reasonable attorney's fees, and court costs arising from or related to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling, or the emission, discharge, release or threatened release into the environment, of any pollutant, contaminant or hazardous or toxic material, substance or matter from, on or at the Leased Premises as a result of any act or omission on the part of Lessee or its directors, officers, employees, contractors or agents. These indemnification and defense obligations shall survive the expiration or termination of this Lease. Lessee shall not be responsible for any environmental matter which first arose before the Commencement Date, including any environmental matter discovered thereafter which occurred on or before that date.

VI. NO MORTGAGE BY LESSOR

During the term of this Lease, Lessor shall not at any time encumber or permit the Leased Premises to be encumbered with any senior lease, mortgage, deed of trust, or other lien or encumbrance in connection with any financing or indebtedness for the benefit of Lessor or otherwise.

VII. TAXES AND ASSESSMENTS; INSURANCE; AND CONSTRUCTION

A. All Real Estate Taxes and personal property taxes, general and special assessments and other charges which are in the nature of such taxes or assessments levied on or assessed against the Leased Premises, improvements located on the Leased Premises, personal property located on the land or improvements, the leasehold estate, or any subleasehold estate, which accrue during the term of this Lease shall be paid by Lessor and Lessee based on their Pro Rata Shares as reasonably determined by Lessor. Those taxes, assessments, installments or charges which are due and payable on or prior to the Commencement Date or after the Term ends shall be paid by Lessor.

B. Lessee and Lessor shall each have the right to reasonably contest and appeal the amount of any Real Estate Taxes, assessments or charges for which they are responsible under this Lease and each may institute proceedings in its own name or jointly with consent of the other party. Should it be necessary to pay those taxes, assessments or charges under written protest before the same can be contested, each shall pay its Pro Rata Share of those taxes, assessments or charges so as to prevent the Leased Premises, improvements and personal property, or any portion thereof, from being sold or conveyed pursuant to a tax or other statutory sale or treasurer's or other

deed authorized by any applicable statute or ordinance. Each party shall be authorized to collect any refund payable as a result of any proceeding that party institutes for that purpose and any refund shall be the property of the parties on a Pro Rata basis after deduction for all costs and expenses incurred in connection with the pursuit of that contest or appeal.

C. Property insurance must be procured by each Party for their owned assets from an insurance company with a Best A-/VII rating or better. Lessee shall insure the assets that have shared ownership with Lessor. All insurance proceeds shall be paid to and owned exclusively by the party procuring that policy.

D. Lessee shall procure commercial general liability insurance from an insurance company with a Best A-/VII rating or better in the amount of not less than ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00) per occurrence and not less than TWO MILLION AND 00/100 DOLLARS (\$2,000,000.00) in the aggregate.

E. Lessee's policy of insurance shall name Lessor as an additional insured and shall deliver the policy of insurance or a copy thereof to Lessor prior to the Commencement Date. Renewals thereof as required shall be delivered to Lessor at least thirty (30) days prior to the expiration of the policy terms. Lessee shall notify Lessor at least thirty (30) days prior to cancellation of the insurance.

F. Lessor and Lessee each waive, to the fullest extent possible, any and all rights of recovery against the other, or against their Representatives, for loss of or damage to the waving party or its property or the property of others under its control, except where the waiver has or would have the effect of invalidating or denying either parties coverage under any insurance policy held at the time of loss.

G. All insurance proceeds on account of fire, damage or destruction under the policies of casualty insurance shall be paid to and owned exclusively by the party procuring that policy.

VIII. TERMINATION OR EXPIRATION

A. At the expiration of the Term of this Lease, as the same may be duly extended, or sooner terminated pursuant to this Lease, all Lessee-owned improvements (if any), may be removed by Lessee during the succeeding ninety (90) days following that termination (and Lessee shall have continued access and occupancy rights for no additional rent during that period) at its discretion. That period shall be extended by each day for which access to the Leased Premises is restricted by Lessor. Any property not removed by Lessee during that period shall become the property of Lessor "AS-IS" and without warranty.

B. Except for the removal period noted above, any holding over after the expiration of the term of this Lease shall be construed to be a tenancy from month to month, cancelable upon thirty (30) days written notice by Lessor or Lessee, and upon terms and conditions under this Lease as existed during the last year of the term hereof or any extended term.

C. Lessee shall restore any damage to the Leased Premises or the Substation caused by the removal of any Equipment, provided, however, that nothing in this Lease shall require Lessee to replace any of the Equipment or to restore any electric transmission facility following Lessee's removal or abandonment of that Equipment, regardless of the operating condition of that Equipment. Lessor hereby assumes responsibility for assuring that the power transmitted to the Substation can be transmitted outside of the Substation following the expiration of the Term, regardless of the reason for the termination of this Lease.

IX. PERMITTED USE; COMPLIANCE WITH LAWS AND REGULATIONS

A. Throughout the term of this Lease and during any extended terms of the Lease, Lessee shall be permitted to use and occupy the Leased Premises for any lawful purpose consistent with the ownership, operation, maintenance, repair, replacement, improvement, and removal of transmission equipment, and for any other purpose incident thereto. Lessee shall comply during the Term and any Extended Terms with all present and future laws, acts, rules, requirements, orders, directions, ordinances and/or regulations, administrative decisions, and other holdings or requirements of all governmental authorities (whether state, federal or local), ordinary or extraordinary, foreseen or unforeseen, concerning the Leased Premises or improvements thereon, except Lessee shall have no obligation for environmental matters which existed on or adjacent to the Leased Premises on the Commencement Date.

B. To the extent permitted by law, Lessee shall defend, hold harmless and indemnify Lessor and its Indemnified Parties, from and against any and all actions, causes of action, damages, expenses, fees, fines, investigations, loss, penalties, suits, judgments, or claims for damages of every kind and nature, including but not limited to third party claims for personal injury and/or property damage (including without limitation reasonable attorneys' fees and expenses) arising out of any breach of this Lease, the acts or omissions of Lessee and its agents, employees, and authorized representatives, damage or destruction to Lessor's existing electric distribution system as a result of the acts or omissions of Lessee, failure by Lessee and its Representatives to comply with any laws, acts, rules, requirements, orders, directions, ordinances and/or regulations, the intention of the parties being with respect thereto that each party during the Term shall discharge and perform all their respective obligations in accordance therewith. Each party further covenants and agrees that it will procure and maintain, at its own expense, all required licenses, operating permits, certificates, or other items required by any governmental, regulatory, or licensing body with respect to its operations at the Substation and on the Leased Premises. These indemnification and defense obligations shall survive the expiration or termination of this Lease.

X. TRANSFER OR CONDEMNATION

A. Total, Substantial, or Unusable Remainder. If at any time during the term of this Lease:

(1) *Total or Substantial Taking.* Title to the whole or substantially all of the Leased Premises shall be transferred, this Lease shall terminate and expire on the date possession is transferred; or

(2) *Remainder Unusable for Purposes Leased.* Title to a substantial portion of the Leased Premises shall be transferred, and the remaining part of the Leased Premises cannot feasibly be used or converted for use by Lessee for the purpose for which it was being used immediately prior to the event, Lessee may, at its option, terminate this Lease within ninety (90) days after the transfer by serving upon Lessor at any time within said ninety (90) day period, a thirty (30) day written notice of Lessee's election to so terminate accompanied by a certificate of Lessee that the remaining part of the Leased Premises cannot feasibly be used or converted for use by Lessee for that purpose.

B. Partial Taking--Lease Continues. In the event of any taking of less than the whole or substantially all of the Leased Premises, the Term shall not be reduced or affected in any way. In that case, the parties shall confer in good faith to determine whether adjustments to the Base Rent and other terms hereof and under the O&M Agreement shall be made to restore the parties, to the greatest extent feasible, to their situation immediately prior to that partial taking, in light of their Pro Rata Share and operations on the Leased Premises.

C. Award Payments. In the event of a taking pursuant to any of the foregoing subsections, Lessor and Lessee shall work in good faith to divide the award according to their respective interests in the Leased Property, and if they are unable to reach agreement, the award shall be shared according to their Pro Rata Interests, except awards with respect to personal property owned by each party shall belong to that party alone.

D. Rights of Participation. Each party shall have the right, at its own expense, to appear in and defend any condemnation proceeding and participate in any and all hearings, trials, and appeals therein.

E. Notice of Proceeding. In the event Lessor or Lessee shall receive notice of any proposed or pending condemnation proceedings affecting the Leased Premises, the party receiving the notice shall promptly notify the other party of the receipt and contents thereof.

F. Relocation Benefits. Lessee is not waiving any of its rights to any federal, state or local relocation benefits or assistance provided in connection with any condemnation or prospective condemnation action.

G. Covenant Not to Exercise Condemnation Powers. To the fullest extent permitted by law, Lessor agrees not to exercise its condemnation powers to acquire any or all of Lessor's interests in the Leased Premises or any of the Equipment, rights or other interests of Lessor therein.

XI. DESTRUCTION OF EQUIPMENT OR IMPROVEMENTS

If all or any portion of the Equipment or improvements on the Leased Premises should be destroyed by fire, flood or other casualty, then Lessee shall repair or replace those items at its own cost, except to the extent the damage was caused by Lessor or its Representatives.

XII. DEFAULT; REMEDIES

A. Each of the following shall constitute an Event of Default in breach of this Lease:

(1) A party shall fail to pay any amounts due hereunder or any other agreements between them on any day upon which the same is due, and the same shall not be paid within fifteen (15) days after written notice from the party to the other of that failure to pay;

(2) A party shall do or permit anything to be done, whether by action or inaction, contrary to any material covenant or agreement on the part of that party in this Lease or the O&M Agreement or otherwise contrary to any of the material covenants, agreements, terms or provisions of this Lease or the O&M Agreement, or the party shall otherwise fail in the keeping or performance of any of the covenants, agreements, terms or provisions contained in this Lease or the O&M Agreement which on the part or behalf of that party are to be kept or performed, and that party remains in violation sixty (60) days after written notice thereof from the other party; provided, however, that if the default cannot be reasonably corrected within a sixty (60) day period, then the party shall not be deemed in default if it has, within that sixty (60) day period, commenced to correct the default and diligently thereafter pursues the correction to completion, subject to an event of enforced delay (together with the period noted in subsection A(1) above, as applicable, a "Cure Period").

(3) An involuntary petition shall be filed against a party under any bankruptcy or insolvency law or under the reorganization provisions of any law of like import, or a receiver of or for the property of that party shall be appointed without the acquiescence of the other party, and that situation shall continue and shall remain undischarged or unstayed for an aggregate period of one hundred twenty (120) days;

(4) A party shall make an assignment of its property for the benefit of creditors or file a voluntary petition under any bankruptcy or insolvency law, or whenever any court of competent jurisdiction shall approve a petition filed by the party under the reorganization provisions of the United States Bankruptcy Code or under the provisions of any law of like import, or whenever a petition shall be filed by the party under the arrangement provisions of the United States Bankruptcy Code;

(5) A party shall abandon the Leased Premises prior to the termination of the Lease and not cure that abandonment within ninety (90) days of notice from the other party, provided, however, that Lessee shall not be deemed to have abandoned the

Leased Premises so long as the O&M Agreement or any successor thereto shall remain in place and for a period of 180 days following its termination;

B. Upon the occurrence of any Event of Default on the part of a party, as set forth in this Lease, and in addition to all other rights and remedies the other party may have under this Lease or under applicable law, the non-defaulting party shall have the following rights and remedies, but it shall not have any obligation to do so:

(1) It may enter into and upon the Leased Premises to do all things reasonably deemed necessary or desirable by that party to cure any uncured Event of Default, and the defaulting party shall pay the non-defaulting party on demand all sums expended by it in curing or attempting to cure any such Event of Default, together with interest on those sums at six percent (6%) per annum;

(2) It may continue this Lease in effect until it elects to terminate the Lease by written notice to the defaulting party, and the defaulting party shall remain liable to perform all of its obligations under this Lease, and the non-defaulting party may enforce all of its rights and remedies, including the right to recover all amounts and all other payments and charges payable hereunder to it as the same fall due. If the defaulting party abandons the Leased Premises or fails to maintain and protect the Leased Premises as herein provided, the non-defaulting party may do all things necessary or appropriate to maintain, preserve and protect the Leased Premises. The defaulting party agrees to reimburse the non-defaulting party on demand for all amounts reasonably expended by it in maintaining, preserving and protecting the Leased Premises;

(3) Upon the occurrence of one or more of the Events of Default listed above, the non-defaulting party may at any time thereafter, but not after the default is cured, give written notice ("Second Notice") to the defaulting party specifying the Event(s) of Default and stating that this Lease and the Lease term hereby demised shall expire and terminate on the date specified in that notice, which shall be at least thirty (30) days after the giving of the Second Notice, and upon the date specified in the Second Notice, this Lease and the Lease Term shall expire and terminate as of that date. The defaulting party shall pay all amounts due to the non-defaulting party, less any undisputed amounts it owes the defaulting party.

C. No right or remedy herein conferred upon or reserved to a party is intended to be exclusive of any other right or remedy herein or by law provided, but each shall be cumulative and in addition to every other right or remedy given herein or now or hereafter existing at law or in equity or by statute.

XIII. NON-WAIVER

No waiver of any default shall constitute a waiver of any other breach or default, whether of the same or any other covenant or conditions. Acceptance of rent by Lessor during a period in which Lessee is in default in any respect other than payment of rent shall not be deemed a waiver of the other default.

XIV. NOTICES

Any notice required to be given or which may be given hereunder shall be in writing, delivered in person, by overnight delivery service, or by certified mail, postage prepaid, return receipt requested, addressed to the party at the following address or at such other change of address as may, from time to time, be communicated to the other party in the same manner as notice hereunder is required to be given. The addresses of parties to which all notices are to be mailed are:

Lessor: City of Huron, Ohio
417 Main Street
Huron, OH 44839
Attn: Mayor
Phone: (419) 433-5000
Fax: (419) 433-5120
E-Mail: sam.artino@huronohio.us

with a copy to: City of Huron, Ohio
417 Main Street
Huron, OH 44839
Attn: Law Director
Phone: (216) 619-7850
Fax: (216) 916-2430
tschrader@sseg-law.com

Lessee: AMP Transmission, LLC
1111 Schrock Road, Suite 100
Columbus, OH 43229
Attn: Pamala M. Sullivan
Phone: 614-540-0971
E-Mail: psullivan@amppartners.org

with a copy to: AMP Transmission, LLC
1111 Schrock Road, Suite 100
Columbus, OH 43229
Attn: Lisa G. McAlister
Phone: 614-540-1111
Fax: 614-540-6397
E-Mail: lmcalister@amppartners.org

That notice shall be deemed given when personally delivered, on the delivery date if delivered via overnight delivery service, upon transmission if sent by e-mail or facsimile before 5:00 p.m. local time of the recipient on a Business Day, or on the next Business Day if sent thereafter, or, if mailed in accordance with the provisions hereof, then five (5) Business Days following the deposit of the written notice in the United States mails. A "Business Day" is any day that is not a Saturday, Sunday or any day on which banks located in the State of Ohio are authorized or obligated to close.

XV. EASEMENTS

A. Lessor has granted to Lessee the Easement. The parties agree that the rights under the Easement are independent of this Lease and shall have legal effect notwithstanding the amendment or termination of this Lease.

B. Lessor agrees, at the request of Lessee and at Lessee's sole expense, to grant additional easements over, under, upon or across the Leased Premises as may be reasonably necessary in Lessee's opinion to enable the Leased Premises, and any improvements constructed or to be constructed thereon, to be adequately served by gas, electricity, water, sewer, telephone and other utilities and to permit Lessee, its Representatives, independent contractors, licensees and invitees to have full and reasonable access to the Leased Premises for any purposes permitted under this Lease or the Easement. Those easements shall be subject to Lessor's reasonable approval.

XVI. CONSTRUCTION OF TERMS

This Lease shall not be strictly construed either against the Lessor or the Lessee. The term "including" shall mean "including without limitation" regardless of whether so stated. Whenever reference is made to persons, unless the context otherwise requires, words denoting the singular number may, and where necessary shall, be construed as depicting plural number, and words of the plural number may, and where necessary shall, be construed as denoting the singular and words of one gender may, and where necessary shall, be construed as denoting another gender as is appropriate.

XVII. ASSIGNMENT, SUBLETTING

A. Transfers. Intentionally omitted.

B. Subleases. Without the prior written consent of Lessor, Lessee shall not assign its rights under this Lease to any other Person.

XVIII. ENTIRE AGREEMENT

This Lease, the Easement, the O&M Agreement, the Purchase Agreement and the exhibits attached to any of the foregoing set forth all the covenants, promises, agreements, conditions and understandings between Lessor and Lessee concerning the Leased Premises and this Lease, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as set forth in those documents. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Lessor or Lessee unless reduced to writing and signed by each of them.

XIX. PARTIAL INVALIDITY

If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

XX. BINDING EFFECT

All of the terms, covenants, conditions and provisions contained in this Lease shall be binding upon and shall inure to the benefit of the Lessor and Lessee and their respective heirs, executors, administrators, successors and assigns. A mortgagee is a third party beneficiary of the mortgagee provisions contained in this Lease.

XXI. HEADINGS

As used herein, any section or paragraph headings or defined terms are for convenience only and are not to be used in the construction of the sections nor are they meant to limit or expand the content of the sections.

XXII. TIME OF THE ESSENCE

Time is of the essence of this Lease and each and every provision hereof.

XXIII. MEMORANDUM OF LEASE

This Lease shall not be recorded without the written consent of both parties. Concurrently with the execution of this Lease, the parties shall execute and cause to be recorded a Memorandum of Lease in the form attached hereto as Lease Exhibit B.

XXIV. INDEMNITY

11.12 Indemnification. Notwithstanding the termination of the Lease for any reason, to the fullest extent permitted by law, Lessee shall indemnify, defend, and hold harmless Seller and its trustees, members, officers, employees, agents, and their subsidiaries and affiliates (collectively "Seller Indemnified Parties") from and against all actual or threatened actions, causes of action, claims, demands, damages, losses, fees, fines, penalties, judgments, suits and expenses arising out of or in connection with the Transaction, relating to or resulting from:

- (a) The material breach of any representation or the breach of any warranty made by Lessee in this Lease:
- (b) the material breach of any covenant or agreement made or undertaken by Lessee in this Lease;
- (c) the acts or omissions of Lessee;
- (d) breach of this Lease;

- (e) Damage or loss to Lessor's existing electric distribution system as a result of the acts or omissions of Lessee and/or Lessee's agents, employees or authorized Representatives.

Lessee's indemnification obligation exists regardless of whether or not the actions, causes of action, claims, demands, damages, loss, fee, fine, penalty, suit, judgment or expense is caused in part by one or more of the Lessor Indemnified Parties. But this section does not obligate Lessee to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

In claims against one or more of the Lessor Indemnified Parties by any direct or indirect employee of Lessor, a subcontractor, or a person or entity for whom Lessor or a subcontractor may be liable, the indemnification obligation will not be limited by a limitation on the amount or type of damages or penalties. Lessee's indemnification obligation will survive termination of this Lease.

