

13377

CITY OF TOLEDO, OHIO
DEPARTMENT OF NATURAL RESOURCES
LICENSE

PROJECT: Maumee Riverfront - Riverfront Northwest
Number: L.W.C.F. Project No. 39-00632

WHEREAS, the City of Toledo, by its City Manager, through its Department of Natural Resources, by authority of the Council of the City of Toledo has undertaken the administration, management and use of certain lands belonging to the City of Toledo: known as Maumee Riverfront, Riverfront Northwest, L.W.C.F. Project No. 39-00632; and

WHEREAS, Columbia Gas of Ohio, Inc., its successors and assigns, desires to locate, place, use, maintain, operate, patrol, inspect, alter, modify, replace, repair and remove a pressurized sixteen inch (16") underground pipe line and casing for conveying natural gas in, upon, under, over, along, above, within and across a portion of said land; and

WHEREAS, by and in accordance with the authority vested in him as City Manager, of the City of Toledo, Ohio, pursuant to Ord. No. 629-91 of City Council, passed on 20th day of AUGUST, 1991 it has been determined that the construction, maintenance and operation of said underground natural gas pipe line and casing across said land is in the public interest and deems the giving of this License advantageous to the City of Toledo, Ohio:

NOW THEREFORE, this License Agreement for a Right-of-Way License is made and entered into this 26th day of SEPTEMBER, 1991, between the City of Toledo, Ohio, acting by and through its City Manager (hereinafter called City), and Columbia Gas of Ohio, Inc. (hereinafter called Licensee);

WITNESSETH: That the City in consideration of the payment of Six Thousand Five Hundred Fifty Dollars (\$6,550.00) as specified under item two (2) below and of the covenants and agreements hereinafter contained does hereby give unto the Licensee, its successors and assigns, a License for a Right-of-Way with the right, privilege and authority to operate an underground pressurized natural gas pipe line and casing along the City owned property known as Maumee Riverfront - Riverfront Northwest Project upon the following terms and conditions:

1. Said facility has been constructed within a strip of land TEN (10) feet each side of the center of said Right-of-

Way. The portions of said City land affected by this License Agreement being situated in the City of Toledo, Lucas County, Ohio and being more particularly described in Exhibit A, which is attached hereto and made a part hereof with the exact locations of the Right-Of-Way and the land being more particularly described and shown on the Right-of-Way Exhibits attached hereto and made a part hereof, and legally described on Exhibit B attached hereto and incorporated herein.

(A) The Licensee shall have a License in and over the Toledo Rights-Of-Way or Parcels, as outlined in the Drawings attached hereto for the limited and specific purpose of entering upon the Toledo Rights-Of-Way or Parcels to operate the facility.

(B) The Licensee shall submit to the City at least one set of construction drawings indicating the location and route where the facility is constructed and operated along the Toledo Rights-Of-Way or Parcels. The Licensee shall provide the City with two (2) sets of "as-built" drawings indicating the precise location of said facility along the Toledo Rights-Of-Way or Parcels within the limits of the city's property.

2. The Licensee agrees pay Six Thousand Five Hundred
FIFTY DOLLARS (\$6550.00) on execution of this License Agreement and the City agrees to accept such sum as full consideration for this Right-Of-Way License Agreement. The term shall be for thirty (30) years ending the 26th day of SEPTEMBER, 2021.

3. The Licensee agrees to operate said "facility" in a safe, practical, economical, technically feasible and good and workmanlike manner for the purpose for which it is intended, and to save the City, its nominees and assigns, harmless from any damage; and all other loss, cost, or expense arising from the operation of the "facility".

(A) To the fullest extent permitted by law, the Licensee shall indemnify and hold harmless the City, its agent and employees from and against all claims, damages, losses and expense, including but not limited to attorneys' fees, arising out of or resulting from the construction and operation of the facility, provided that any such claim, damage, loss or expense is:

(1) attributable to environmental cost or damages by virtue of the facility, bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and

(2) caused in whole or in part by any negligent act or omission of the Licensee or any agent or Subcontractor of the Licensee or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

(B) In any and all claims against the City or any of its agents or employees by any employee of the Licensee, or any agent or Subcontractor thereof, or anyone directly or indirectly employed by any of them (or anyone for whose acts any of them may be liable), the indemnification obligation under this Paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Company or any Subcontractor under workers' or workmens' compensation acts, disability benefit acts or other employee benefit acts.