A. Liens. Lessor shall not permit any monetary liens to encumber the Leased Premises which have priority over the Lease. In the event Lessor encumbers the Leased Premises subsequent to the date of this Lease, (i) the Lease shall retain its priority position, and (ii) the holder of each Lessor Mortgage or security interest shall execute and deliver to Lessee a fully executed and acknowledged non-disturbance agreement in a commercially reasonable form, and reasonably acceptable to Lessee and any Lessee Mortgagee whereby the holder agrees, among other things, to recognize Lessee's rights under this Lease and not to disturb Lessee's possession and use of the Leased Premises and such other appurtenant rights and easements in the Leased Premises. With respect to other monetary encumbrances (i.e., mechanics' liens, judgment liens, tax liens, etc.), Lessor shall take any such actions as are required to prevent any material adverse effect to Lessee's use hereunder as a result of such encumbrances.

B. Personal Injury. Each party shall defend, indemnify and hold harmless the other party harmless from any and all actual or threatened actions, causes of action, claims, demands, damages, losses, fees, fines, penalties, judgments, suits and expenses arising out of or in connection with personal injury to the other party or its Representatives, invitees or third parties, or to other occupants of any part of the Leased Premises, or for any damage to any property of the other party or of any other occupant of any part of the Leased Premises, to the extent caused by the negligence or willful misconduct of that party or its Representatives.

Lessee's indemnification obligation will survive termination of this Lease..

XXV. ESTOPPEL CERTIFICATES

Lessor or Lessee, including Lessee's assignees and sublessees, may request, from time to time, a certificate from the other party, or a statement, within twenty (20) days of demand in writing certifying (a) that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), (b) the dates to which the Base Rent and other charges have been paid in advance, if any, (c) for any certificate by Lessee, Lessee acceptance and possession of the Leased Premises, (d) the commencement of the Lease term, (e)

the Base Rent provided under the Lease, and (f) that the other party is not in default under this Lease (or if it claims a default, the nature thereof), (g) that the party claims no offsets against amounts owed to the other, and (h) other information as shall be reasonably necessary to establish the status of the tenancy created by this Lease. It is intended that any statement delivered pursuant to this Article may be relied upon by any prospective purchaser, Mortgage holder or assignee of any Mortgage holder of the Leased Premises.

XXVI. FORCE MAJEURE

If Lessor or Lessee shall be delayed, hindered in or prevented from the performance of any acts required hereunder, other than the payment of Rent, by reason of a Force Majeure Delay, then performance of such acts shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equal to the period of such delay.

XXVII. OPERATOR

To the extent that Lessee engages a third party other than Lessor (each, an "Operator") to operate, maintain, repair and replace the Equipment or to otherwise act with respect to the Leased Premises, the Operator may perform, on Lessee's behalf, any or all of the obligations of Lessee under this Lease, and Lessor agrees to accept performance of those obligations from the Operator as though the same were performed by Lessee.

XXVIII. QUIET ENJOYMENT AND COOPERATION

A. Lessee, upon paying the Base Rent and all other charges owing under this Lease, and upon performing all of its obligations under this Lease, will peaceably and quietly enjoy its non-exclusive rights to access and occupy the Leased Premises, subject to the terms of this Lease. Lessee shall use commercially reasonable efforts to assure that its activities in connection with the Lease do not unreasonably interfere with the use by Lessor of the Substation or the Leased Premises or other assets not owned by Lessee, subject to Lessee's rights to maintain, service, repair and replace the Equipment at times it deems necessary or appropriate.

B. Each party shall execute further agreements or instruments reasonably requested by the other party to carry out the terms hereof and the other referenced agreements and the contemplated transactions.

XXIX. GOVERNING LAW/DISPUTE RESOLUTION

A. This Lease shall be governed in all respects, including validity, interpretation and effect, by the internal Laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Ohio, except to the extent that portions hereof regulated by Federal law shall be governed by that Law.

B. Subject to the provisions of subsection (C), each party hereby

unconditionally and irrevocably, to the fullest extent permitted by law, (i) consents to jurisdiction in any legal proceeding arising out of or relating to this Lease, or any of the other agreements noted herein or the transactions contemplated hereby or thereby, and agrees that any proceedings arising out of this Lease or any of those other agreements or transactions shall be brought and prosecuted exclusively in a state court of competent jurisdiction located in the state or federal courts located in Franklin County or Erie County, Ohio, and any judgment obtained as a result thereof may be filed in any court of competent jurisdiction, (ii) submits to the *in personam* jurisdiction of those courts and waives and agrees not to assert in any proceeding before any of those Forums, by way of motion, as a defense or otherwise, any claim that it is not subject to the *in personam* jurisdiction of any of those courts, and (iii) waives any objection that it may now or hereafter have to the laying of venue in any proceeding arising out of or relating to this Lease or those agreements or transactions brought in any of those Forums and any claim that any proceeding brought in any of those Forums has been brought in an inconvenient forum.

C. Unless otherwise provided pursuant to this Lease, all disputes between the parties shall be resolved, if possible, in accordance with the following dispute resolution procedures.

XXX. NO PARTNERSHIP

Nothing in this Lease is intended or shall be construed to create any partnership, joint venture or similar relationship between Lessor or Lessee; and in no event shall either party take a position in any regulatory filing or Tax Return or other writing of any kind that a partnership, joint venture or other similar relationship exists. The parties do not intend to form or hold themselves out as a *de jure* or *de facto* partnership, joint venture or similar relationship, to share profits or losses, or to share any joint control over financial decisions or discretionary actions. Notwithstanding anything herein to the contrary, neither Lessor nor Lessee shall be prevented from exercising their respective rights or pursuing their remedies as owners of the Substation, Equipment, as applicable.

XXXI. COUNTERPARTS

This Lease may be executed in counterparts and each of which shall be deemed to be an original, and together which shall constitute one instrument. Counterparts may be delivered by facsimile or other electronic means and shall be effective upon that delivery as if a signed original had been delivered at that time to the other party.

XXXII. LIMITATION ON DAMAGES

EXCEPT IN THE CASE OF A PARTY'S FRAUD, RECKLESSNESS OR WILLFUL MISCONDUCT, OR THE EVENT OF THIRD PARTY LIABILITY, NO PARTY SHALL BE LIABLE TO ANY OTHER PARTY OR ANY OF ITS AFFILIATES, OFFICERS, TRUSTEES, DIRECTORS, CONTRACTORS, SUBCONTRACTORS, ATTORNEYS, AGENTS, REPRESENTATIVES OR AFFILIATES, FOR ANY DAMAGES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, STRICT LIABILITY OR

ANY OTHER LEGAL THEORY, ARISING FROM THIS LEASE OR ANY OF THE ACTIONS OR TRANSACTIONS PROVIDED FOR HEREIN, OTHER THAN ACTUAL DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT OR IN ANY OTHER AGREEMENT BETWEEN THEM, IN NO EVENT SHALL ANY PARTY BE LIABLE UNDER THIS LEASE OR OTHER AGREEMENT, OR OTHERWISE AT LAW OR IN EQUITY, FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE DAMAGES, EXEMPLARY DAMAGES, LOST PROFITS OR DAMAGES THAT ARE REMOTE, SPECULATIVE, INDIRECT, UNFORESEEN OR IMPROBABLE, OR ANY OTHER DAMAGES OTHER THAN ACTUAL DAMAGES. EACH PARTY HEREBY RELEASES THE OTHER PARTIES AND THEIR CONTRACTORS, SUBCONTRACTORS, AGENTS, AND AFFILIATES FROM ANY OF THOSE DAMAGES (EXCEPT TO THE EXTENT PAID TO A THIRD PARTY IN A THIRD PARTY CLAIM).

XXXIII. LESSOR REPRESENTATIONS AND WARRANTIES

A. Lessor's Representations. Lessor hereby represents and warrants to Lessee that:

(1) Lessor has no actual knowledge of any existing physical conditions of the Leased Premises which would prevent, significantly restrict or make more expensive Lessee's development of the Leased Premises for the purposes specified in this Lease, or which could, with the passage of time, or the giving of notice, constitute a violation of any currently applicable governmental law, ordinance, order, rule or regulation.

(2) The execution of this Lease will not constitute a violation of nor be in conflict with nor constitute a default under any term or provision of any agreement or instrument to which Lessor is a party or by which the Leased Premises or any part thereof is bound.

(3) Without having made any specific investigation thereof, and without undertaking to do so, Lessor has no actual knowledge of any law, regulation, ordinance or order of any local, state or federal governmental authority which would prohibit or significantly restrict Lessee's development of the Leased Premises pursuant to this Lease. To the best of Lessor's knowledge, the Leased Premises is currently in material compliance with all governmental laws, ordinances, orders, rules and regulations applicable to the Leased Premises.

(4) Intentionally omitted.

(5) Lessor warrants that Lessor holds a fee simple interest in the Leased Premises and, to the best of Lessor's knowledge, that the Leased Premises are free of any liens, encumbrances or restrictions of any kind that may interfere with Lessee's anticipated use of the Leased Premises. During the Term of this Lease, Lessor covenants and agrees that neither Lessor nor its agents, lessees, invitees, guests, licensees, successors or assigns will (i) interfere with, impair or prohibit the free and complete use and enjoyment by Lessee of its rights granted by this Lease; or (ii) take any action which will interfere with or impair Lessee's access to the Leased Premises for the purposes specified in this Lease. Lessor further covenants that, to the best of Lessor's knowledge, there are no outstanding written or oral leases, purchase or sale agreements or other agreements or restrictions encumbering, or in any way affecting the Leased Premises,

and no person or entity has any right with respect to the Leased Premises, whether by option to purchase, contract or otherwise, that would prevent or interfere with any of Lessee's rights under this Lease.

(6) The representations and warranties set forth in this Section shall survive the execution and delivery hereof.

XXXIV. EXHIBITS AND INCORPORATION

The following exhibits, which are attached hereto or are in the possession of the Lessor and Lessee, are incorporated herein by reference as though fully set forth:

Lease Exhibit "A"	Legal Description of Leased Premises
Lease Exhibit "B"	Memorandum of Ground Lease

[SIGNATURES ARE ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Lease effective as of the day and year first above written.

LESSOR:

THE CITY OF HURON, OHIO,

By: _____
Name: Sam Artino
Title: Mayor

STATE OF OHIO)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____ 2020, by _____ as the _____ of the City of Huron, Ohio, an Ohio municipal corporation, on behalf of that entity.

My commission expires: _____ Notary Public

LESSEE:

AMP TRANSMISSION, LLC,

By: _____
Name: Pamala M. Sullivan
Title: President

STATE OF OHIO)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____ 2020, by _____ the _____ of AMP Transmission, LLC, an Ohio non-profit limited liability company, on behalf of the corporation.

My commission expires: _____ Notary Public

LEASE EXHIBIT A

Legal Description of the Leased Premises

That certain real property situated in the State of Ohio, County of Erie, more particularly described as follows:

Per Title Commitment No. E-28101SC Issued by First American Title Insurance Co. with an effective date of September 1, 2017 at 7:30 a.m.

Situated in the City of Huron, County of Erie and State of Ohio:

Being that part of Original Lot Number Twenty-two (22), Section Number Two (2), formerly in the Township of Huron, now in the City of Huron, as follows:

Beginning at a point in the centerline of Rye Beach Road, the same being the west line of Lot Number 22, North 1 degree 15 minutes west, 1591.26 feet from its intersection with the centerline of Bogart Road; thence South 88 degrees 37 minutes east, along the southerly line of lands now or formerly owned by Ada Croll, 704.40 feet to a point; thence South 1 degree 15 minutes east 325.00 feet to a point; thence North 88 degrees 37 minutes west, 704.40 feet to the centerline of Rye Beach Road; thence North 1 degree 15 minutes west, along said centerline, 325.00 feet to the place of beginning and containing 5.25 acres, more or less, but subject, however, to all legal highways.

ALTA/NSPS Land Title Survey

The City of Huron

Based on Title Commitment No. E-28101SC
of First American Title Insurance Company
Effective Date: September 1, 2017 at 7:30 A.M.

Surveyor's Certification

To : First American Title Insurance Company, James R. Hoffman, Bishop of Toledo, Ohio,
and The City of Huron

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 8, 11, 13, 16, and 19 of Table A thereof. The field work was completed on August, 2017.



9/21/2017

Registered Surveyor: John J. Raab
Registered Land Surveyor No.: 7863
In the State of: Ohio
Date of Survey: August, 2017
Date Printed: September 21, 2017

OHM[®]

ARCHITECTS ENGINEERS PLANNERS

580 N. Fourth St.
Suite 630
Columbus, Ohio
43215
OHM-ADVISORS.COM

SHEET

1
OF 1

Schedule B Section II Title Exceptions Notes

Schedule B stems from the Certificate No. 0-282436 issued by First American Title Insurance Company with an effective date of September 1, 2015. Items 1-10, and 11-17 are not survey related.

18 Right of Way to Columbus Gas of Ohio, Inc. filed for record September 8, 2017 and recorded in Volume 238 of Page 173, Ohio County, Ohio Deed Records, is located on subject parcel, as shown herein.

Utility Notes

1. The utilities shown herein have been located from field survey information and existing drawings. The surveyor makes no guarantee that the utilities shown coincide with all utilities in the area, other than as noted or abandoned. The surveyor further does not warrant that the utilities shown are in the exact location indicated although he does certify that they are located as accurately as possible from information available.

Flood Note

By graphic shading only, this property is in Zone X (areas determined to be outside of the 1% annual chance floodplain) of the Flood Insurance Rate Map, Ohio County Community No. 089703, City of Union Community No. 087374, and Ohio No. 089420714C which were in effect on September 15, 2014 and is set in a Special Flood Hazard Area. No field monitoring was performed to determine the size and an elevation certificate may be needed to verify the determination or apply for a variance from the Federal Emergency Management Agency.

Wayne J. Krupke & Peter R. Krupke
ES, ZET Page 421
34.85 Acres



Location Map

Symbol Legend

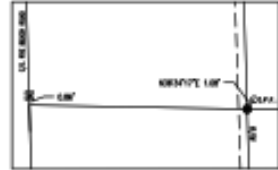
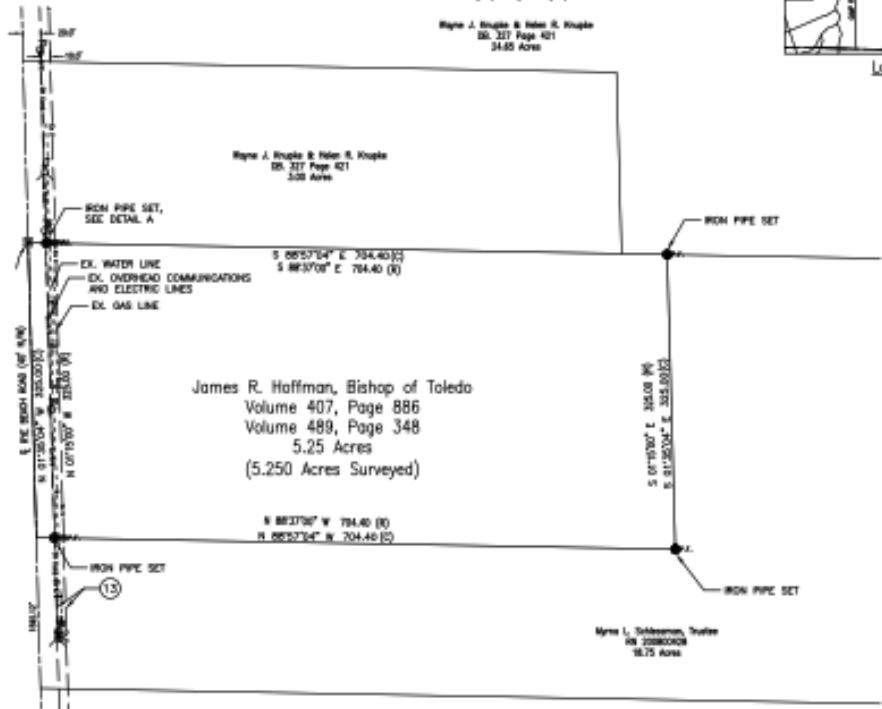
- 1. 12 IN. IRON PIPE SET WITH SIDE OF SHOWN TOP
- 2. 6 IN. IRON PIPE
- 3. 8 IN. IRON PIPE
- 4. 12 IN. IRON PIPE
- 5. 4 IN. IRON PIPE
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- 52. 98 IN. IRON PIPE
- 53. 100 IN. IRON PIPE

Notes:

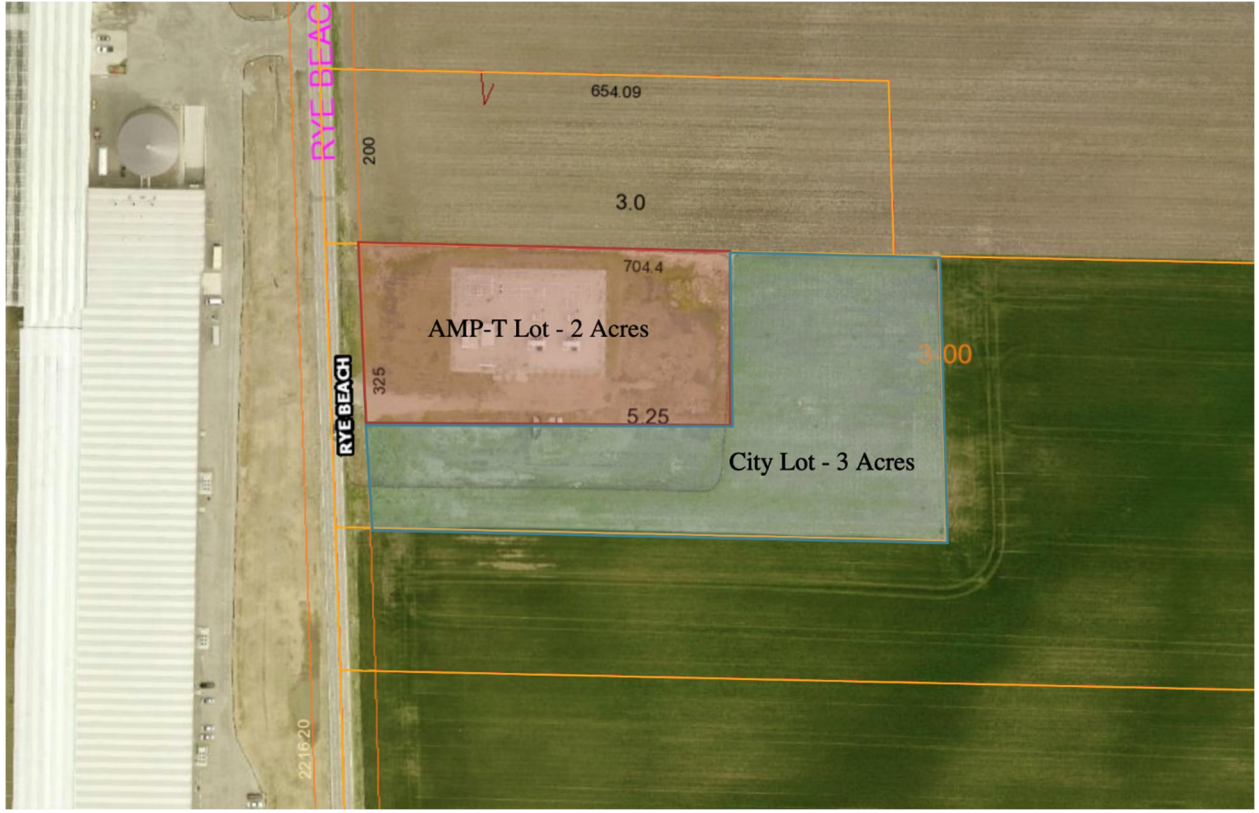
1. There may be other utilities of current utility or building construction of the site of survey.
2. Property is a vacant lot, no additional features observed.

Basis of Bearings:

Bearings are based on the Ohio State Plane Coordinate System, South Zone and North American Datum of 1983 (NAD 83), using the correction of Eye-Block Road as being S 27°27'30" W.



DETAIL A



LEASE EXHIBIT B

Memorandum of Lease

WHEN RECORDED MAIL TO:

Attn:

MEMORANDUM OF GROUND LEASE

This MEMORANDUM OF GROUND LEASE is entered into this ____ day of _____, 2020, by and between The City of Huron, Ohio, an Ohio municipal corporation, as "Lessor", (having an office at 417 Main Street, Huron, Ohio 44001), and AMP Transmission, LLC, an Ohio non-profit corporation, as "Lessee" (having an office at 1111 Schrock Road, Suite 100, Columbus, Ohio 43220), with reference to the following facts:

A. Lessor and Lessee have entered into a Ground Lease of even date herewith (the "Lease"). Under the Lease, Lessee is leasing from Lessor that certain real property located in Erie County, Ohio and more particularly described on Exhibit A attached hereto and made a part hereof by reference (the "Leased Premises").

B. Lessor and Lessee desire to provide record evidence of Lessee's leasehold interest in the Leased Premises.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth in the Lease, and in this Memorandum of Ground Lease, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

1. The terms, provisions, covenants, conditions and agreements set forth in the Lease are by this reference incorporated herein.

2. The term of the Lease began on the "Commencement Date" as defined in the Lease, and shall continue until December 31, 2055, unless sooner terminated or as extended, as provided in the Lease. Lessee shall have the right to extend the Lease for an additional 10-year term, subject to the conditions set forth in the Lease.

3. In addition to those terms referenced above, the Lease contains numerous other terms, covenants, conditions and provisions which affect the Leased Premises, and notice is hereby given that reference should be had to the Lease directly with respect to those terms, covenants, conditions and provisions. Copies of the Lease are maintained at the offices of Lessor and Lessee, as set forth above. This Memorandum of Ground Lease does not alter, amend, modify or change the Lease in any respect, is executed for recording purposes only, is not intended to be a summary of the Lease, and is subject to

the terms of the Lease. In the event of conflict between this Memorandum and the Lease, the Lease shall control.

4. This Memorandum shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and assigns.

IN WITNESS WHEREOF, the undersigned parties have executed this Memorandum as of the day and year first above written.

LESSOR: **CITY OF HURON, OHIO,**

By: _____
Name: Sam Artino
Title: Mayor

STATE OF Ohio)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____ 2020, by _____ as the _____ of The City of Huron, Ohio, an Ohio municipal corporation, on behalf of that entity.

My commission expires: _____
Notary Public

LESSEE: **AMP TRANSMISSION, LLC,**

By: _____
Name: Pamala M. Sullivan
Title: President

STATE OF _____)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____ 2020, by _____ the _____ of AMP Transmission, LLC, an Ohio non-profit limited liability company, on behalf of the corporation.

My commission expires: _____
Notary Public

Exhibit C

Easement

[SEE ATTACHED]

PERMANENT EASEMENT AGREEMENT

THIS PERMANENT EASEMENT AGREEMENT (this "Easement" or the "Agreement") is made and entered into as of the _____ day of _____, 2020 ("Effective Date"), between THE CITY OF HURON, OHIO, an Ohio municipal corporation ("Grantor") and AMP TRANSMISSION, LLC, an Ohio non-profit limited liability company ("Grantee").

RECITALS

A. Grantor and Grantee are parties to that certain Asset Purchase and Sale Agreement, dated as of _____, 2020 (the "Purchase Agreement"), pursuant to which, among other things, on the date hereof:

(i) Grantor sold to Grantee the Equipment (as defined in the Purchase Agreement) (collectively, and including any replacements, substitutions or additions thereto from time-to-time, the "Purchased Assets"); and

(ii) Grantor retained the fee interest in the real property underlying the Purchased Assets, which property is more particularly described in Easement Exhibit A (the "Property").

B. Because the Purchased Assets (or their replacements) will remain situated in, on or over a portion of the Property (the "Leased Area"), Grantor has agreed to provide Grantee with this Easement, providing Grantee with rights to access and occupy, on a non-exclusive basis, the Leased Area and permitting the Equipment (or its replacements, substitutions and proceeds thereof) to remain on the Property at Grantee's discretion, subject to the terms hereof.

C. Pursuant to the Purchase Agreement and concurrent with the execution and delivery of this Agreement, Grantor and Grantee entered into that certain Ground Lease (the "Lease") pursuant to which Grantor also granted Grantee rights to access and occupy the Property and the Leased Area.

D. The parties intend that this Easement shall have independence from the rights and obligations set forth in the Applicable Agreements (defined below). Accordingly, this Easement shall remain in effect notwithstanding any termination or modification of any of those agreements, unless expressly set forth in an amendment hereof.

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions and Rules of Construction.

1.1. Defined Terms. The following terms when used in this Agreement shall have the meanings specified in this Section 1.1.

“Applicable Agreements” means the Purchase Agreement, the Lease, the Operating Lease and any other agreement or instrument entered into by the Parties relating to the Purchased Assets or the Property, as any of those may be amended from time-to-time.

“Emergency” shall mean a condition or situation that (i) presents an imminent physical threat of danger to life, health or property or could reasonably be expected to cause significant disruption of access to or the operation of the Equipment, or (ii) that is likely to or could reasonably be expected to result in an imminent violation of applicable law.

“Facilities” mean those facilities and Improvements located at, on, over or under the Property in which Grantee needs or reasonably requests to use, including storage space, parking facilities, communication facilities, equipment monitoring and control rooms, utility lines, connection points for integrating the Purchased Assets or their replacements with the Grantee’s systems and equipment, and receiving areas, regardless of whether those facilities are located within the Leased Area.

“Force Majeure Event” shall mean any event that both (i) restricts or prevents performance by a Party under this Agreement, and (ii) is not reasonably within the control of the Party or caused by the default or negligence of the Party and could not be overcome or avoided by the exercise of due care. “Force Majeure Event” includes: acts of God; Emergency conditions; failure of facilities due to unusually severe actions of the elements like drought, flood, earthquake, storm, fire, lightning, hurricane, tornado or epidemic; war, terrorism, civil disturbance, sabotage, riot or public disorder; strike or labor action; accident; curtailment of supply, unavailability of construction materials or replacement equipment beyond the Party’s reasonable control; inability to obtain and maintain rights-of-way, permits, licenses and other required authorizations from any Governmental Authority or person for any of the facilities or equipment necessary for performance by the Party hereunder; and actions, failures to act or restraints of any Governmental Authority (including expropriation, requisition and changes in law or regulations) to the extent preventing or delaying performance by the Party hereunder. Settlement of strikes and labor disputes which are Force Majeure Events shall be wholly within the discretion of the Party whose employees are on strike or involved in the labor dispute.

“Governmental Authority” means any federal, state, local, territorial or municipal government and any department, commission, board, bureau, authority, agency, court, instrumentality or judicial, regulatory or administrative body or entity, including any industry or regional bodies regulating the operations of a Party, like the North American Electric Reliability Corporation, and any balancing area authority, regardless of whether its orders or decisions have the force of law.

“Governmental Requirements” shall mean all local, state and federal governmental laws, statutes, rules and regulations, building codes, ordinances (zoning or otherwise) and

permits which are, or will be, adopted, granted, amended, modified or supplemented and which govern, affect or relate to the use, development, zoning, improvement, operation or ownership of the Property, or any portion thereof.

“Grantor Assets” shall mean all assets and Improvements owned by Grantor individually, and not as a tenant in common, located on the Property which were not included in the Purchased Assets.

“Improvements” shall mean all structures, improvements, facilities, systems, fixtures and equipment of any kind now or hereafter located on the Property, whether above or below the land surface, whether real or personal property, and whether permanent or temporary, including without limitation, all buildings, sheds, energy plants, tanks, pipelines (including meters, connections, valves and other associated equipment), cables, wires, conduits, cable trays, trenches, mains, lines, ducts, fences, towers, antennae, tunnels, driveways, streets, alleys, paved parking areas, pathways, screening walls, awnings, retaining walls, plantings, shrubs and other landscaping, irrigation and drainage pipes and facilities, lighting fixtures and signs.

“Party” or “Parties” shall individually or collectively, as the case may be, mean Grantor and its successors and assigns, or Grantee and its successors and assigns.

“Party’s Property” means the assets and property owned by that Party located at the Property.

“Permittees” shall mean: the Party, its owners and managers, and their respective directors, managers, officers, employees and agents, contractors, and invitees; provided, however, that a Party shall not be included in the definition of a “Permittee” of the other Party under this Agreement.

“Person” shall mean any individual, partnership, corporation, limited liability company, trust, estate or other legal entity.

2. Grant of Easements.

2.1. Access and Use Easement for the Property. Grantor grants to Grantee in perpetuity and at no charge, a non-exclusive easement, in, on, over, under, across and through the Property for the purpose of permitting Grantee (and its Permittees) to access the Property (including the Leased Area) and for the access and use of the Facilities located at or on the Property. This easement shall permit Grantee to own, operate, maintain, repair, replace, improve, remove and remediate the Purchased Assets at, on, under or over the Leased Area, and to exercise and enjoy Grantee's rights relating to those assets, and any purpose incidental thereto, as well as to permit it to exercise all rights and duties set forth in any Applicable Agreement. Grantor shall provide Grantee with all required utility services (including without limitation electricity, water, sewer, communication, and natural gas) (collectively, "Utilities") necessary or appropriate for the operation of the Purchased Assets in the manner in which they have historically been operated, and if Grantor does not provide those services, Grantee may arrange for the provision thereof by others. Grantee shall be provided with access to all locked or password protected areas of the Property (including equipment monitoring or regulating any of the Equipment) necessary or appropriate to permit the use and enjoyment of the easement rights granted and the Purchased Assets. Grantor shall provide Grantee with keys, cardkeys, passcodes or other applicable devices to permit that access at all times to the Leased Area and the Facilities, all at no additional cost to Grantee. This easement shall include rights to temporary use of the Property for the construction and maintenance of the Purchased Assets.

2.2. Use of Property and Facilities. The easement granted herein may be utilized in any lawful manner which is within the stated purposes noted herein, and all activities and purposes reasonably-related thereto; provided, however, that Grantee's use of the easement granted herein and Grantor's use of the Property and Improvements shall be further subject to the following:

- (i) neither Party nor its Permittees shall use the rights pursuant to this Easement or the Party's Property in a manner that unreasonably interferes with the use of the other Party's Property or rights provided pursuant to any Applicable Agreement;
- (ii) neither Party nor its Permittees shall use the rights pursuant to this Easement or Party's Property in a manner that unreasonably interferes with the use of or damages the other Party's Property;
- (iii) neither Party nor its Permittees shall use the rights pursuant to this Easement or the Party's Property in a manner or for a purpose which causes the other Party or any of the other Party's Property to be in violation of, or in noncompliance with, any Governmental Requirements;
- (iv) neither Party nor its Permittees shall use the rights pursuant to this Easement or easements granted to such Party herein in a manner which constitutes or produces a nuisance or disturbance to the other Party's Property other than noises, vibrations, odors, dust, emissions and electro-

magnetic interferences or disturbances and the like which are lawfully and customarily incidental to the transmission of electrical energy or other uses currently existing at the Power Station as of the date of this Agreement and as it may change hereafter in the ordinary course of its operations; **and**

- (v) neither Party nor its Permittees shall construct Improvements or undertake any actions on the Property or alter any of the Equipment in a manner that interferes with the use or operation of the other Party's Property without the prior written consent of that other Party.

3. Maintenance and Repair. Any and all Equipment which are used in connection with an easement granted hereunder shall be used, operated, maintained, repaired, altered, improved, replaced and/or removed in accordance with the O&M Agreement for so long as it remains in effect. Thereafter, Grantor and Grantee shall each have the right to use the Equipment in compliance with the provisions of Section 2.2 unless they otherwise agree.

4. Relocation of Easements. At the request of either Party, the areas burdened by the easement granted herein shall be subject to relocation upon the consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. The cost of the relocation shall be determined as set forth in the O&M Agreement, which provisions shall continue to apply even after its termination unless the Parties otherwise agree.

5. Defaults/Enforcement

5.1. Defaults. A Party shall be in default under this Agreement if the Party: (a) fails to pay amounts due hereunder (other than disputed payments) and the failure is not cured within thirty (30) days after the Party has received notice of the default pursuant to Section 10.2; or (b) defaults on any other material obligation under this Agreement after notice provided pursuant to Section 10.2 by the other Party, provided, the Party shall have up to sixty (60) days after the notice is given to cure the default or make substantial progress (in the reasonable opinion of the other Party) towards curing the default (but in no event shall the cure period exceed one hundred (100) days).

5.2 Remedies. In the event of a default by a Party, the non-defaulting Party (or its Permittees as directed by and on behalf of the non-defaulting Party), shall have the following remedies (but without obligation), exercisable only after due inquiry that a default has occurred and is continuing:

A. In its sole and absolute discretion, to cure the default of the defaulting Party by making or tendering the required payment or performance and permitting the defaulting Party's continued exercise of its other rights under this Agreement, provided that any amounts paid by the non-defaulting Party shall be treated as a demand loan to the defaulting Party, which loan shall accrue interest

until repaid in full at the rate of interest per annum equal to the lesser of (i) five percent (5.0%) above the prime rate which is the rate reported in the “Money Rates” section of *The Wall Street Journal* or (ii) the maximum rate of interest permitted by applicable law (“Default Interest Rate”);

B. To seek monetary damages and/or bring an action to specifically enforce the provisions of this Agreement; or

C. To exercise (or appoint any of its Permittees to exercise on its behalf) any and all other rights and remedies which the non-defaulting Party might otherwise have at law or in equity, except as provided below.

Under no circumstances shall termination of this Agreement or blocking the access to and use of the Property as noted herein be available to the non-defaulting Party as a remedy for the breach or default of a defaulting Party. The Parties agree that other than specific performance, the remedies of the Parties are limited to monetary damages. Except as noted above, all of the foregoing remedies are cumulative and non-exclusive, and the exercise of any one remedy at any one time shall not constitute the waiver of any other remedy at a later or different time; provided, however, that all available remedies shall be subject to the limitations on liability provided for pursuant to any Applicable Agreements.

5.3. Reimbursement of Expenses to Cure; Lien. If any Party elects to cure an event of default of another Party, the defaulting Party will reimburse the curing Party upon demand for its expenses incurred in rendering the cure, plus interest at the Default Interest Rate.

5.4 No Waiver. The failure of any aggrieved Party to enforce any covenant, condition, restriction or provision herein contained shall in no event be deemed to be a waiver of the right thereafter to do so, nor of the right to enforce any other covenant, condition, restriction or provision set forth in this Agreement. A Party shall be considered to have waived any rights hereunder only if the waiver shall be in writing and signed by the waiving Party.

5.5 Force Majeure. Except for the obligations of either Party to make payments of amounts then due hereunder to the other Party, obligations of either Party shall be excused from performance and shall not be considered to be in default in respect to any obligation hereunder to the extent the failure of performance shall be due to a Force Majeure Event, but only to the minimum extent that performance is actually prevented by the Force Majeure Event. A Party shall give notice of delay due to a Force Majeure Event to the other Party promptly upon obtaining actual knowledge of the occurrence of the event with respect to which the Party intends to claim a permitted delay hereunder.

6. Termination. Unless Grantee otherwise expressly agrees in writing, this Easement shall continue so long as and shall not terminate so long as any of the Purchased Assets exist on the Property, including any replacements of or additions to those Purchased Assets, and for so long as any of the Applicable Agreements remain in

effect, whichever is longer. If the Lease is terminated without a replacement lease being entered into between the Parties, and Grantee has not agreed that this Easement shall terminate, Grantee shall continue to have a continuing non-revocable, permanent license and easement to access and occupy the Property and Leased Area as provided herein. If Grantee has approved a termination of this Easement, Grantee shall record in the public records of Erie County, Ohio, a notice of termination of this Easement within sixty (60) days of the termination date.

7. Arbitration; Governing Law; Waiver of Jury Trial. This Easement shall be governed by the laws of the State of Ohio, without regard to its conflict of laws principles. EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS WHICH IT MAY HAVE TO A JURY TRIAL WITH RESPECT TO ANY SUIT, LEGAL ACTION OR PROCEEDING BROUGHT BY OR AGAINST IT OR ANY OF ITS AFFILIATES RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

8. Run with Property. Each and all of the easements, covenants, conditions and restrictions set forth in this Agreement shall run with and bind the Property. All covenants, conditions and restrictions set forth in this Agreement shall be equitable servitudes. All of the easements, covenants, conditions and restrictions set forth in this Agreement shall benefit and be binding upon each Party and their respective heirs, successors and assigns and shall create reciprocal rights and obligations, and privity of contract and estate between and among, the Parties and their respective heirs, successors and assigns. No Permittee of a Party shall acquire any rights of a Party hereunder, except to the extent the Party's rights are expressly assigned to the Permittee and the Permittee expressly assumes in writing the obligations, duties and liabilities of the Party under this Agreement accruing from and after the date of assignment. In no event shall the consent or approval of any Permittee be required in connection with, or as a condition to, any amendment, modification or termination of this Agreement.

9. Miscellaneous Provisions.

9.1 Constructive Notice and Acceptance. Every Person who now or hereafter owns or acquires any right, title or interest in or to any portion of the Property is and shall be conclusively deemed to have consented and agreed to every covenant, condition, restriction and provision contained in this Agreement, whether or not any reference to this Agreement is contained in the instrument by which the Person acquired an interest in the Property.

9.2 Notices. Any notice required or authorized to be given hereunder or any other communications between the Parties shall be in writing (unless otherwise expressly provided) and shall be served personally, by reputable express courier service (such as Federal Express) for next business day delivery, or by facsimile transmission, and in any such case, addressed to the relevant Party at the address stated below (as such address may be updated pursuant hereto). Any notice given personally shall be deemed to have been served on delivery, any notice given by express courier service shall be deemed to have been served one (1) business day after the same shall have been delivered to the relevant courier, and any notice so given by facsimile or e-mail transmission shall be deemed to have been served upon successful dispatch if sent before 5:00 p.m. on a business day, or on the next business day if sent thereafter. As proof of service it shall be sufficient to produce, as applicable, a receipt showing personal service, the receipt of a reputable courier company showing the correct address of the addressee, or an activity report of the sender's facsimile machine or computer, certified by the sender to be true, complete, and correct and showing the correct facsimile number or e-mail address, as applicable, of the Party on whom notice is served, the correct number of pages transmitted and the date of dispatch, and a status report indicating a successful transmission.