4. The Licensee may clear said Right-Of-Ways of all trees, hedges and underbrush from the ground up, not more than TEN
(10) feet each way from the center of said Right-of-Ways. Immediately after construction, this area shall be restored,

as near as possible, to a comparable condition with respect to contours of the property. Brush, branches, and refuse arising from the Licensee's right-of-way and vicinity shall be disposed of or destroyed without delay. The use of any chemicals or herbicides is prohibited unless expressly premitted in writing by the City Manager or his authorized agent.

5. The Licensee shall pay the City for any damage to the property covered by this Right-Of-Way License Agreement which may result from the use of such property by the Licensee, other than as contemplated by this License Agreement.

6. The Licensee shall fully repair all damage, other than ordinary wear and tear to fences, roads and trails caused by the Licensee or its contractors in the employment of this License Agreement.

(A) The Licensee shall, if necessary, restore all pavements damaged by the Licensee in the course of the operation of the facility in accordance with the Division of Engineering and Construction's Specifications Governing Openings in Public Rights-Of-Way or Parcels. Whenever practical, the Licensee shall bore and jack under pavement and place rigid conduit as opposed to open cutting.

7. In case of change of address of its principal place of business, the Licensee shall immediately notify the City of Toledo, Ohio, Department of Natural Resources, Commissioner of Parks & Forestry, in writing, unless otherwise directed.

8. Upon the termination, in any manner whatsoever, of this Right-Of-Way License Agreement, and in the absence of an agreement to the contrary, the Licensee may, within one hundred twenty (120) days, remove all structures and other property which has been placed upon the premises by the Licensee, but upon failure to remove such structures and other property within such period, they shall become the property of the City. If at the end of such time the Licensee has not removed such property from the premises, the City may remove such property and the Licensee shall reimburse the City for any expense, incidental to such removal, which is in excess of the salvage value of such property.

9. This License Agreement may be terminated by the City upon the breach of any conditions contained herein. The Licensee shall have the opportunity to cure or remedy the breach within one hundred eighty (180) days from the date of notice thereof or the Licensee may terminate this License Agreement by giving ninety (90) day written notice of cancellation.

(A) Upon termination of this License Agreement or if this License Agreement is no longer required by the Licensee, its successors or assigns, the Licensee its successors or assigns shall have the obligation within one hundred twenty (120) days thereafter to remove all or any part of its facility located in the Rights-Of-Way or Parcels and shall reasonably repair any damages caused by such removal. This provision may be waived by the Director of Natural Resources upon the Licensee's, its successors' or assigns' petition, if said facilities are deemed not to obstruct said Rights-Of-Way or Parcels in any manner. In addition to its other rights under this License Agreement, the Licensee, its successors or assigns, shall have the right, at any time, upon not less than ninety (90) days prior written notice to the City, to terminate this License Agreement, and, other than the obligation of removal and restoration, all of the Licensee's, its successors' or assigns', obligations shall cease upon the termination date specified in any such notice.

10. The Licensee shall, at all times during the period of operation of the facilities along the Rights-Of-Way or Parcels, maintain, at the Licensee's expense, liability insurance for bodily

injury and property damage combined with limits of not less than One Million Dollars (\$1,000,000) with respect to any one incident to cover all claims for bodily or property damage directly caused by said construction and operation of the facilities. All such coverage may be provided by the Licensee's blanket policies of insurance or self-insurance covering other insureds, property, or risks.

Acceptance of the insurance by the City shall not in any way release or decrease the potential liability of the Licensee. It is expressly understood that the City does not in any way represent that the specified limits of liability, coverage or policy forms are sufficient or adequate to protect the interests or liabilities of the Licensee. The City shall be given at least thirty (30) days written notice of cancellation, nonrenewal or material change of the required insurance coverage. All responsibility for payment of any sums resulting from any deductible provisions, corridor or self-insured retention conditions of the policy(s) shall remain with the Licensee.