The Parties' addresses for service are as follows, although each Party may change its address for service by written notice to the other Parties given as provided in this Section 9.2:

If to Grantor:

City of Huron, Ohio
417 Main Street
Huron, OH 44839
Attn: Mayor
Phone: (419) 433-5000
Fax: (419) 433-5120
E-Mail: sarturo@cityofhuron.org

with a copy to:

City of Huron, Ohio
417 Main Street
Huron, OH 44839
Attn: Law Director
Phone: (216) 619-7850
Fax: (216) 916-2430
bchojnacki@walterhav.com

Grantee: AMP Transmission, LLC
1111 Schrock Road, Suite 100
Columbus, OH 43229
Attn: Pamala M. Sullivan
Phone: 614-540-0971
E-Mail: psullivan@amppartners.org

with a copy to: AMP Transmission, LLC
1111 Schrock Road, Suite 100
Columbus, OH 43229
Attn: Lisa G. McAlister
Phone: 614-540-1111
Fax: 614-540-6397
E-Mail: lmcaster@amppartners.org

9.3 Headings. Section headings used in this Agreement are inserted for convenience only and are not intended to be a part hereof or in any way to define, limit or describe the scope and intent of the particular provisions to which they refer.

9.4 Effect of Invalidation. Each covenant, condition and restriction of this Agreement is intended to be, and shall be construed as, independent and severable from each other covenant, condition and restriction. If any covenant, condition or restriction of this Agreement is held to be invalid by any court, the invalidity of the covenant, condition or restriction shall not affect the validity of the remaining covenants, conditions and restrictions hereof.

9.5 Estoppels. Within twenty (20) days following a request in writing by a Party, the other Party shall execute and deliver to any prospective purchaser or other lender to the requesting Party an estoppel certificate confirming that (i) this Agreement is in full force and effect, and has not been modified or amended (or stating any modifications or amendments), and (ii) to the knowledge of the certifying Party, there are no existing uncured defaults by any Party under this Agreement (or if any default exists, a description of the default).

9.6 Amendments. Any amendments or modifications of this Agreement shall be made only in a writing executed by all Parties.

9.7 Construction. The language in all parts of this Agreement shall in all cases be construed as a whole and in accordance with its fair meaning, and shall not be construed strictly for or against any of the Parties.

9.8 Exhibits. All exhibits attached to this Agreement are incorporated herein by this reference.

9.9 Third Party Beneficiaries. Except as otherwise expressly set forth herein, this Agreement is not intended to benefit any third party.

9.10 Further Assurances. Each Party agrees that it will, at any time and from time to time, upon the written request of the other Party, execute and deliver further documents (in recordable form, if appropriate under the circumstances) and do further acts and things, as the requesting Party may reasonably request to effect the purposes of this Agreement.

9.11 Entire Agreement. This Easement sets forth the entire agreement of the Parties and supersedes all prior agreements related to its subject matter, provided, however, that nothing in this Agreement shall affect the terms of any of the Applicable Agreements.

9.12 No Partnership. The Parties are independent of each other and no partnership, joint venture, association or principal and agency relationship between the Parties is created hereby.

IN WITNESS THEREOF, the Parties have entered into this Agreement as of the date first set forth above.

THE CITY OF HURON, OHIO,
an Ohio municipal corporation

By: _____
Its: _____

AMP TRANSMISSION, LLC,
an Ohio non-profit corporation

By: _____
Its: _____

This instrument prepared by, and when recorded return to:

STATE OF OHIO }
 }
 } ss.
COUNTY OF _____ }

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by _____, the _____ of the City of Huron, Ohio, an Ohio municipal corporation, on its behalf.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Notary Seal:

Notary Public Signature

STATE OF OHIO }
 }
 } ss.
COUNTY OF _____ }

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by _____, the _____ of AMP Transmission, LLC, an Ohio non-profit limited liability company, on its behalf.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Notary Seal:

Notary Public Signature

EASEMENT EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

That certain real property situated in the State of Ohio, County of Erie, more particularly described as follows:

Per Title Commitment No. E-28101SC Issued by First American Title Insurance Co. with an effective date of September 1, 2017 at 7:30 a.m.

Situated in the City of Huron, County of Erie and State of Ohio:

Being that part of Original Lot Number Twenty-two (22), Section Number Two (2), formerly in the Township of Huron, now in the City of Huron, as follows:

Beginning at a point in the centerline of Rye Beach Road, the same being the west line of Lot Number 22, North 1 degree 15 minutes west, 1591.26 feet from its intersection with the centerline of Bogart Road; thence South 88 degrees 37 minutes east, along the southerly line of lands now or formerly owned by Ada Croll, 704.40 feet to a point; thence South 1 degree 15 minutes east 325.00 feet to a point; thence North 88 degrees 37 minutes west, 704.40 feet to the centerline of Rye Beach Road; thence North 1 degree 15 minutes west, along said centerline, 325.00 feet to the place of beginning and containing 5.25 acres, more or less, but subject, however, to all legal highways.

ALTA/NSPS Land Title Survey

The City of Huron

Based on Title Commitment No. E-28101SC
of First American Title Insurance Company
Effective Date: September 1, 2017 at 7:30 A.M.

Surveyor's Certification

To : First American Title Insurance Company, James R. Hoffman, Bishop of Toledo, Ohio,
and The City of Huron

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 8, 11, 13, 16, and 19 of Table A thereof. The field work was completed on August, 2017.



9/21/2017

Registered Surveyor: John J. Raab
Registered Land Surveyor No.: 7863
In the State of: Ohio
Date of Survey: August, 2017
Date Printed: September 21, 2017

OHM[®]

ARCHITECTS ENGINEERS PLANNERS

580 N. Fourth St.
Suite 630
Columbus, Ohio
43215
OHM-ADVISORS.COM

SHEET

1
OF 1

Schedule B Section II Title Exceptions Notes

Schedule B Item from Title Commitment No. 0-283930 issued by First American Title Insurance Company with an effective date of September 1, 2015. Items 1-10, and 11-17 are not being noted.

18 Right of Way to Columbus Gas of Ohio, Inc. filed for record September 8, 1987 and recorded in Volume 238 of Page 173, Dea County, Ohio Deed Records, is located on subject parcel, as shown herein.

Utility Notes

1. The utilities shown herein have been located from field survey information and existing drawings. The surveyor makes no guarantee that the utilities shown coincide with actual utilities in the area, either in position or abundance. The surveyor further does not warrant that the utilities shown are in the exact location indicated although he does verify that they are located in accordance with available information.

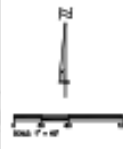
Flood Note

By graphic shading only, this property is in Zone X (areas determined to be outside of the 1% annual chance floodplain) of the Flood Insurance Rate Map, Ohio County Community No. 280702, City of Ketter Community No. 281704, and also No. 280402146 which were in effect on the date of November 15, 2014 and is not in a Special Flood Hazard Area. No field sampling was performed to determine the zone and an elevation certificate may be needed to verify this information or apply for a variance from the Federal Emergency Management Agency.

Wayne J. Krupke & Helen R. Krupke
 BS, 227 Page 421
 24.85 Acres



Location Map



Symbol Legend

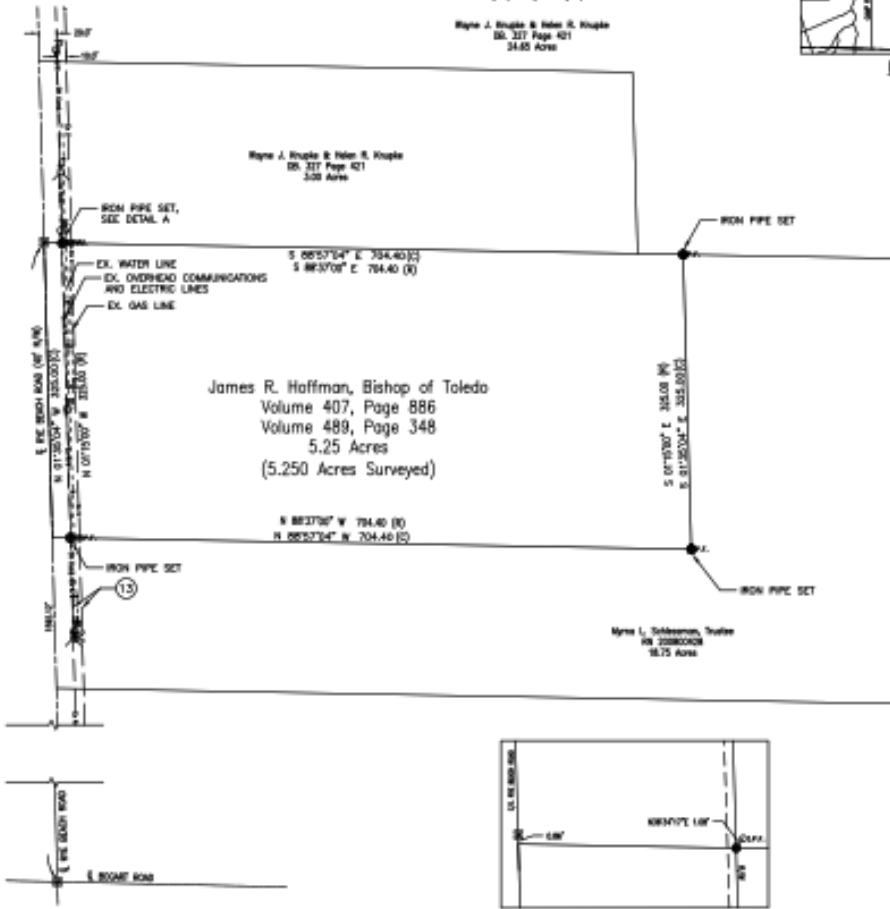
- 1/2" dia. iron pipe 24" dia. set with stake or stake top
- 1/2" dia. iron pipe
- 1/2" dia. iron pipe
- ⊞ 1/2" dia. iron pipe in concrete or masonry
- △ iron stake
- ⊕ iron stake
- ⊙ HYDROGRAPHIC POLE WITH CROSSBAR
- 10' diameter
- ⊙ 20' diameter

Notes:

1. There may be visible evidence of current earth moving or building construction of the site of survey.
2. Property is a vacant lot, no additional features observed.

Basis of Bearings:

Bearings are based on the Ohio State Plane Coordinate System, South Zone and North American Datum of 1983 (NAD 83), having the correction of True-Mean Time as being 8° 27' 27.50" W.



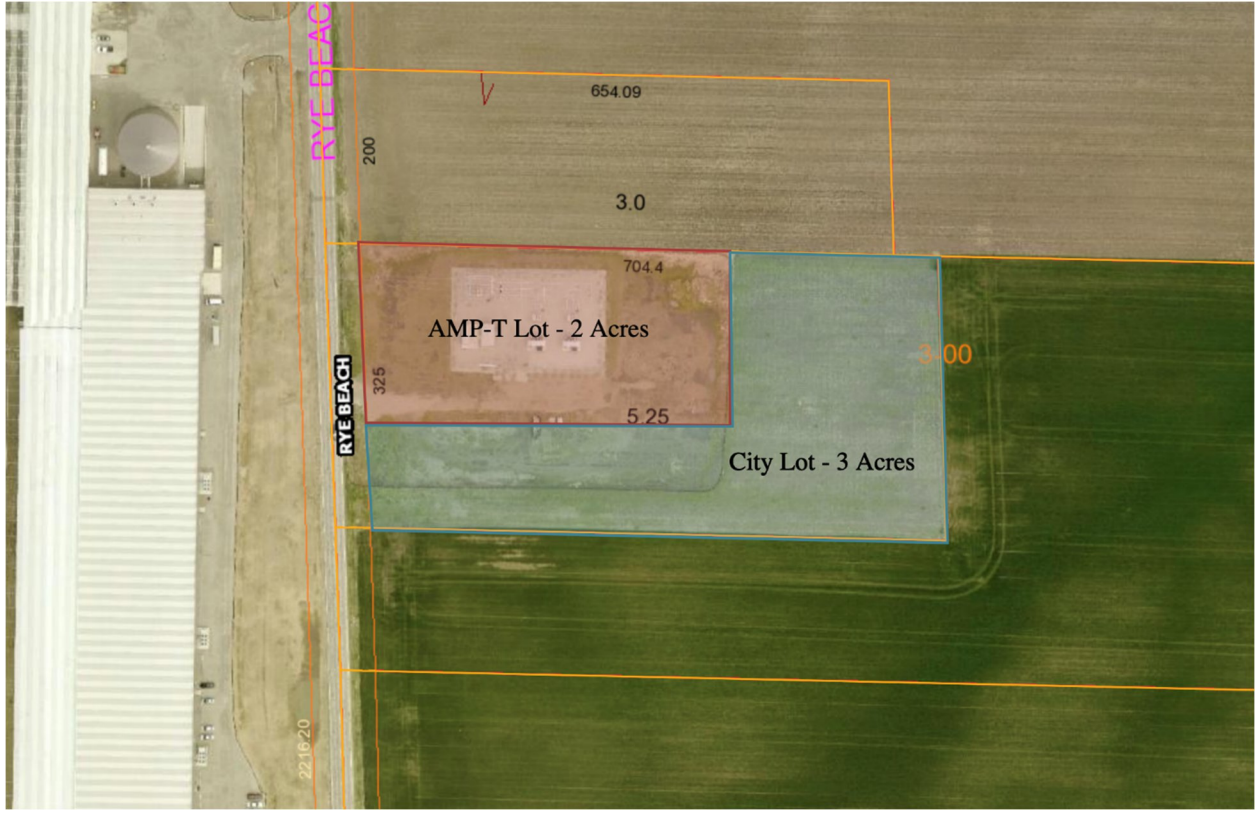


Exhibit D

Legal Description of Site

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To : First American Title Insurance Company, James R. Hoffman, Bishop of Toledo, Ohio,
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9/21/2017

Registered Surveyor: John J. Raab
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OHM[®]

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SHEET

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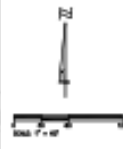
Utility Notes

1. The utilities shown herein have been located from field survey information and existing drawings. The surveyor makes no guarantee that the utilities shown coincide with all utilities in the area, either in position or abundance. The surveyor further does not warrant that the utilities shown are in the exact location indicated although he does verify that they are located in accordance with available records.

Flood Note

By graphic shading only, this property is in Zone X (areas determined to be outside of the 1% annual chance floodplain) of the Flood Insurance Rate Map, Ohio County Community No. 280702, City of Ketter Community No. 280704, and also No. 280402146 which were in effect on the date of November 15, 2014 and is not in a Special Flood Hazard Area. No field sampling was performed to determine this zone and an elevation certificate may be needed to verify this determination or apply for a variance from the Federal Emergency Management Agency.

Wayne J. Krupke & Helen R. Krupke
 BS, ZET Page 421
 34.85 Acres



Location Map

Symbol Legend

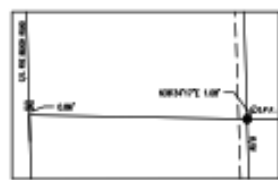
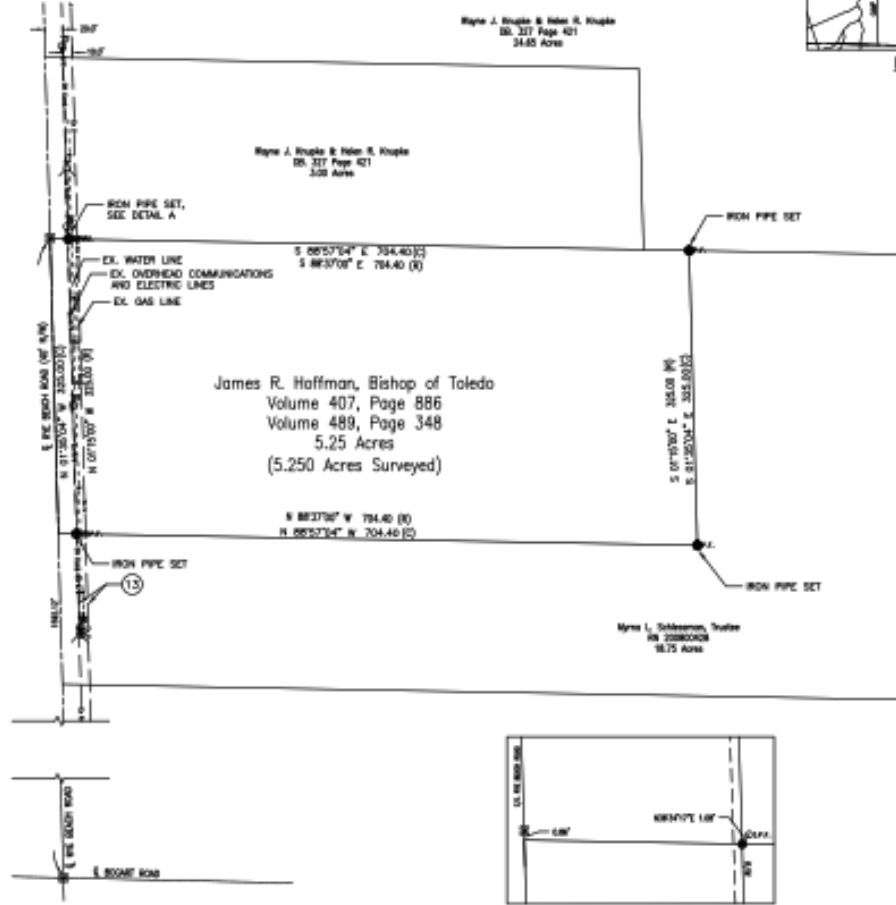
- 1/2" dia. iron pipe 12" dia. set with stake or ground nail
- 1/2" dia. iron pipe
- 1/2" dia. iron pipe
- ⊞ 1/2" dia. iron pipe in concrete or masonry
- △ iron stake
- ⊕ iron stake
- ⊗ HYDROGRAPHIC POLE WITH CROSSBAR
- 10' diameter
- ⊙ 20' diameter