The Licensee shall maintain the statutory coverage dictated by the State of Ohio's Workers Compensation Program. If the Licensee is self-insured, evidence must be provided to the City and accompanied with excess coverage information. The Licensee shall provide a minimum of One Hundred Thousand Dollars (\$100,000) employer liability insurance for each incident.

11. The Licensee shall obtain comprehensive automotive liability coverage to include owned, hired, leased and non-owned motor vehicles. This coverage shall maintain the state minimum coverage required by law. All such coverage may be provided by the Licensee's current self-insurance or automotive liability insurance.

12. The Licensee shall operate in accordance with Ohio and Federal environmental laws and regulations, and the Occupation, Safety and Health Act of 1970 (OSHA), as amended. Also, the Licensee shall operate in accordance with the State of Ohio Department of Transportation "Manual of Traffic Control for Construction and Maintenance Operations."

13. It is mutually understood and agreed that the City does not warrant the title to the lands upon which the aforesaid Right-Of-Way is located, and the right, privileges, and authority granted herein shall be subject to any easements, rights-of-way, mineral reservations or other rights upon, over, across, or under said lands now outstanding in third persons. It is further understood and agreed that this License Agreement shall in no manner limit the right of the City, its nominees and assigns, to grant additional Rights-Of-Way of any kind whatsoever across and upon the lands affected by this License Agreement, so long as such additional Rights-Of-Way shall not interfere with the rights and privileges herein granted to the Licensee. The City also retains to itself, its nominees or assigns, the right to use said lands for its own purposes, so long as such does not interfere with the rights and privileges herein granted.

14. Since the ownership of land by the City is exclusively for the purpose of providing services to the public, should the public interest ever require the use of the herein Licensed land for purposes which would render it either wholly or in part unserviceable for the herein Licensed use, then the Licensee shall move the conflicting portion or portions of said pipe line without cost to the City to a location which will not interfere with public use, within six (6) months after notice in writing by the City of the necessity to do so. City agrees to provide in the event the relocation of said pipe line is required under this paragraph, or as the result of a sale, purchase or other assignment of land

wherein the pipe line is located, to reserve space within City property for the relocation of the pipe line such that the relocation will not interfere or cause the relocation of said Maumee River crossing.

15. The City reserves the right to assign any and all of its rights or interests and obligations under the terms of this License Agreement, without the consent of the Licensee, to any individual, corporation, firm or other entity, public or private or any governmental agency, Municipal, County, State or Federal. The Licensee shall be notified of any such assignment.

16. The Licensee shall notify the City within thirty (30) days whenever a majority ownership of the Licensee changes hands, whenever there is a change in the existing facilities, whenever the Licensee deems it necessary to abandon said facilities, or whenever the Licensee transfers ownership of the facilities to another party.

17. The City covenants and agrees not to unreasonably withhold or delay any approval of consent required by this License Agreement and shall use its best efforts to facilitate and promote the maximum efficiency and economy in connection with the operation of the facilities by the Licensee.

18. If any provisions of this License Agreement or the application hereof to any person or circumstances shall, for any reason and to extent, be invalid or unenforceable, the remainder of the License Agreement and the application of said provisions to other persons or circumstances shall not be affected thereby, but rather shall be enforced as permitted by law.

19. This License Agreement sets forth the entire understanding of the parties relating to the subject matter hereof, and supersedes all other prior agreements, applications, covenants, arrangements, communications, representations, or warranties, either oral or written, by any agent, employee, representative, officer, or director of either party specifically relating to the subject matter of this License Agreement.

IN WITNESS WHEREOF, the parties hereunto have caused this License Agreement to be executed as of the date first above written.

ACKNOWLEDGMENT BY GRANTOR

Signed and Acknowledged
in the presence of:

FOR: THE CITY OF TOLEDO, OHIO,
a Municipal Corporation

Barbara H. Paul

Shirley Brown

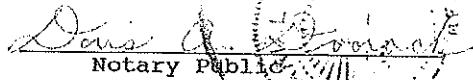
BY: Thomas R. Hoover
Thomas R. Hoover,
City Manager

STATE OF OHIO)
)
COUNTY OF LUCAS)

BEFORE ME, a Notary Public in and for said County and State, personally appeared Thomas R. Hoover, City Manager of the City of Toledo, Ohio who acknowledged the signing of the foregoing instrument to be his voluntary act and deed as City Manager of the

City of Toledo, Ohio, a Municipal Corporation, as authorized by the Council of the said City of Toledo, Ohio, for the use and purposes mentioned herein.

IN TESTIMONY WHEREOF, I have hereunto set my name and affixed by official seal at Toledo, Ohio this 26th day of September, 1991.


Doris A. Dvorack
Notary Public

DORIS A. DVORACK
Notary Public, State of Ohio
My Commission Expires Sept. 25, 1993

ACKNOWLEDGMENT BY LICENSEE

Signed and Acknowledged
in the presence of:

Ollie J. Ramsey

FOR: COLUMBIA GAS OF OHIO, INC.

BY: A. W. Amurgis
A. W. Amurgis, Vice President

Beverly A. Thomas

BY: Roger C. Post
Roger C. Post
Assistant Secretary

STATE OF OHIO)
)SS:
COUNTY OF FRANKLIN)

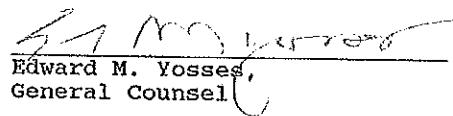
Before me a Notary Public in and for said County and State, personally appeared A. W. Amurgis, Vice President and Roger C. Post, Assistant Secretary, of Columbia Gas of Ohio, Inc., the Corporation which executed the foregoing instrument, who acknowledged that the seal affixed to this instrument is the Corporate Seal of said Corporation; that they did sign and seal said instrument as such Vice President and Assistant Secretary on behalf of said Corporation and that said instrument is their free act and deed individually as such Vice President and Assistant Secretary and their free and Corporate act of said Columbia Gas of Ohio, Inc.

IN TESTIMONY WHEREOF, I have hereunto set my name and affixed by official seal at Columbus, Ohio this 17th day of September, 1991.

Beverly A. Thomas
Notary Public

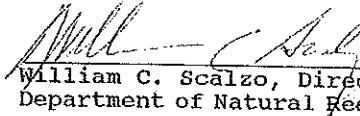
BEVERLY A. THOMAS
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES JANUARY 17, 1995

APPROVED AS TO LEGAL FORM:


Edward M. Yosse,
General Counsel

DATE: FEB 7 1991

APPROVED AS TO CONTENT:


William C. Scalzo, Director
Department of Natural Resources

DATE: FEB 4 1991

FROM:THE CITY OF TOLEDO
TO
COLUMBIA GAS OF OHIO, INC.

Being two twenty feet wide easements and a 30 feet by 35 feet exclusive easement in a 6.25 acre tract of record in Official Record 87 206 A05 and a 59.481 acre tract of record in official Record 81 488 C06 of the Recorders' Records, Lucas County, Ohio and further being a part of Block 4, a part of vacated Alpena and Water Streets and part of Water Block 6, all being in "North Toledo" and a part of that parcel lying between the southeasterly line of "North Toledo" and the Maumee River Harbor Line, all being in the City of Toledo, County of Lucas, State of Ohio, said easements being more particularly described as follows:

EASEMENT 

Beginning, for reference, at a stone monument with drill hole found marking the intersection of the centerlines of Summit Street and Alpena Street;

thence South $47^{\circ}39'50''$ East 292.50 feet, in the centerline of Alpena Street, to the southeasterly line of a twenty feet wide alley;

thence South $42^{\circ}20'10''$ West 30.00 feet, in said southeasterly line of said alley, to the Place of Beginning of the herein described EASEMENT "A";

thence North $42^{\circ}20'10''$ East 366.00 feet, in said southeasterly line of said alley, to a point;

thence South $47^{\circ}39'50''$ East 20.00 feet, to a POINT "A";

thence South $42^{\circ}20'10''$ West 366.00 feet, 20 feet southeasterly of and parallel to said southeasterly alley line, to a point;

thence North $47^{\circ}39'50''$ West 20.00 feet, to the Place of Beginning of EASEMENT "A" containing 0.168 acres more or less.