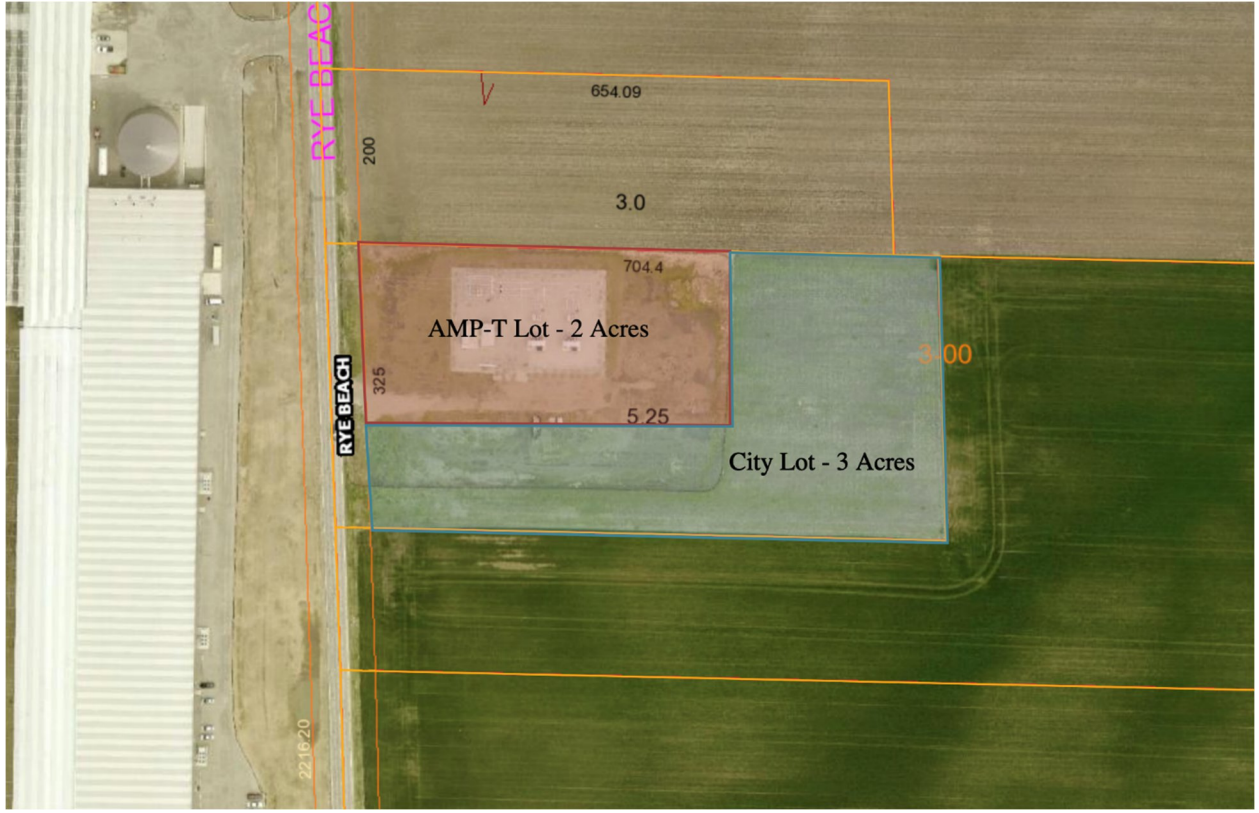
Notes:

1. There may be visible evidence of current earth moving or building construction of the site of survey.
2. Property is a vacant lot, no additional features observed.

Basis of Bearings:

Bearings are based on the Ohio State Plane Coordinate System, South Zone and North American Datum of 1983 (NAD 83), having the azimuth of Eye-Beam Road as being 87°27'30" E.







TO: Mayor Artino and City Council
FROM: Cory Swaisgood , Finance Director
RE: Ordinance No. 2020-22
DATE: September 8, 2020

Subject Matter/Background

This is an annual ordinance authorizing the tax levies for the City of Huron as determined by the Budget Commission of Erie County for the 2021 fiscal year.

Financial Review

A statutory requirement under the Ohio Revised Code, this ordinance authorizes 2021 tax levies for the City as determined by the Budget Commission and certifies them to the County Auditor. Please note the tax levies passed each year as part of the Tax Budget process utilize prior year tax valuations and levies per the Erie County Auditor. The actual property tax receipts for 2021 may vary depending on current property valuations.

Legal Review

The matter follows normal legislative procedure and is properly before you.

Recommendation

If the Council is in support of the request, a motion to adopt Ordinance No. 2020-22 as an emergency measure would be in order.

[Ordinance No. 2020-22.docx](#)

ORDINANCE NO. 2020-22

Introduced by Joel Hagy

AN ORDINANCE AUTHORIZING THE TAX LEVIES FOR THE CITY OF HURON FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2021 AS DETERMINED BY THE BUDGET COMMISSION AND CERTIFYING SAID LEVIES TO THE COUNTY AUDITOR AND DECLARING AN EMERGENCY.

WHEREAS, this Council, in accordance with the provisions of the law, previously adopted a tax budget for the fiscal year beginning January 1, 2021, and;

WHEREAS, the Budget Commission of Erie County, Ohio, has certified its action thereon to this Council together with the estimate by the County Auditor of the rate of tax that can be levied by this Council and what part thereof is within and what part without the ten-mill charter limitation.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

Section 1. That there be, and hereby is, levied on the tax duplicate of said City of Huron, County of Erie, for the fiscal year beginning January 1, 2021, the following sums and rates (as set forth in Exhibit "A" attached hereto and made a part hereof):

	<u>Amounts to be Derived</u>		<u>Estimate of Rate to be Levied</u>	
	Outside	Inside	Inside	Outside
	10 mill	10 Mill	10 Mill	10 Mill
	<u>Limitation</u>	<u>Limitation</u>	<u>Limitation</u>	<u>Limitation</u>
General Fund		\$313,567	1.40	
Police Pension		\$ 67,193	0.30	
Fire Pension		\$ 44,795	0.20	
Fire Levy	\$598,602			3.00

Section 2. That the Clerk of Council be, and she hereby is, directed to certify a copy of this Ordinance to the County Auditor of Erie County, Ohio.

Section 3. That this Council hereby finds and determines that all formal actions relative to the adoption of this Ordinance were taken in an open meeting of the Council and that all deliberations of this Council and of its committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. § 121.22

Section 4. That this Ordinance is hereby declared to be an emergency measure, necessary for the public health, safety and welfare and for the further reason that the funds to be derived from the tax levies hereby provided are necessary for the fiscal operation of the City for the year 2021, **WHEREFORE**, in accordance with 3.06 of the Charter of the City of Huron, Ohio, the ordinance shall be in full force and effect immediately following its adoption.

Sam Artino, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____



TO: Mayor Artino and City Council
FROM: Mike Spafford , Interim City Manager
RE: Ordinance No. 2020-23
DATE: September 8, 2020

Subject Matter/Background

The City of Huron and State of Ohio partnered to acquire the parcel known as the former ConAgra site in 2006. In that partnership, the State and the City worked to acquire grant dollars to remediate the site, deconstruct the vacant facility, and prepare the site for future development. In addition to those efforts, the State through ODNR constructed a public boat launch on the southern half of the property.

During the negotiations, the property lines were laid out in a way so that a portion of the boat launch was located on City property to allow the City to utilize the cost of that investment as its "in-kind" match for the revitalization grant. In addition, the State had considered utilizing the slip as the location for its boat launch, but later decided against it in favor of the river. The plan was to then swap the parcels upon completion of the demolition project.

In preparation for developing the site, the administration worked with ODNR to finalize a land swap agreement and create a new plat that accomplishes the following:

- Grants "Parcel B" to the State of Ohio
- Grants "Parcel A" to the City of Huron
- Dedicates the private access drive as public right-of-way (to be named later) which will provide frontage for the City's property
- Finalizes the lot combination, which was approved by Planning Commission, along with the new plat
- Creates a "Conservation Easement" along the western riverbank 50 ft. in width along the shore of the City's property for perpetual public access

This finalizes the land transfer. Once approved and executed, the documents will be recorded with Erie County and new parcel numbers issued.

Plat of Property Line Adjustments attached hereto as Exhibit "A"
Plat of Public Right of Way Easements attached hereto as Exhibit "B"

Financial Review

The matter has been reviewed and there are no costs associated with execution of the Agreement for Exchange of Land and Easement Agreement, other than recording fees to be incurred with the Erie County Auditor and Recorder.

Legal Review

This matter has been reviewed, follows normal legislative procedure and is properly before you.

Recommendation

If the Council is in support of the request, a motion to adopt Ordinance No. 2020-23 as an emergency measure is in order.

[Ordinance No. 2020-23 Plat of Property Line Adjustment.pdf](#)

[Ordinance No. 2020-23 Plat of Public Right of Way Easements.pdf](#)

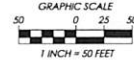
[Ordinance No. 2020-23.doc](#)

[Ordinance No. 2020-23 Exhibit 1.pdf](#)

[Ordinance No. 2020-23 Exhibit 2.pdf](#)

Plat of Property Line Adjustment

Situated in the City of Huron, County of Erie, and State of Ohio,
and further known as being part of Lot 31, Section 1, Original Huron Township,
Being Township Number 6 in the 22 Range
of Townships in the Connecticut Western Reserve
August, 2020 Scale 1"=50'



BOUNDARY CERTIFICATION:

I HEREBY CERTIFY THAT I HAVE SURVEYED THE PREMISES AND PREPARED THE ATTACHED PLAT IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 4733.37 OF THE OHIO ADMINISTRATIVE CODE AND THE DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF, ALL OF WHICH ARE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. IRON MONUMENTS OR PINS AS INDICATED WERE FOUND OR SET AS SHOWN HEREON. THE TERM CERTIFY AS USED IN THIS STATEMENT IS UNDERSTOOD TO BE THE PROFESSIONAL OPINION OF THE SURVEYOR WHICH IS FORMULATED ON HIS BEST KNOWLEDGE, INFORMATION AND BELIEF, AND AS SUCH, IT DOES NOT CONSTITUTE A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED. THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE AND IS SUBJECT TO ANY STATE OF FACTS REVEALED BY AN EXAMINATION OF THE SAME. BEARINGS REFER TO THE OHIO STATE PLANE, COORDINATE SYSTEM OF 1983 - NORTH ZONE - 1983 ADJUSTMENT. ALL IRON PINS SET ARE 5/8" X 30" LONG REBAR WITH A PLASTIC CAP STAMPED "POLARIS" AS SHOWN HEREON (@).

Richard A. Thompson, Jr.
RICHARD A. THOMPSON, JR.
OHIO PROFESSIONAL SURVEYOR #7388
DATE: 08/17/20



CURVE	CURVE TABLE				
	LENGTH	RADIUS	DELTA	CHORD	TANGENT
C1	143.45'	230.00'	35°44'10"	141.14'	54°37'43"E 74.14'
C2	185.05'	430.00'	24°39'24"	183.42'	N67°38'00"W 93.98'

SLIP NO. 2

Norfolk & Southern
Railway Company
Vol. 547, Pg. 371
P.P.N.: 42-90077.000

State of Ohio Department
of Natural Resources
RN 2006-08925 & 2006-08926
P.P.N.: 42-61270.000

AREA TABULATION:
8.1340 ACRES THE OHIO DEPARTMENT OF NATURAL RESOURCES P.P.N. 42-61270.00
0.7210 ACRES TO THE CITY OF HURON (PARCEL "A")
0.8447 ACRES FROM THE CITY OF HURON (PARCEL "B")
8.2577 ACRES NEW TOTAL

AREA TABULATION:
11.4163 ACRES: CITY OF HURON P.P.N. 42-61270.001
0.7210 ACRES FROM THE OHIO DEPARTMENT OF NATURAL RESOURCES (PARCEL "A")
0.8447 ACRES TO THE OHIO DEPARTMENT OF NATURAL RESOURCES (PARCEL "B")
11.2926 ACRES NEW TOTAL

City of Huron
RN 2007-11763
P.P.N.: 42-61270.001

SURVEY LEGEND

- ☐ MONUMENT NOT ASSEMBLY FOUND - SEE SURVEY FOR DETAILS
- STAKE FOUND - SEE SURVEY FOR DETAILS
- IRON PIPE FOUND - SEE SURVEY FOR DETAILS
- IRON PIN FOUND - SEE SURVEY FOR DETAILS

BEARINGS REFER TO THE OHIO STATE PLANE COORDINATE SYSTEM OF 1983 - NORTH ZONE (1984 ADJUSTMENT)

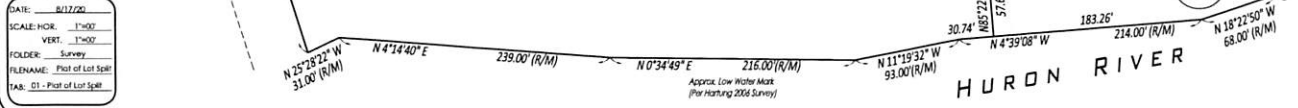
● = 5/8 X 30 INCH IRON PIN TO BE SET W/ I.D. CAP STAMPED "POLARIS S-7087" UNLESS OTHERWISE NOTED

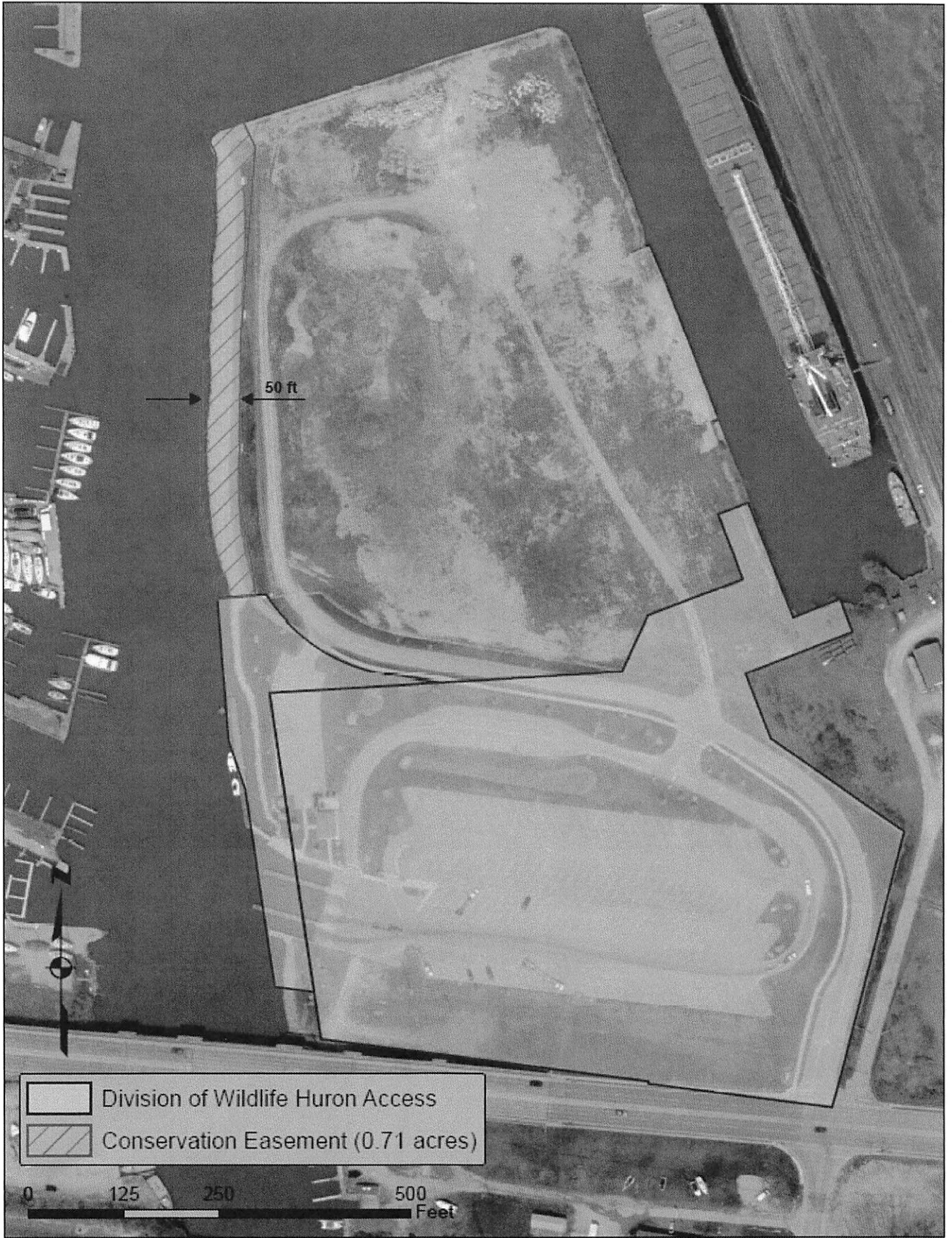
DATE: 8/17/20
SCALE: HOR. 1"=50'
VERT. 1"=40'
FOLDER: Survey
FILENAME: Plat of Lot Split
TAB: C1 - Plat of Lot Split



POLARIS ENGINEERING and SURVEYING, INC.
34600 CHARDON ROAD - SUITE D
WILLOUGHBY HILLS, OHIO 44094
(440) 944-4633 (440) 944-3722 (Fax)
www.polaris-es.com

CONTRACT NO.	
17228	
SHEET	OF
01	01





- Division of Wildlife Huron Access
- Conservation Easement (0.71 acres)

0 125 250 500 Feet

ORDINANCE NO. 2020-23

Introduced by: Monty Tapp

AN ORDINANCE AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AN AGREEMENT FOR EXCHANGE OF LAND WITH THE STATE OF OHIO, DEPARTMENT OF NATURAL RESOURCES TO PERMIT THE EXCHANGE OF APPROXIMATELY 0.8447 ACRES OF CITY-OWNED LAND FOR APPROXIMATELY 0.7210 ACRES OF LAND OWNED BY THE STATE OF OHIO, DEPARTMENT OF NATURAL RESOURCES, AND AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AND GRANT A CONSERVATION EASEMENT TO THE STATE OF OHIO, DEPARTMENT OF NATURAL RESOURCES ON APPROXIMATELY 0.71 ACRES OF CITY-OWNED LAND; AND DECLARING AN EMERGENCY

WHEREAS, the State of Ohio, Department of Natural Resources (“State”) has agreed to exchange, give and grant over unto the City the State’s equity and interest in certain premises located at the Huron Fishing Access area consisting of approximately 0.7210 of an acre of land; and

WHEREAS, the City of Huron (“City”) has agreed to exchange, give and grant over unto the State the City’s equity and interest in certain premises, located at the Huron Fishing Access area, consisting of approximately 0.8447 of an acre of land; and

WHEREAS, the City does hereby agree to also give and grant to the State, as a condition of the aforementioned exchange, a conservation and public access easement on the City’s property along the shoreline of the Huron River, over an area consisting of approximately 0.71 of an acre of land; and

WHEREAS, as part of this exchange but as a separate undertaking, the City of Huron will later permit the dedication of a public right of way easement over an area of City of Huron-owned land consisting of approximately 0.48 acres; and

WHEREAS, as part of this exchange but as a separate undertaking, the City of Huron will later permit the dedication of a public right of way easement over an area of State-owned land consisting of approximately 1.12 acres; and

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

SECTION 1. That this Council hereby approves the Agreement for Exchange of Land substantially pursuant to the terms and conditions contained in same, a copy of which is on file in the office of the Clerk of Council and attached to this Ordinance as Exhibit “1.”

SECTION 2. That this Council hereby approves the Conservation Easement (styled, “Easement”) substantially pursuant to the terms and conditions contained in same, a copy of which is on file in the office of the Clerk of Council and attached to this Ordinance as Exhibit “2.”

SECTION 3. That, if any section, phrase, sentence or portion of this Ordinance is, for any reason, held invalid or unconstitutional by a Court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

SECTION 4. That this Council finds and determines that all formal actions of this Council concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council and that all deliberations of this Council and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law, including ORC Sec. 121.22.

SECTION 5. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the health, safety and general welfare of the citizens of Huron and for the further reason that it is necessary to enhance the economic development of the City by allowing work on the project described herein to commence without delay; **wherefore**, this Ordinance shall be in full force and effect from and immediately after its adoption.

Sam Artino, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

AGREEMENT FOR EXCHANGE OF LAND

This **AGREEMENT** for the Exchange of Land ("Agreement") is made and entered into by and between the State of Ohio, Department of Natural Resources, acting by and through the Director of the Department of Natural Resources pursuant to Section 1501.01 of the Ohio Revised Code, hereinafter known as "the State," and the City of Huron, hereinafter known as "the City."

WITNESSETH,

WHEREAS, the State does hereby agree to exchange, give and grant over unto the City the State's equity and interest in certain premises located at the Huron Fishing Access area consisting of 0.7210 of an acre of land, more or less, as described in the attached Exhibit "A"; and

WHEREAS, the City does hereby agree to exchange, give and grant over unto the State the City's equity and interest in certain premises, located at the Huron Fishing Access area consisting of 0.8447 of an acre of land, more or less, as described in the attached Exhibit "B"; and

WHEREAS, the City does hereby agree to also give and grant to the State, as a condition of this exchange, a conservation and public access easement on the City's property along the shoreline of the Huron River, over an area consisting of 0.71 of an acre of land, more or less in the form and as described in the attached Exhibit "C"; and

WHEREAS, as part of this exchange, the City of Huron will permit dedication of a public right of way easement over an area of City of Huron-owned land consisting of 0.48 acres, more or less, as more particularly described in the attached Exhibit "D"; and

WHEREAS, as part of this exchange, the City of Huron will permit dedication of a public right of way easement over an area of State-owned land consisting of 1.12 acres, more or less, as more particularly described in the attached Exhibit "E"; and

WHEREAS, it is the intention of the parties that said exchange of land and interests therein, at the conclusion of all exchanges and dedications contemplated herein, will reflect the pattern of exchanges approximately described in the attached Exhibit "F"; and

WHEREAS, both parties by acknowledgment are mutually desirous of the above exchange and conveyance unto each other of said lands and premises, as described in attached Exhibit "A", Exhibit "B", Exhibit "C", Exhibit "D" and Exhibit "E"; and

WHEREAS, the Director of the Ohio Department of Natural Resources, State of Ohio, has deemed the above exchange beneficial to the citizens of the State of Ohio; and

WHEREAS, this exchange is in the public interest and advantageous to the management of the Huron Fishing Access area named above;

NOW THEREFORE, IN CONSIDERATION OF the above exchange and mutual conveyance of said lands as described above in attached Exhibit "A" and Exhibit "B", the parties hereto agree unto each other to give good and sufficient deeds and clear title, including mineral rights, to said premises. The parties acknowledge that the lands to be conveyed are of like kind and equal value. The City shall, at closing, tender to the State a general warranty deed for the premises described in attached Exhibit "B" and record in the Erie County records a declaration of easement in a form attached as Exhibit "C". The State shall tender to the City a Governor's Deed for the premises described in attached Exhibit "A". Following closing, the City and State, respectively, shall promptly take all necessary and appropriate actions to dedicate public rights of way over those areas described in Exhibits "D" and "E" and cooperate with one another in those processes.

The parties also hereby agree as follows:

1. The City hereby agrees to pay all taxes and assessments on the property described in the attached Exhibits B and C, if any, to the date of closing. Also, each party agrees to pay its own conveyance, transfer and recording expenses.

2. The City affirms that, as applicable to it, no party listed in Division (I) or (J) of R. C. Section 3517.13 of the Ohio Revised Code or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor or to his campaign committees.

3. Obligations of the State are subject to the provisions of Section 126.07 of the Ohio Revised Code.

4. This Agreement comprises the entire agreement between the parties, and supersedes and replaces all oral and written representations, agreements, memoranda and correspondence between, by or for the parties relating to its subject matter, and shall be construed in accordance with and governed by the laws of Ohio. No amendment or modification of this Agreement shall be binding unless made by written instrument of equal formality signed by both parties. Waiver by either party of performance by the other party of any of the provisions of the Agreement shall not be construed as a waiver of any further right to insist upon full performance of the terms hereof.

5. In the event that any one or more of the provisions, sections, words, clauses, phrases or sentences contained in this Agreement, or the application thereof in any circumstance is held invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision, section, word, clause, phrase or sentence in every other respect and of the remaining provisions, sections, words, clauses, phrases or sentences of this Agreement, shall not be in any way impaired, it being the intention of the parties that this Agreement shall be enforceable to the fullest extent permitted by law.

6. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. This Agreement may be executed in any number of counterparts, each of which is considered an original. This Agreement may be executed by each party upon a separate copy and attached to another copy in order to form one or more counterparts.

8. This Agreement shall not be assignable by either party without prior written consent of the other party.

[SIGNATURE PAGES FOLLOW]

IN TESTIMONY WHEREOF, both said parties have hereunto set their names on this ____ day of _____, 2020.

FOR THE CITY OF HURON:

Michael Spafford, Interim City Manager
City of Huron

Approved as to form:

Todd A. Schrader, Law Director

STATE OF OHIO
COUNTY OF _____.

Before me a notary public in and for the County and State personally appeared the above named _____ who acknowledge that he did sign the foregoing instrument, and that the same is his free act and deed.

In Testimony whereof I have hereunto set my hand and official seal at _____, Ohio, this ____ day of _____, 2020.

Notary
My Commission Expires: _____

FOR THE STATE OF OHIO:

Date

Date

Kendra S. Wecker, Chief
Division of Wildlife

Mary Mertz, Director
Department of Natural Resources

STATE OF OHIO
COUNTY OF _____.

Before me a notary public in and for the County and State personally appeared the above named Mary Mertz, who acknowledge that she did sign the foregoing instrument, and that the same is his free act and deed.

In Testimony whereof I have hereunto set my hand and official seal at _____,
Ohio, this ____ day of _____, 2020.

Notary
My Commission Expires: _____

APPROVED:

Date

Dave Yost
Attorney General of Ohio

This instrument prepared by the Office of Ohio Attorney General Dave Yost.

Exhibit "A"

0.7210 OF AN ACRE

SITUATED IN THE CITY OF HURON, COUNTY OF ERIE, AND STATE OF OHIO, AND FURTHER KNOWN AS BEING PART OF LOT 31, SECTION 1, ORIGINAL HURON TOWNSHIP, BEING TOWNSHIP NUMBER 6 IN THE 22 RANGE OF TOWNSHIPS IN THE CONNECTICUT WESTERN RESERVE;

BEGINNING AT A RAILROAD SPIKE FOUND IN THE CENTERLINE INTERSECTION OF RIVER ROAD AND CLEVELAND ROAD EAST (WIDTH VARIES);

THENCE NORTH 15° 39'53" EAST, 88.84 FEET TO A ¾ INCH IRON PIPE FOUND IN THE NORTHERLY RIGHT-OF-WAY LINE OF SAID CLEVELAND ROAD EAST, ALSO BEING THE SOUTHWEST CORNER OF LAND DESCRIBED TO THE NORFOLK & SOUTHERN RAILWAY COMPANY, BY DEED RECORDED IN VOLUME 547, PAGE 371 OF ERIE COUNTY RECORDS, PERMANENT PARCEL NUMBER 42-90077.000;

THENCE NORTH 14° 36'12" EAST, ALONG A WESTERLY LINE OF SAID NORFOLK & SOUTHERN RAILWAY COMPANY, PASSING THROUGH A 5/8 INCH IRON PIN FOUND AT 44.71 FEET, A TOTAL DISTANCE OF 306.85 FEET TO A 1/2 INCH IRON PIN FOUND (I.D. CAP "HARTUNG") AT AN ANGLE POINT THEREIN;

THENCE NORTH 55° 17'48" WEST, ALONG A WESTERLY LINE OF SAID NORFOLK & SOUTHERN RAILWAY COMPANY, 212.41 FEET TO A 5/8 INCH IRON PIN FOUND (I.D. CAP "PDG") AT AN ANGLE POINT THEREIN;

THENCE NORTH 21° 16'18" WEST, ALONG SAID NORFOLK & SOUTHERN RAILWAY COMPANY, 10.41 FEET TO AN IRON PIN SET AT THE PRINCIPAL PLACE OF BEGINNING;

COURSE 1 THENCE NORTH 55° 18'18" WEST, 22.03 FEET TO A IRON PIN SET AT THE POINT OF CURVATURE;

COURSE 2 THENCE 185.05 FEET, ALONG AN ARC OF A CURVE DEFLECTING TO THE LEFT, HAVING A RADIUS OF 430.00 FEET, A CENTRAL ANGLE OF 24° 39'24" AND A 183.62 FEET CHORD THAT BEARS NORTH 67° 38'00" WEST TO A PIN SET AT THE POINT OF TANGENCY;

THE FOLLOWING FOUR COURSES ARE ALONG LAND DESCRIBED TO STATE OF OHIO DEPARTMENT OF NATURAL RESOURCES, BY RECEPTION NUMBER 2006-08925 & 2006-08926, PERMANENT PARCEL NUMBER 42-61270.000;

COURSE 3 THENCE NORTH 25° 36'40" EAST, 74.28 FEET TO A POINT:

COURSE 4 THENCE NORTH 68° 59'03" EAST, 132.00 FEET TO A POINT: COURSE 5 THENCE NORTH 21° 16'18" WEST, 90.00 FEET TO A POINT;

COURSE 6 THENCE NORTH 68° 43'24" EAST, 43.00 FEET TO THE FACE OF AN EXISTING SHEET PILE WALL;

Exhibit "A" (continued)

COURSE 7 THENCE SOUTH 21° 16'18" EAST, ALONG THE FACE OF AN EXISTING SHEET PILE WALL,
160.57 FEET TO A 1/2 INCH IRON PIN FOUND (I.D. CAP "HARTUNG");

COURSE 8 THENCE NORTH 68° 43'42" EAST, ALONG SAID NORFOLK & SOUTHERN RAILWAY COMPANY, 66.00 FEET TO A 1/2 INCH IRON PIN FOUND (I.D. CAP "HARTUNG");

COURSE 9 THENCE SOUTH 21° 16'18" EAST, 45.00 FEET ALONG SAID NORFOLK & SOUTHERN RAILWAY COMPANY, TO A 1/2 INCH IRON PIN FOUND (I.D. CAP "HARTUNG");

COURSE 10 THENCE SOUTH 68° 43'42" WEST, ALONG SAID NORFOLK & SOUTHERN RAILWAY COMPANY, 150.00 FEET TO A PIN SET AT AN ANGLE POINT THEREIN;

COURSE 11 THENCE SOUTH 21° 16'18" EAST, ALONG SAID NORFOLK & SOUTHERN RAILWAY COMPANY, 79.59 FEET TO THE PRINCIPAL PLACE OF BEGINNING, SUBJECT TO ALL LEGAL HIGHWAYS AND EASEMENTS OF RECORD AND CONTAINING 0.7210 ACRES OF LAND AS CALCULATED AS DESCRIBED BASED ON A FIELD SURVEY PERFORMED IN JULY, 2020 BY RICHARD A. THOMPSON JR., OHIO REGISTERED PROFESSIONAL LAND SURVEYOR #7388 OF POLARIS ENGINEERING AND SURVEYING. BEARINGS REFER TO THE OHIO STATE COORDINATE SYSTEM OF 1983 - NORTH ZONE - 1986 ADJUSTMENT. ALL IRON PINS SET ARE 5/8 INCH DIAMETER BY 30-INCH-LONG REBAR WITH IDENTIFICATION CAPS STAMPED "POLARIS S-7087".

THE INTENT OF THIS DESCRIPTION IS TO DESCRIBE 0.7210 ACRES OUT OF LAND DESCRIBED TO THE STATE OF OHIO DEPARTMENT OF NATURAL RESOURCES, AS RECORDED IN RECEPTION NUMBER'S 2006-08925 & 2006-08926 OF ERIE COUNTY RECORDS, PERMANENT PARCEL NUMBER 42-61270.000 TO BE CONSOLIDATED WITH LAND DESCRIBED TO CITY OF HURON, AS RECORDED IN RECEPTION NUMBER 2007-11763 OF ERIE COUNTY RECORDS, PERMANENT PARCEL NUMBER 42- 61270.001.

RICHARD A. THOMPSON JR., OHIO REGISTERED PROFESSIONAL LAND SURVEYOR #7388 –
07/23/19

Exhibit "B"
0.8447 OF AN ACRE

SITUATED IN THE CITY OF HURON, COUNTY OF ERIE, AND STATE OF OHIO, AND FURTHER KNOWN AS BEING PART OF LOT 31, SECTION 1, ORIGINAL HURON TOWNSHIP, BEING TOWNSHIP NUMBER 6 IN THE 22 RANGE OF TOWNSHIPS IN THE CONNECTICUT WESTERN RESERVE;

BEGINNING AT A RAILROAD SPIKE FOUND IN THE CENTERLINE INTERSECTION OF RIVER ROAD AND CLEVELAND ROAD EAST (WIDTH VARIES);

THENCE NORTH $84^{\circ} 46'16''$ WEST, ALONG THE CENTERLINE OF SAID CLEVELAND ROAD EAST, 655.54 FEET TO A POINT;

THENCE NORTH $8^{\circ} 27'55''$ WEST, 114.57 FEET TO AN IRON PIN SET IN THE NORTHERLY RIGHT OF WAY LINE AND THE PRINCIPAL PLACE OF BEGINNING;

COURSE 1 THENCE NORTH $82^{\circ} 33'48''$ WEST, ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID CLEVELAND ROAD EAST, 51.99 FEET TO A PIN SET AT THE APPROX. LOW WATER MARK PER SURVEY PERFORMED BY HARTUNG & ASSOCIATES IN 2006 AND DEED RECORDED IN RECEPTION NUMBER 2007-11763 OF ERIE COUNTY RECORDS, PERMANENT PARCEL NUMBER 42-61270.001;

THE FOLLOWING THREE COURSES ARE ALONG SAID LOW WATER MARK;

COURSE 2 THENCE NORTH $8^{\circ} 27'55''$ WEST, 259.00 FEET TO AN ANGLE POINT THEREIN; COURSE 3 THENCE NORTH $18^{\circ} 22'50''$ WEST, 68.00 FEET TO AN ANGLE POINT THEREIN; COURSE 4 THENCE NORTH $4^{\circ} 39'08''$ WEST, 183.26 FEET TO AN ANGLE POINT THEREIN; COURSE 5 THENCE NORTH $85^{\circ} 22'44''$ EAST, 57.66 FEET TO AN IRON PIN SET;
COURSE 6 THENCE SOUTH $44^{\circ} 45'38''$ EAST, 50.59 FEET TO AN IRON PIN SET THENCE A POINT OF CURVATURE;

COURSE 7 THENCE 143.45 FEET, ALONG AN ARC OF A CURVE DEFLECTING TO THE LEFT, HAVING A RADIUS OF 230.00 FEET, A CENTRAL ANGLE OF $35^{\circ} 44'10''$ AND A 141.14 FEET CHORD THAT BEARS SOUTH $62^{\circ} 37'43''$ EAST TO AN IRON PIN SET AT THE POINT OF TANGENCY;

COURSE 8 THENCE SOUTH $80^{\circ} 29'48''$ EAST, 69.39 FEET TO AN IRON PIN SET;

COURSE 9 THENCE SOUTH $86^{\circ} 28'53''$ WEST, 219.19 FEET TO AN ANGLE POINT THEREIN;

COURSE 10 THENCE SOUTH $8^{\circ} 27'55''$ EAST, 393.30 FEET TO THE PRINCIPAL PLACE OF BEGINNING, SUBJECT TO ALL LEGAL HIGHWAYS AND EASEMENTS OF RECORD AND CONTAINING 0.8447 ACRES OF LAND AS CALCULATED AS DESCRIBED BASED ON A FIELD SURVEY PERFORMED IN JULY, 2020 BY RICHARD A. THOMPSON JR., OHIO REGISTERED PROFESSIONAL LAND SURVEYOR #7388 OF POLARIS ENGINEERING AND SURVEYING. BEARINGS REFER TO THE OHIO STATE COORDINATE SYSTEM OF 1983 - NORTH ZONE -1986 ADJUSTMENT. ALL IRON PINS SET ARE 5/8 INCH DIAMETER BY 30-INCH-LONG REBAR WITH IDENTIFICATION CAPS STAMPED "POLARIS S-7087".

Exhibit "B" (continued)

THE INTENT OF THIS DESCRIPTION IS TO DESCRIBE 0.8447 ACRES OUT OF LAND DESCRIBED TO THE CITY OF HURON, BY RECEPTION NUMBER 2007-11763 OF ERIE COUNTY RECORDS, PERMANENT PARCEL NUMBER 42-61270.001 AND CONSOLIDATION WITH LAND DESCRIBED TO STATE OF OHIO DEPARTMENT OF NATURAL RESOURCES, AS RECORDED IN RECEPTION NUMBER'S 2006-08925 & 2006-08926 OF ERIE COUNTY RECORDS, PERMANENT PARCEL NUMBER 42-61270.000.

RICHARD A. THOMPSON JR., OHIO REGISTERED PROFESSIONAL LAND SURVEYOR #7388 –
07/23/19

EXHIBIT "C"

BEGINNING AT A RAILROAD SPIKE FOUND IN THE CENTERLINE INTERSECTION OF RIVER ROAD AND CLEVELAND ROAD EAST (WIDTH VARIES);

THENCE NORTH 84° 46' 16" WEST, ALONG THE CENTERLINE OF SAID CLEVELAND ROAD EAST, 655.54 FEET TO A POINT;

THENCE NORTH 8° 27' 55" WEST, 114.57 FEET TO AN IRON PIN SET IN THE NORTHERLY RIGHT OF WAY LINE;

THENCE NORTH 82° 33' 48" WEST, ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID CLEVELAND ROAD EAST, 51.99 FEET TO A PIN SET AT THE APPROX. LOW WATER MARK PER SURVEY PERFORMED BY HARTUNG & ASSOCIATES IN 2006 AND DEED RECORDED IN RECEPTION NUMBER 2007-11763 OF ERIE COUNTY RECORDS, PERMANENT PARCEL NUMBER 42-61270.001;

THENCE NORTH 8° 27' 55" WEST, 259.00 FEET ALONG THE LOW WATER MARK TO AN ANGLE POINT;

THENCE NORTH 18° 22' 50" WEST, 68.00 FEET ALONG THE LOW WATER MARK TO AN ANGLE POINT;

THENCE NORTH 4° 39' 08" WEST, 183.26 FEET ALONG THE LOW WATER MARK TO THE PLACE OF BEGINNING (POB);

THENCE NORTH 4° 39' 08" WEST, 30.74 FEET TO ANGLE POINT;

THENCE NORTH 11° 19' 32" WEST, 93 FEET TO AN ANGLE POINT;

THENCE NORTH 0° 34' 49" EAST, 216 FEET TO AN ANGLE POINT;

THENCE NORTH 4° 14' 40" EAST, 239 FEET TO AN ANGLE POINT;

THENCE NORTH 25° 28' 22" WEST, 31 FEET TO AN ANGLE POINT;

THENCE NORTH 72° 20' 12" EAST, 50.47 FEET TO AN ANGLE POINT;

THENCE SOUTH 25° 28' 22" EAST, 37.41 FEET TO AN ANGLE POINT;

THENCE SOUTH 4° 14' 40" EAST, 250.67 FEET TO AN ANGLE POINT;

THENCE SOUTH 0° 34' 49" WEST, 209.19 FEET TO AN ANGLE POINT;

THENCE SOUTH 11° 19' 31" EAST, 90.70 FEET TO AN ANGLE POINT;

THENCE SOUTH 4° 39' 8" EAST, 33.67 FEET TO AN ANGLE POINT;

THENCE SOUTH 85° 22' 38" WEST, 50.00 FEET TO THE PLACE OF BEGINNING.