EASEMENT 

Beginning, for reference, at the above described POINT "A";

thence South $47^{\circ}39'50''$ East 10.00 feet, to the Place of Beginning of the herein described EASEMENT "B";

thence North $42^{\circ}20'10''$ East 20.30 feet, to a point;

thence South $37^{\circ}43'50''$ East 784.11 feet, to a point in a

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EXHIBIT - A

JUL 25 1991

southeasterly line of said 59.481 acre tract and also being the "Harbor Line" of the Maumee River;

thence South $46^{\circ}33'25''$ West 20.10 feet, in said 59.481 acre tract southeasterly line and said "Harbor Line", to a point;

thence North $37^{\circ}43'50''$ West 782.60 feet, to the Place of Beginning of EASEMENT "B" containing 0.359 acres more or less.

VALVE PIT/EXCLUSIVE EASEMENT



Beginning, for reference, at a stone monument with drill hole found marking the intersection of the centerlines of Summit Street and Alpena Street;

thence South $47^{\circ}39'50''$ East 292.50 feet, in the centerline of Alpena Street, to the southeasterly line of a twenty feet wide alley;

thence North $42^{\circ}20'10''$ East 336.00 feet, in said southeasterly line of said alley, to the Place of Beginning of the herein described EXCLUSIVE EASEMENT;

thence continuing North $42^{\circ}20'10''$ East 35.00 feet, in said southeasterly alley line, to the southwesterly line of the CSX Railroad (formerly the Toledo Terminal Railroad);

thence South $47^{\circ}39'50''$ East 30.00 feet, in the southwesterly line of said Railroad, to a point;

thence South $42^{\circ}20'10''$ West 35.00 feet, to a point;

thence North $47^{\circ}39'50''$ West 30.00 feet, to the Place of Beginning containing 1050 square feet, more or less, and all of the above described easements are as shown on Drawing #048-414-91 attached hereto and made a part hereof.

The above described easements are based on a field survey in April, 1991 by Gary L. Elswick, Registered Surveyor #6395. Bearings are assumed and for the determination of angles only.