EXHIBIT "D"

Public Right of Way, Dedication to be Permitted by City of Huron Across City-Owned Land

See attached Dedication Plat of "Proposed Street"—shaded area circled in blue; for reference only.

NOTE: prior to issuance, a correction is needed to the dedication plat's "Dedication and Acceptance" execution blocks on its first page. The City's record plat ordinance, 1113.10(l) specifies different (in substance) language. "I/we the undersigned, owners of the land embraced within the subdivision, do hereby acknowledge this plat to be my/our free act and deed, and dedicate the streets, crosswalkways and alleys herein shown to public use forever."

Dedication Plat of Proposed Street

Situated in the City of Huron, County of Erie, and State of Ohio,
and further known as being part of Lot 31, Section 1, Original Huron Township,
Being Township Number 6 in the 22 Range
of Townships in the Connecticut Western Reserve
July, 2019 Scale 1"=50'

DEDICATION AND ACCEPTANCE:

WE, THE UNDERSIGNED OWNER OF THE LAND SHOWN HEREON, DO HEREBY ACCEPT THIS PLAT AND DEDICATE TO THE PUBLIC USE THE LAND ENBRACED IN (STREET NAME(S)) AS SHOWN IN SHADE HEREON

THE CITY OF HURON DATE _____

NOTARY:
STATE OF OHIO
COUNTY OF ERIE) S.S.

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED THE ABOVE NAMED OWNER WHO ACKNOWLEDGED THAT THEY DID SIGN THE FOREGOING INSTRUMENT AND THAT IT WAS THEIR OWN FREE ACT AND DEED. IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL AT _____ OHIO THIS _____ DAY OF 20____.

NOTARY PUBLIC
MY COMMISSION EXPIRES _____

WE, THE UNDERSIGNED OWNER OF THE LAND SHOWN HEREON, DO HEREBY ACCEPT THIS PLAT AND DEDICATE TO THE PUBLIC USE THE LAND ENBRACED IN (STREET NAME(S)) AS SHOWN IN SHADE HEREON

STATE OF OHIO DEPARTMENT OF NATURAL RESOURCES DATE _____

NOTARY:
STATE OF OHIO
COUNTY OF ERIE) S.S.

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED THE ABOVE NAMED OWNER WHO ACKNOWLEDGED THAT THEY DID SIGN THE FOREGOING INSTRUMENT AND THAT IT WAS THEIR OWN FREE ACT AND DEED. IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL AT _____ OHIO THIS _____ DAY OF 20____.

NOTARY PUBLIC
MY COMMISSION EXPIRES _____

MORTGAGE RELEASE:

BE IT KNOWN THAT _____ A MORTGAGEE OF THE LAND INDICATED ON THIS PLAT DOES HEREBY JOIN IN THE ABOVE DEDICATION AND RELEASE FROM THE OPERATION AND LIEN OF THE MORTGAGE HELD BY IT ON SAID PREMISES AS RECORDED IN THE COUNTY RECORD OF MORTGAGES IN DOCUMENT NO. _____ PROPOSED STREET AND THE EASEMENTS HEREIN GRANTED AND RESERVED.

BY _____

STATE OF OHIO)
COUNTY OF _____) S.S.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL AT _____ OHIO, THIS _____ DAY OF _____, 20____.

NOTARY PUBLIC MY COMMISSION EXPIRES _____

MORTGAGE RELEASE:

BE IT KNOWN THAT _____ A MORTGAGEE OF THE LAND INDICATED ON THIS PLAT DOES HEREBY JOIN IN THE ABOVE DEDICATION AND RELEASE FROM THE OPERATION AND LIEN OF THE MORTGAGE HELD BY IT ON SAID PREMISES AS RECORDED IN THE COUNTY RECORD OF MORTGAGES IN DOCUMENT NO. _____ PROPOSED STREET AND THE EASEMENTS HEREIN GRANTED AND RESERVED.

BY _____

STATE OF OHIO)
COUNTY OF _____) S.S.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL AT _____ OHIO, THIS _____ DAY OF _____, 20____.

NOTARY PUBLIC MY COMMISSION EXPIRES _____

APPROVALS:

THIS DEDICATION PLAT IS APPROVED BY THE PLANNING COMMISSION OF THE CITY OF HURON, OHIO THIS _____ DAY OF _____, 2019.

CHAIRMAN OF PLANNING COMMISSION _____

THE STREET HEREIN PROPOSED TO BE DEDICATED IS SUFFICIENTLY EASED BY MONUMENTS AND IS HEREBY APPROVED BY THE PLATING COMMISSIONER OF THE CITY OF HURON, OHIO THIS _____ DAY OF _____, 2019.

TOWNSHIP ADMINISTRATOR _____

THIS DEDICATION PLAT IS APPROVED BY THE COUNCIL OF THE CITY OF HURON, OHIO THIS _____ DAY OF _____, 2019.

CLERK OF COUNCIL _____

CERTIFICATION:

I HEREBY CERTIFY THAT I HAVE SURVEYED THE PREMISES AND PREPARED THE ATTACHED PLAT IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 4733.37 OF THE OHIO ADMINISTRATIVE CODE AND THE DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF, ALL OF WHICH ARE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. IRON MONUMENTS OR PINS AS INDICATED WERE FOUND OR PINS AS INDICATED WERE FOUND OR PINS AS INDICATED ON THIS STATEMENT IS UNDERSTOOD TO BE THE PROFESSIONAL OPINION OF THE SURVEYOR WHICH IS FORMULATED ON HIS BEST KNOWLEDGE, INFORMATION AND BELIEF, AND AS SUCH, IT DOES NOT CONSTITUTE A GUARANTEE OR WARRANTY, OTHER THAN ANY STATE OF FACTS REVEALED BY A REEXAMINATION OF THE SAME. BEARINGS REFER TO THE OHIO STATE PLANS COORDINATE SYSTEM OF 1983 - NORTH ZONE - 1983 ADJUSTMENT. ALL IRON PINS SET ARE 5/8" X 30" LONG REBAR WITH A PLASTIC CAP STAMPED "POLARIS" AS SHOWN HEREON. ()

Richard A. Thompson, Jr.
RICHARD A. THOMPSON, JR.
OHIO PROFESSIONAL SURVEYOR #1288
DATE: 07/29/19



DATE: 7/29/19
SCALE: 1"=50'
VIBR: 1705
FOLDER: Survey
REMARKS: Dedication Plat
TAB: 01 - Dedication Plat



POLARIS ENGINEERING
AND SURVEYING, INC.
34600 CHARCON ROAD - SUITE D
WILLOUGHBY HILLS, OHIO 44094
(440) 944-4433 (440) 944-3752 (FAX)
www.polaris-es.com

CONTRACT NO.	
17228	
SHEET	OF
01	02



Dedication Plat of Proposed Street

Situated in the City of Huron, County of Erie, and State of Ohio,
and further known as being part of Lot 31, Section 1, Original Huron Township,
Being Township Number 6 in the 22 Range
of Townships in the Connecticut Western Reserve
July, 2019 Scale 1"=50'



**POLARIS ENGINEERING
and SURVEYING, INC.**
3460 CLEVELAND ROAD - SUITE D
WILLOUGHBY HILLS, OHIO 44094
(440) 944-5633 (440) 944-3722 (Fax)
www.polaris-es.com

CURV	LENGTH	RADIUS	DELTA	CHORD	BEARING	TANGENT
C1	143.40	230.00	22°14'00"	147.14	S67°37'45"E	74.12
C2	201.25	433.00	27°29'00"	183.27	S63°08'21"E	92.00
C3	302.25	570.00	29°14'00"	244.37	S57°24'07"E	121.00
C4	368.84	675.00	29°19'30"	247.37	S57°04'29"W	121.00
C5	231.13	415.00	30°52'42"	234.22	S60°04'07"W	117.00

SLIP NO. 2

Source of bearings being
Locality & adjacent plat pg. 16

City of Huron
RN 2007-11763
P.P.N.: 42-61270.001

Norfolk & Southern
Railway Company
Vol. 547, Pg. 371
P.P.N.: 42-90077.000

State of Ohio Department
of Natural Resources
RN 2006-08925 & 2006-08926
P.P.N.: 42-61270.000

PROPOSED STREET (WIDTH VARIES)

RIVER ROAD

CLEVELAND ROAD EAST (WIDTH VARIES)

HURON RIVER

AREA TABULATION:
0.475 ACRES - THE CITY OF HURON
1.118 ACRES - POLARIS
1.598 ACRES TOTAL



SURVEY LEGEND

- WIDENED ROAD (SEE SURVEY PLAN)
- ROAD (SEE SURVEY PLAN)
- PROPERTY LINE (SEE SURVEY PLAN)
- CONTRACT NO.

CONTRACT NO.	
17228	
SHEET	OF
02	02

BEARINGS REFER TO THE OHIO
TRIANGULAR COORDINATE SYSTEM
OF 1983 - 1990 BOUNDARY
ADJUSTMENT

• = SURVEY MARKS
• = SURVEY MARKS
• = SURVEY MARKS
• = SURVEY MARKS

DATE	10/1/19
BY	J.M.
FOR	THE CITY OF HURON
BY	J.M.
FOR	THE CITY OF HURON

APPROX. 10' FLOOD MARK
(PER HURON 2008 SURVEY)

EXHIBIT “E”

Public Right of Way, Dedication to be Permitted by City of Huron Across State-Owned Land

See attached Dedication Plat of “Proposed Street”—shaded area circled in yellow; for reference only.

NOTE: prior to issuance, a correction is needed to the dedication plat’s “Dedication and Acceptance” execution blocks on its first page. The City’s record plat ordinance, 1113.10(I) specifies different (in substance) language. “I/we the undersigned, owners of the land embraced within the subdivision, do hereby acknowledge this plat to be my/our free act and deed, and dedicate the streets, crosswalkways and alleys herein shown to public use forever.”

Dedication Plat of Proposed Street

Situated in the City of Huron, County of Erie, and State of Ohio,
and further known as being part of Lot 31, Section 1, Original Huron Township,
Being Township Number 6 in the 22 Range
of Townships in the Connecticut Western Reserve
July, 2019 Scale 1"=50'

DEDICATION AND ACCEPTANCE:

WE, THE UNDERSIGNED OWNER OF THE LAND SHOWN HEREON, DO HEREBY ACCEPT THIS PLAT AND DEDICATE TO THE PUBLIC USE THE LAND ENCOMPASSED IN (STREET NAME(S)) AS SHOWN IN SHADE HEREON.

THE CITY OF HURON, DATE _____

NOTARY:
STATE OF OHIO
COUNTY OF ERIE, S.S.

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED THE ABOVE NAMED OWNER WHO ACKNOWLEDGED THAT THEY DID SIGN THE FOREGOING INSTRUMENT AND THAT IT WAS THEIR OWN FREE ACT AND DEED. IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL AT _____ OHIO THIS _____ DAY OF 20____.

NOTARY PUBLIC
MY COMMISSION EXPIRES _____

WE, THE UNDERSIGNED OWNER OF THE LAND SHOWN HEREON, DO HEREBY ACCEPT THIS PLAT AND DEDICATE TO THE PUBLIC USE THE LAND ENCOMPASSED IN (STREET NAME(S)) AS SHOWN IN SHADE HEREON.

STATE OF OHIO DEPARTMENT OF NATURAL RESOURCES DATE _____

NOTARY:
STATE OF OHIO
COUNTY OF ERIE, S.S.

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED THE ABOVE NAMED OWNER WHO ACKNOWLEDGED THAT THEY DID SIGN THE FOREGOING INSTRUMENT AND THAT IT WAS THEIR OWN FREE ACT AND DEED. IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL AT _____ OHIO THIS _____ DAY OF 20____.

NOTARY PUBLIC
MY COMMISSION EXPIRES _____

MORTGAGE RELEASE:

BE IT KNOWN THAT _____ MORTGAGOR OF THE LAND INDICATED ON THIS PLAT DOES HEREBY JOIN IN THE ABOVE DEDICATION AND RELEASE FROM THE OPERATION AND BENEFIT OF THE MORTGAGE HELD BY IT ON SAID PREMISES AS RECORDED IN ERIE COUNTY RECORD OF MORTGAGES IN DOCUMENT NO. _____ PROPOSED STREET AND THE EASEMENTS HEREIN GRANTED AND RESERVED.

BY _____
STATE OF OHIO)
COUNTY OF _____) S.S.

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL AT _____ OHIO THIS _____ DAY OF _____, 20____.

NOTARY PUBLIC MY COMMISSION EXPIRES _____

MORTGAGE RELEASE:

BE IT KNOWN THAT _____ MORTGAGOR OF THE LAND INDICATED ON THIS PLAT DOES HEREBY JOIN IN THE ABOVE DEDICATION AND RELEASE FROM THE OPERATION AND BENEFIT OF THE MORTGAGE HELD BY IT ON SAID PREMISES AS RECORDED IN ERIE COUNTY RECORD OF MORTGAGES IN DOCUMENT NO. _____ PROPOSED STREET AND THE EASEMENTS HEREIN GRANTED AND RESERVED.

BY _____
STATE OF OHIO)
COUNTY OF _____) S.S.

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL AT _____ OHIO THIS _____ DAY OF _____, 20____.

NOTARY PUBLIC MY COMMISSION EXPIRES _____

APPROVALS:

THIS DEDICATION PLAT IS APPROVED BY THE PLANNING COMMISSION OF THE CITY OF HURON, OHIO THIS _____ DAY OF _____, 2019.

CHAIRMAN OF PLANNING COMMISSION _____

THE STREET HEREIN PROPOSED TO BE DEDICATED IS SUFFICIENTLY DEFINED BY MONUMENTS AND IS HEREBY APPROVED BY THE PLANNING COMMISSIONER OF THE CITY OF HURON, OHIO THIS _____ DAY OF _____, 2019.

ZONING ADMINISTRATOR _____

THIS DEDICATION PLAT IS APPROVED BY THE COUNCIL OF THE CITY OF HURON, OHIO THIS _____ DAY OF _____, 2019.

CLERK OF COUNCIL _____

CERTIFICATION:

I HEREBY CERTIFY THAT I HAVE SURVEYED THE PREMISES AND PREPARED THE ATTACHED PLAT IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 4733-37 OF THE OHIO ADMINISTRATIVE CODES AND THE DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF, ALL OF WHICH ARE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. WITH MONUMENTS OR PINS AS INDICATED WHEN FOUND OR SET AS SHOWN HEREON. THE BURN CERTIFY AS USED BY THIS STATEMENT IS UNDERSTOOD TO BE THE PROFESSIONAL OPINION OF THE SURVEYOR WHICH IS FORMULATED ON HIS BEST KNOWLEDGE, INFORMATION AND BELIEF, AND AS SUCH, IT DOES NOT CONSTITUTE A GUARANTEE OR WARRANTY, EITHER EXPRESS OR IMPLIED. THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE AND IS SUBJECT TO ANY STATE OF FACTS REVEALED BY A DIAMINATION OF THE SAME. BEARINGS REFER TO THE OHIO STATE PLANE COORDINATE SYSTEM OF 1983. NORTH ZONE - 1983 ADJUSTMENT. ALL MON PINS SET ARE 5/8" X .30" LONG REBAR WITH A PLASTIC CAP STAMPED "POLARIS" AS SHOWN HEREON. ()

Richard A. Thompson, Jr.
RICHARD A. THOMPSON, JR.
OHIO PROFESSIONAL SURVEYOR #7388
DATE: 07/23/19



DATE: 8/22/19
SCALE: HON. 1"=50'
VIBR.: 1"=50'
FOLDER: 201907
PLAN NAME: 1320-CT-01-01-01
TAB: 01-CONGRUENCE.PDF



POLARIS ENGINEERING and SURVEYING, INC.
34001 CHARLICK ROAD - SUITE D
WILLOUGHBY HILLS, OHIO 44094
(440) 944-4433 (440) 944-3777 (Fax)
www.polaris-es.com

CONTRACT NO.	
17228	
SHEET	OF
01	02



Dedication Plat of Proposed Street

Situated in the City of Huron, County of Erie, and State of Ohio,
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Being Township Number 6 in the 22 Range
of Townships in the Connecticut Western Reserve
July, 2019 Scale 1"=50'



**POLARIS ENGINEERING
and SURVEYING, INC.**
31400 GUARDIAN ROAD - SUITE D
WELLSBORO HILLS, OHIO 44894
(440) 544-4433 (440) 544-3772 (Fax)
www.polaris-es.com

COORD.	DEVELOPER	ACRES	AREA	PERCENT	MARKING	MARKING
C1	A-1-15	250.00	33,944.10	14.11%	S07°02'45"E	36.14
C2	B-1-15	43.30	5,412.93	2.32%	S21°50'07"W	13.73
C3	C-1-15	73.30	9,441.27	4.14%	S25°07'47"E	34.26
C4	D-1-15	370.00	45,913.27	16.13%	S6°34'29"W	62.25
C5	E-1-15	150.00	17,520.47	7.62%	S05°01'57"W	33.77

SLIP NO. 2

Norfolk & Southern
Railway Company
Vol. 547, Pg. 371
P.P.N.: 42-90077.000

State of Ohio Department
of Natural Resources
RN 2006-08925 & 2006-08926
P.P.N.: 42-61270.000

City of Huron
RN 2007-11763
P.P.N.: 42-61270.001

AREA TABULATION:
0.4795 ACRES - THE CITY OF HURON
1.1122 ACRES - DEED
1.9827 ACRES TOTAL

AREA TO BE DEDICATED

SURVEY LEGEND

- ◻ PROPERTY BOUNDARY
- ADJ. PROP. TO BE DEDICATED
- PROPERTY TO BE DEDICATED
- SURVEY POINT

COMPOSITE NO.	
17228	
SHEET	OF
02	02

BEARINGS REFER TO THE OHIO
STATE PLANE COORDINATE SYSTEM
OF 1983 - NORTH ZONE
(NAD 83 ADJUSTMENT)

● = 1/8" F. BENCH OR CONTROL TO BE
SET IN THE CAP STAMPED POLARIS
5700' UNLESS OTHERWISE NOTED

DATE:	07/20/19
SCALE:	1"=50'
PROJECT:	SLIP NO. 2
CLIENT:	CITY OF HURON
PREPARED BY:	JOHN J. WILSON
CHECKED BY:	JOHN J. WILSON

HURON RIVER

CLEVELAND ROAD EAST (WIDTH VARIES)

PROPOSED STREET (WIDTH VARIES)

RIVER ROAD

305.65' (R/L)

373.20' (R/L)

373.20' (R/L)

373.20' (R/L)

373.20' (R/L)

373.20' (R/L)

373.20' (R/L)

373.20' (R/L)

373.20' (R/L)

373.20' (R/L)

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373.20' (R/L)

373.20' (R/L)

373.20' (R/L)

373.20' (R/L)

373.20' (R/L)

373.20' (R/L)

373.20' (R/L)

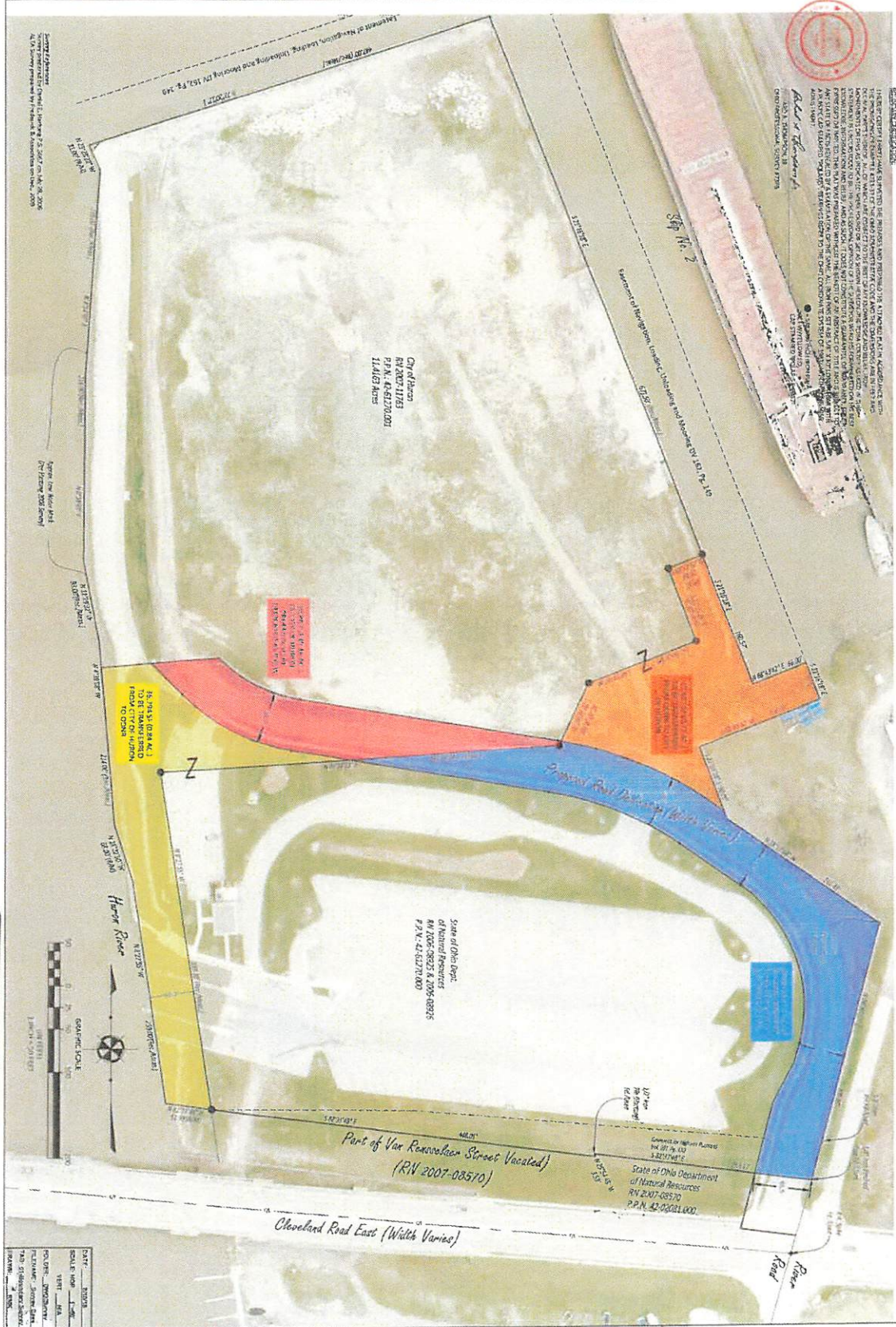
373.20' (R/L)

373.20' (R/L)

373.20' (R/L)



STATE OF OHIO
 DEPARTMENT OF NATURAL RESOURCES
 DIVISION OF LAND AND WATER
 150 EAST WASHINGTON AVENUE
 COLUMBUS, OHIO 43260-1500
 (614) 265-6100
 www.dnr.state.oh.us



City of Huron
 P.P.N. 11761
 11,416 Acres

State of Ohio Dept.
 of Natural Resources
 601006-08923 & 2006-08925
 P.P.N. 42-02201000

Part of Var Resolution Series Vacated
 (RN 2007-00510)

State of Ohio Department
 of Natural Resources
 RN 2007-08923
 P.P.N. 42-02201000



DATE	2008
DRAWN BY	17228
CHECKED BY	
DATE	
SCALE	AS SHOWN
SHEET	01
TOTAL SHEETS	01

LAND SWAP SCHEMATIC



POLARIS ENGINEERING & SURVEYING, INC.
 14600 CHARCOCK ROAD, SUITE C
 WILLOUGHBY HILLS, OHIO 44094
 (440) 944-4444 (FAX) 440-944-4444
 www.polaris-es.com

Part of Lot 31, Section 1, Huron Twp.
 City of Huron - Erie County - Ohio

EASEMENT

THIS EASEMENT (this "Easement") is made as of the ____ day of _____, 2020, by the CITY OF HURON, an Ohio municipal corporation, (the "CITY"), having an address at 417 Main Street, Huron, Ohio 44839.

RECITALS:

A. On July 10th, 2006, the State of Ohio, Department of Natural Resources (the "STATE") purchased the former ConAgra property from CONAGRA FOODS FOOD INGREDIENTS COMPANY, INC, which contains approximately 20 acres and is located in the City of Huron. The State then deeded and transferred approximately ten (10) acres of this former ConAgra property to the CITY, which portion is now known as Permanent Parcel No. 42-61270.001 (hereinafter the "CITY Property").

B. The STATE retained approximately ten (10) acres of this property, which portion is known as Permanent Parcel No. 42-61270.000 (the "STATE Property") and, in conjunction with the CITY, constructed a boat ramp and related facilities on the STATE Property.

C. When the boat ramp was constructed on the STATE Property, it was the intent of the CITY and the STATE to provide public access to the Huron River along both the CITY Property and the STATE Property for access to and linking local recreational sites and as an area for fishing and wildlife viewing.

NOW, THEREFORE, the CITY, for itself and its successors and assigns, and for good and valuable consideration, including the covenants and agreements herein contained, the receipt of which is hereby acknowledged, states and declares as follows:

1. PUBLIC ACCESS EASEMENT.

(a) Easement Area. Subject to the terms of this Easement, the CITY hereby gives, devises, grants and conveys to the STATE, and declares to exist, an exclusive, perpetual right and appurtenant easement for free and uninterrupted public access into, upon, over and across the portion of the CITY Property described on Exhibit A hereto, attached hereto and made a part hereof by reference (the "Easement Area"), for the purpose of providing public access to the Huron River and linking local recreational sites, and as an area for fishing, wildlife viewing and other similar uses. STATE's use of the Easement Area shall be consistent with, and not to interrupt, the CITY's development and use of its Property.

(b) Construction of Improvements in the Easement Areas. No buildings, signs, fences, barricades or other obstructions or other structures of any kind, except as may be required to comply with legal requirements, shall be constructed or erected within the Easement Area, except for the installation of those structures that shall not impede or interfere with the free flow of pedestrian traffic on the Easement Area. Nothing in this paragraph shall prohibit the construction, maintenance, repair and replacement of a pedestrian walking trail or public utilities and related appurtenances in the Easement Area, as the CITY may desire.

2. MAINTENANCE OF EASEMENT AREA.

The CITY shall be responsible for keeping any improvements that the CITY may choose to make within the Easement Area in reasonable condition for ordinary use by the general public. The cost and expense of any such maintenance and repair shall be the obligation of the CITY. It is understood that the STATE will bear no responsibility for repair or maintenance of the Easement Area. Nothing herein shall be construed to require the CITY to erect any particular improvements in the Easement Area, keep any then-current improvements in the Easement Area, take any action to protect the Easement Area from erosion, damage or other impairment by action of water or other natural forces, or to restore the Easement Area following such erosion, damage or impairment..

3. COVENANTS RUNNING WITH THE LAND.

(a) Binding Nature. Every obligation of this Easement shall run with the land.

(b) Successors. Any acquirer of the CITY Property, or of any part of the CITY Property containing the Easement Area shall automatically, by acceptance of the title of the Property or portion thereof, be deemed to be a successor record owner, and (i) to have assumed all obligations hereof relating thereto and thereafter accruing with respect to the portion of the Easement Area within such party's portion of the Property, and (ii) to have agreed with the then record owner(s) of all other portions of the Property to execute any and all instruments and to do any and all things reasonably required to carry out the intention of the provisions hereof.

4. RIGHT AND AUTHORITY TO COMPEL COMPLIANCE.

The CITY and the STATE shall be the beneficiaries of this Easement for the benefit of the public. The CITY or the STATE, may, although each is under no obligation or duty to do so, compel compliance by the record owner with this Easement as it may deem necessary, by court action or any other appropriate means.

5. INSPECTION OF EASEMENT AREA.

Duly authorized representatives of the CITY and/or the STATE may enter upon the Easement Area at reasonable times and in a reasonable fashion for the purpose of inspecting the Easement Area, in order to further the objectives of, and determining compliance with, the terms of this Easement.

6. ENFORCEMENT.

(a) In the event of a breach of the terms, conditions and restrictions set forth in this Easement, the non-breaching party shall provide prior written notice of the breach to the breaching party. The breaching party shall have thirty (30) days from the date of receipt of such written notice to cure the breach.

(b) In the event of an uncured breach of this Easement, each party, as an agency of the State of Ohio/political subdivision, is prohibited from indemnifying the other. Both parties are self-insured, and each agree (as against the other) to be responsible for any negligent acts or omissions by or through itself or its agents and employees. Each party agrees to defend itself and themselves, and to pay any judgments and costs arising out of such negligent acts or omissions as determined by a court of competent jurisdiction, or as the parties may otherwise mutually agree. Nothing herein shall impute or transfer any such responsibility from one party to the other party.

7. AMENDMENT OR VACATION OF EASEMENT.

This Easement is for the benefit of the CITY and the STATE and may be amended, modified, terminated or waived (in whole or in part) only by an easement or agreement in writing, executed and acknowledged between the record owner (if the Property has been transferred from the CITY to a third party), the CITY and the STATE, and duly recorded in the Erie County Records.

8. MISCELLANEOUS.

(a) No covenant, restriction, condition, obligation or provision contained herein shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

(b) The invalidity of any term, covenant, restriction, condition, limitation or any other provision hereof shall not impair or affect in any manner whatsoever the validity, enforceability or effect of the remaining terms, covenants, restrictions, conditions, limitations and provisions of this Easement.

(c) Notwithstanding any term or condition contained herein, nothing in the Easement of the easement hereunder or the other provisions of this Easement shall be deemed to create any rights in the general public or any third party, except the rights created herein to the CITY and the STATE.

(d) Any notice required to be sent to any owner of record shall be deemed to have been properly sent when mailed, postage prepaid, to the last address of the person or entity who appears as such owner of record as such address appears on the records of the Erie County Auditor.

(e) In the event of a conflict between the terms, conditions, or obligations of this Easement and either the Memorandum of Agreement and Memorandum of Understanding dated November 26, 2006, or the Agreement for the Exchange of Land dated _____, 2020 the terms of this Easement shall control, without limitation.

Executed as of the day and year first above written.

CITY OF HURON, an Ohio municipal corporation

By: _____
Michael Spafford, Interim City Manager

STATE OF OHIO)
) SS:
COUNTY OF ERIE)

Before me, a notary public, in and for said county and state, personally appeared the above-named Michael Spafford, Interim City Manager, on behalf of the City of Huron, who acknowledged that he did sign the foregoing instrument and the same is his free act and deed.

Notary Public

My commission expires: _____

STATE OF OHIO
DEPARTMENT OF NATURAL RESOURCES

Kendra S. Wecker,, Chief
Divison of Wildlife
Designee for Mary Mertz, Director
Ohio Department of Natural Resources

This instrument prepared by:
Seeley, Savidge, Ebert & Gourash, L.P.A.
26600 Detroit Road, Suite 300
Westlake, OH 44145
(216)-566-8200

EXHIBIT A

The Easement Area is approximately as depicted in the sketch immediately following, but more precisely described as follows:

BEGINNING AT A RAILROAD SPIKE FOUND IN THE CENTERLINE INTERSECTION OF RIVER ROAD AND CLEVELAND ROAD EAST (WIDTH VARIES);

THENCE NORTH 84° 46' 16" WEST, ALONG THE CENTERLINE OF SAID CLEVELAND ROAD EAST, 655.54 FEET TO A POINT;

THENCE NORTH 8° 27' 55" WEST, 114.57 FEET TO AN IRON PIN SET IN THE NORTHERLY RIGHT OF WAY LINE;

THENCE NORTH 82° 33' 48" WEST, ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID CLEVELAND ROAD EAST, 51.99 FEET TO A PIN SET AT THE APPROX. LOW WATER MARK PER SURVEY PREFORMED BY HARTUNG & ASSOCIATES IN 2006 AND DEED RECORDED IN RECEPTION NUMBER 2007-11763 OF ERIE COUNTY RECORDS, PERMANENT PARCEL NUMBER 42-61270.001;

THENCE NORTH 8° 27' 55" WEST, 259.00 FEET ALONG THE LOW WATER MARK TO AN ANGLE POINT;

THENCE NORTH 18° 22' 50" WEST, 68.00 FEET ALONG THE LOW WATER MARK TO AN ANGLE POINT;

THENCE NORTH 4° 39' 08" WEST, 183.26 FEET ALONG THE LOW WATER MARK TO THE PLACE OF BEGINNING (POB);

THENCE NORTH 4° 39' 08" WEST, 30.74 FEET TO ANGLE POINT;

THENCE NORTH 11° 19' 32" WEST, 93 FEET TO AN ANGLE POINT;

THENCE NORTH 0° 34' 49" EAST, 216 FEET TO AN ANGLE POINT;

THENCE NORTH 4° 14' 40" EAST, 239 FEET TO AN ANGLE POINT;

THENCE NORTH 25° 28' 22" WEST, 31 FEET TO AN ANGLE POINT;

THENCE NORTH 72° 20' 12" EAST, 50.47 FEET TO AN ANGLE POINT;

THENCE SOUTH 25° 28' 22" EAST, 37.41 FEET TO AN ANGLE POINT;

THENCE SOUTH 4° 14' 40" EAST, 250.67 FEET TO AN ANGLE POINT;

THENCE SOUTH 0° 34' 49" WEST, 209.19 FEET TO AN ANGLE POINT;

THENCE SOUTH 11° 19' 31" EAST, 90.70 FEET TO AN ANGLE POINT;

THENCE SOUTH 4° 39' 8" EAST, 33.67 FEET TO AN ANGLE POINT;

THENCE SOUTH 85° 22' 38" WEST, 50.00 FEET TO THE PLACE OF BEGINNING.



TO: Mayor Artino and City Council
FROM: Mike Spafford , Interim City Manager
RE: Resolution No. 2020-59
DATE: September 8, 2020

Subject Matter/Background

The administration is seeking funding opportunities for the reconstruction of Sawmill Parkway - an anticipated \$2 million project. The corridor is home to substantial number of the City's employee centers and has potential for significant investment and expansion opportunities. The corridor is rated as the worst road in the City on our bi-annual paving condition analysis map.

This specific Resolution authorizes my office to submit a grant application to the Federal Economic Development Administration (EDA). The EDA provides strategic investments on a competitive merit basis to support economic development, foster job creation, and attract private investment in economically distressed areas of the US. Under this funding opportunity, EDA solicits applications from applicants in order to provide investments that support construction, non-construction, planning, technical assistance, and revolving loan fund projects. Grants and cooperative agreements under these programs are designed to leverage existing regional assets and support the implementation of economic development strategies that advance new ideas and creative approaches to economic prosperity in distressed communities.

The EDA's existing program is currently being bolstered through the Coronavirus Relief Act (CARES Act) to increase the overall funding eligibility for projects. The program covers up to 80% of the construction cost with average award between \$1M - \$3M total.

There are no submission deadlines, and applications will be accepted on an ongoing basis until all available funds have been expended. The program is collaborative in that EDA will provide feedback and review of the application prior to finalization. We are working with OHM to complete the grant application. We are targeting submission of a rough draft by September 11th and final submission by September 30th.

In addition to this opportunity, we are working with OHM and ECEDC to pursue funding through Ohio Public Works Commission and ODOT Jobs and Commerce.

Financial Review

This specific legislation has no financial impact on the City at this time. Council approval is required for the City to submit the application for the federal grant. If the grant is awarded to the City, Council will be presented with additional legislation to accept the grant. If awarded, the financial impact will be more defined.

Legal Review

The matter has been reviewed, follows normal legislative procedure, and is properly before you.

Recommendation

If Council is in agreement, a motion adopting Resolution No. 2020-59 is in order.

[Resolution No. 2020-59.doc](#)

RESOLUTION NO. 2020-59

Introduced by Trey Hardy

A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO SUBMIT AN EDA CARES ACT RECOVERY ASSISTANCE GRANT APPLICATION TO THE U.S. ECONOMIC DEVELOPMENT ADMINISTRATION FOR POTENTIAL FINANCIAL ASSISTANCE TOWARD THE SAWMILL PARKWAY PROJECT.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON AS FOLLOWS:

SECTION 1. That the Council of the City of Huron authorizes and directs the Interim City Manager to submit a grant application through the EDA CARES Act Recovery Assistance Grant Program to become eligible for potential funding assistance toward the Sawmill Parkway Project.

SECTION 2. That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of the Council and that all deliberations of this Council and of its committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22 of the Revised Code

SECTION 3. That this Resolution shall go into effect and be in full force and effect immediately upon its passage.

Sam Artino, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____