GLE
5/13/91
Revised 7/22/91

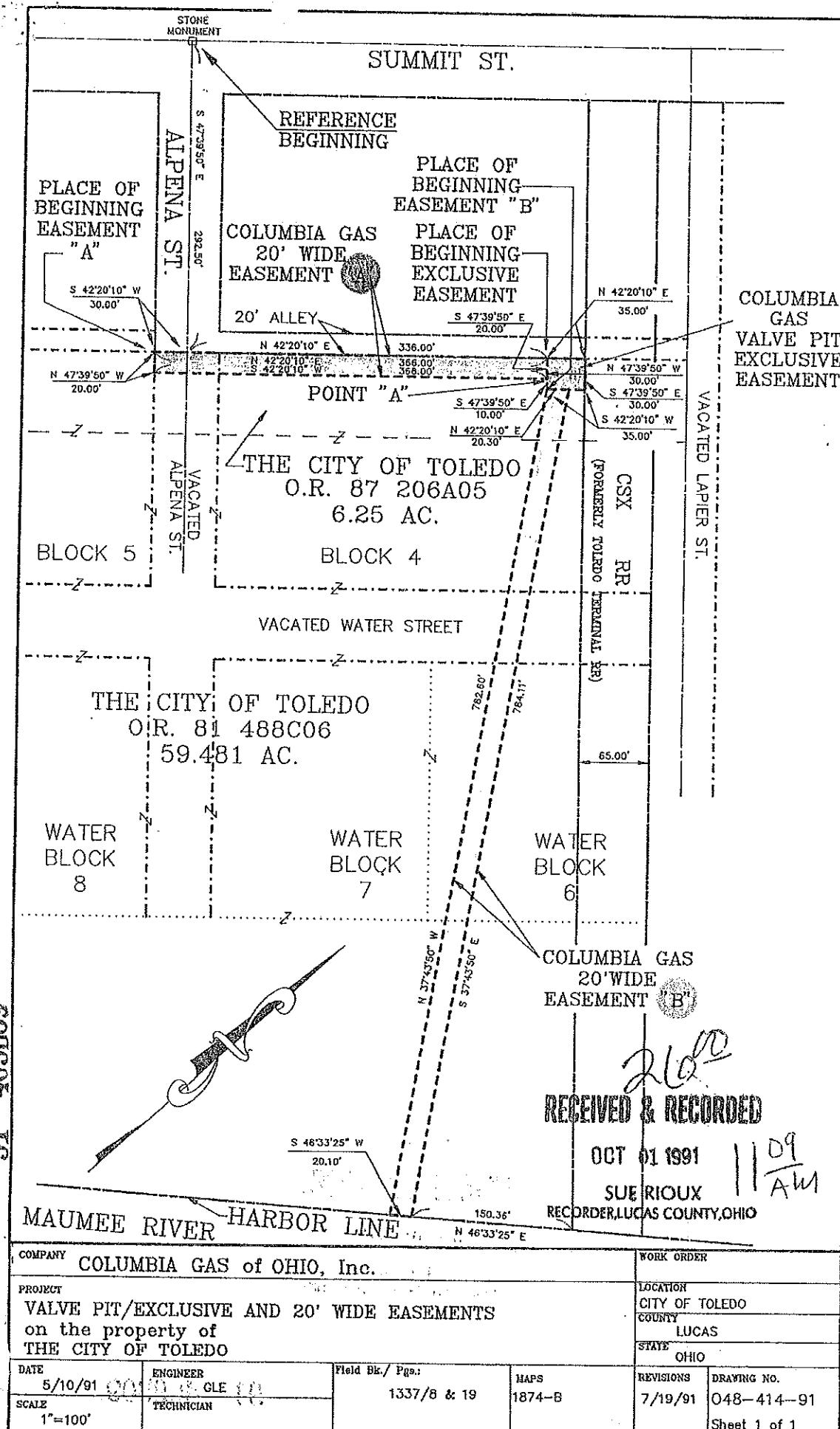
Approved as to Legal Description

By J. L. Shultz Date 7-27-91

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Aug #4914 JUL 25 1991

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License

ORDINANCE NO. 629-91

Authorizing the City Manager to enter into a License Agreement with Columbia Gas of Ohio, Inc. for two easements and a valve station located in Block Number 4 and Water Block Number 6 in the Plat of North Toledo which is a part of the assemblage of parcels known as the Riverfront Northwest Project area; authorizing acceptance of a one time payment of Six Thousand Five Hundred Fifty Dollars (\$6,550.00) as payment in full for the granting of said License Agreement which has a term of thirty (30) years; authorizing the deposit of the income generated by the granting of this License Agreement into Account Code 066050-CB6611, 1991 Parkland Replacement; authorizing the appropriation of Six Thousand Five Hundred Fifty Dollars (\$6,550.00) from the unappropriated balance of the Parkland Replacement Fund into Account Code 066050-5810-CB6611, 1991 Parkland Replacement; authorizing the transfer of \$6,550.00 from Account Code 066050-5810-CB6611, 1991 Parkland Replacement into Account Code 406050-8690, Capital Improvements; authorizing the appropriation of \$6,550.00 from the unappropriated balance of the Capital Improvements Fund into Account Code 406050-C12011, 1991 Riverside Park Improvements; authorizing the City Manager and the Commissioner of Purchases and Supplies to take formal and informal bids and award contracts for various improvements, material, labor, land acquisition and professional services necessary to undertake the improvement project; and declaring an emergency.

WHEREAS, the City of Toledo owns property in the Plat of North Toledo known as the Maumee Riverfront-Riverfront Northwest Project, L.W.C.F. Project No. 39-00632; and

WHEREAS, during 1964, prior to the City's purchase of this property, Columbia Gas of Ohio, Inc. entered into a Longitudinal Occupation Agreement with the former owner of said property for the purpose of installing an underground, sixteen (16) inch natural gas transmission line and valve station on said parcel; and

AUG 27 1991

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WHEREAS, it has been determined by the Department of Law that there is a need to enter into a formal License Agreement with Columbia Gas of Ohio, Inc.; and

WHEREAS, that part of the aforementioned Project Area occupied by said underground, natural gas, transmission line is not needed for any municipal purpose; and

WHEREAS, the parcels occupied by said underground, natural gas, transmission line were purchased with a Land & Water Conservation Fund Grant from the U. S. Department of Interior administered by the Ohio Department of Natural Resources, and is in the form approved by the Ohio Department of Natural Resources; and

WHEREAS, all revenues generated from property acquired through Land & Water Conservation Fund Grants must be returned to the project for additional acquisition or development; and

WHEREAS, the Riverside Park Planning Committee desires that revenues generated by this License Agreement be expended on the continued improvement of the Riverside Recreation Complex; NOW, THEREFORE,

Be it ordained by the Council of the City of Toledo:

SECTION 1. That the City Manager be and he is hereby authorized and directed to enter into a License Agreement which will grant two (2) easements and an area on which a valve station is located all being located in Block Number 4 and Water Block Number 6 in the Plat of North Toledo to Columbia Gas of Ohio, Inc. who now occupies same. The property is known and identified by the following legal description, to wit:

LEGAL DESCRIPTION:

Being two twenty feet wide easements and a 30 feet by 35 feet exclusive easement in a 6.25 acre tract of record in Official Record 87 206 A05 and a 59.481 acre tract of record in Official Record 81 488 C06 of the Recorder's Records, Lucas County, Ohio and further being a part of Block 4, a part of vacated Alpena and Water Streets and part of Water Block 6, all being in "North Toledo" and a part of that parcel lying between the southeasterly line of "North Toledo" and the Maumee River Harbor Line, all being in the City of Toledo, County of Lucas, State of Ohio, said easements being more particularly described as follows:

EASEMENT "A"

Beginning, for reference, at a stone monument with drill hole found marking the intersection of the centerline of Summit Street and Alpena Street;

thence South $47^{\circ} 39' 50''$ East 292.50 feet, in the centerline of Alpena Street, to the southeasterly line of a twenty feet wide alley;

thence South $42^{\circ} 20' 10''$ West 366.00 feet, in said southeasterly line of said alley, to the Place of Beginning of the herein described EASEMENT "A";

thence North $42^{\circ} 20' 10''$ East 366.00 feet, in said southeasterly line of said alley, to a point;

thence South $47^{\circ} 39' 50''$ East 20.00 feet, to a POINT "A";

thence South $42^{\circ} 20' 10''$ West 366.00 feet, 20 feet southeasterly of and parallel to said southeasterly alley line, to a point;

thence North $47^{\circ} 39' 50''$ West 20.00 feet, to the Place of Beginning of EASEMENT "A" containing 0.168 acres more or less.

EASEMENT "B"

Beginning, for reference, at the above described POINT "A";

thence South $47^{\circ} 39' 50''$ East 10.00 feet, to the Place of Beginning of the herein described EASEMENT "B";

thence North $42^{\circ} 20' 10''$ East 20.30 feet, to a point;

thence South $37^{\circ} 43' 50''$ East 784.11 feet, to a point in a southeasterly line of said 59.481 acre tract and also being the "Harbor Line" of the Maumee River;

thence South $46^{\circ} 33' 26''$ West 20.10 feet, in said 59.481 acre tract southeasterly line and said "Harbor Line", to a point;

thence North $37^{\circ} 43' 50''$ West 782.60 feet, to the Place of Beginning of EASEMENT "B" containing 0.359 acres more or less.

VALVE PIT/EXCLUSIVE EASEMENT

Beginning, for reference, at a stone monument with drill hole found marking the intersection of the centerline of Summit Street and Alpena Street;

thence South $47^{\circ} 39' 50''$ East 292.50 feet, in the centerline of Alpena Street, to the southeasterly line of a twenty feet wide alley;

thence North $42^{\circ} 20' 10''$ East 336.00 feet, in said southeasterly line of said alley, to the Place of Beginning of the herein described EXCLUSIVE EASEMENT;

thence continuing North $42^{\circ} 20' 10''$ East 35.00 feet, in said southeasterly alley line, to the southwesterly line of the CSX Railroad (formerly the Toledo Terminal Railroad);

thence South $47^{\circ} 39' 50''$ East 30.00 feet, in the southwesterly line of said Railroad, to a point;

thence South $42^{\circ} 20' 10''$ West 35.00 feet, to a point;

thence North $47^{\circ} 39' 50''$ West 30.00 feet, to the Place of Beginning containing 1050 square feet, more or less, and all of the above described easements are as shown on Drawing #048-414-91 attached hereto and made a part hereof.

The above described easements are based on a field survey in April, 1991 by Gary L. Elswick, Registered Surveyor #6395. Bearings are assumed and for the determination of angles only.

SECTION 2. That said License Agreement shall contain such terms and conditions as the City Manager, Director of Law and the Director of the City Department of Natural Resources deem to be necessary and proper.

SECTION 3. That the City Department of Natural Resources is hereby authorized and directed to cause the proper recording of said License Agreement in the Office of the Recorder, Lucas County, Ohio.

SECTION 4. That the City Manager is hereby directed and authorized to accept and deposit the one-time payment of Six Thousand Five Hundred Fifty Dollars (\$6,550.00), as payment in full for the granting of said License Agreement which has a term of thirty (30) years, into Account Code 066050-CB6611, 1991 Parkland Replacement.

SECTION 5. That the sum of Six Thousand Five Hundred Fifty Dollars (\$6,550.00) be and the same is hereby appropriated into Account Code 066050-5810-CB6611, 1991 Parkland Replacement.

SECTION 6. That the sum of Six Thousand Five Hundred Fifty Dollars (\$6,550.00) be and the same is hereby transferred from Account Code 066050-5810-CB6611, 1991 Parkland Replacement into Account Code 406050-8690, Capital Improvements.

SECTION 7. That the sum of Six Thousand Five Hundred Fifty Dollars (\$6,550.00) be and the same is hereby appropriated from the unappropriated balance of the Capital Improvements Fund into Account Code 406050-C12011, 1991 Riverside Park Improvements.

SECTION 8. That the City Manager and the Commissioner of Purchases and Supplies be and they are hereby authorized and directed to award contracts under terms and conditions prescribed by the Director of Law for various improvements, materials, labor, land acquisition and professional services, including contracts necessary to carry out the 1% for the Arts Program.

SECTION 9. That the Director of Finance be and he is hereby authorized and directed to draw his warrant or warrants against the above listed account codes in payment of the obligations hereinabove authorized upon presentation of the proper voucher or vouchers therefore.

SECTION 10. That this Ordinance is hereby declared to be an emergency measure and shall take effect and be in force from and after its passage. The reason for the emergency lies in the fact that this Ordinance is necessary for the public peace, safety, health and property, and for the further reason that it is necessary for the purpose of continuing the continuity of the operations of the Licensee.

Vote on emergency clause: yeas 8, nays 0.

Passed: August 20, 1991, as an emergency measure: yeas 8, nays 0.

Attest: Larry J. Brewer John McHugh
Larry J. Brewer John McHugh
Clerk of Council Mayor

I hereby certify that the above is a true and correct copy of an Ordinance passed by Council AUG 20 1991.

Attest: Larry J. Brewer
Larry J. Brewer
Clerk of Council

PUBLISHED IN TCJ 8-24-91

Management Services
Natural Resources
Real Estate
Purchases Law
Finance Accounts

8-21-91

