CITY of OREGON
5330 SEAMAN ROAD
OREGON, OHIO 43616-2633
www.oregonohio.org

CITY COUNCIL MEMBERS:
TERRY REEVES, PRESIDENT
BETH ACKERMAN
PAUL R. DRAKE III
STEVE HORNYAK
KATHLEEN POLLAUF
STEVEN R SALANDER
DENNIS WALENDZAK

PHONE 419-698-7108
FAX 419-698-7163

Clerk of Council
Cassy Rawson

OREGON CITY COUNCIL

REGULAR MEETING

PLEDGE OF ALLEGIANCE — **January 27th, 2025**

7:00PM

ROLL CALL

MINUTES: Approval of the Minutes from the January 13th, 2025, Regular Council Meeting.

PERSONS AND/OR DELEGATIONS: **Members of the Oregon Economic Development Foundation**

Items for Consideration and Passage:

Presented by Mayor Seferian and Police Chief Brandon Begin:

Item #008-2025 **Authorizing The Mayor, Finance Director, And Chief of Police To Enter Into An Agreement And To Issue A Purchase Order To Flock Group Inc. 1170 Howell Mill Road, Suite 210, Atlanta, Georgia 30318, For The Purchase Of Twelve (12) Flock Safety Falcon License Plate Recognition Cameras To Be Used By Oregon Police Division; And Declaring An Emergency**

Item #009-2025 **Authorizing The Mayor, Finance Director, And Chief of Police To Enter Into An Agreement And To Accept A Purchase Order From Cenovus Energy To Provide Traffic Control Services Through The Oregon Police Division Under The Terms Listed On An As-Needed Basis; And Declaring An Emergency**

Presented by Mayor Seferian and Public Service Director Paul Roman:

Item #010-2025 **Authorizing The Mayor, Finance Director And Director Of Public Service To Enter Into Agreements With Larchmont East Apartments, Inc., 152 S. Beach, Marco Island, Florida 34145, Agree Limited Partnership, 1014 Vine Street, 7th Floor Tax Property, Cincinnati, Ohio 45202, And Navarre RE, LLC, 416 N Erie Street 4th Floor, Toledo, Ohio 43604 For The Acquisition Of Temporary Easements, Work Agreements And/Or A Portion Of Property For The LUC-SR-2-21.72 Navarre Avenue Safety, PID 118234 Project; And Declaring An Emergency**

Presented by Mayor Seferian and City Administrator Joel Mazur:

Item #011-2025 **A Resolution Of The City Of Oregon, Lucas County, Ohio, Supporting The Ohio Commission For The United States Semiquincentennial (AMERICA 250-OH)**

LIQUOR PERMIT TREX:

Transfer To: OHIO SPRINGS INC
DBA SHEETZ
2740 NAVARRE AVENUE
OREGON OHIO 43616

Transfer From: OHIO SPRINGS INC
DBA SHEETZ CONVENIENCE STORE
9745 SR 14
STREETSBORO OHIO 44241

SAFETY COMMITTEE MEETING

Councilwoman Kathleen Pollauf, Chairwoman of the Safety Committee, has called a meeting for Monday, January 27th, 2025, at 6:00 P.M., in City Council Chambers.

The purpose of the meeting is to discuss Flock Cameras for the Oregon Police Division as well as the Oregon Fire Department's 2024 Annual Report, Lieutenant Job Description, and Apparatus Plan for 2025.

MAYOR'S REPORT

STANDING COMMITTEE REPORTS

SPECIAL COMMITTEE REPORTS

FURTHER BUSINESS BEFORE COUNCIL

ADJOURNMENT

Ordinance No. -2025

Authorizing The Mayor, Finance Director, And Chief of Police To Enter Into An Agreement And To Issue A Purchase Order To Flock Group Inc. 1170 Howell Mill Road, Suite 210, Atlanta, Georgia 30318, For The Purchase Of Twelve (12) Flock Safety Falcon License Plate Recognition Cameras To Be Used By Oregon Police Division; And Declaring An Emergency

Summary And Background

The Oregon Police Division applied for and was awarded the 2024 FY24 COPS Technology and Equipment Program Invitational Solicitation Grant. The twelve (12) Flock Safety Falcon License Plate Recognition Cameras are listed as an approved line item in the grant with two (2) year contract pricing.

The Oregon Police Division desires to enter into the agreement and to issue a purchase order in an amount not to exceed, $78,300.00 for a two (2) year contract. Oregon City Council has provided funding in the 2025 Budget for the purchase of Twelve (12) Flock Falcon License Plate Recognition Cameras to be used by the Oregon Police Division in account 101.2100.52530.

Flock Safety is a proprietary vendor for the purchase of the Twelve (12) Flock Safety Falcon License Plate Recognition Cameras. (See Exhibit A) **Now, Therefore,**

Be It Ordained by The Council of The City of Oregon, Ohio, That:

Section 1. The Mayor, Finance Director, and Chief of Police of the City of Oregon, Ohio, are hereby authorized to enter into an agreement and to issue a purchase order to Flock Group Inc. 1170 Howell Mill Road, Suite 210, Atlanta, Georgia 30318 for the purchase of Twelve (12) Flock Falcon License Plate Recognition Cameras, at a total price of $78,300.00, subject to final review and approval of the Director of Law on behalf of the City of Oregon as substantially set forth in the attached Exhibit A.

Section 2. The Director of Finance is hereby authorized to draw his warrant or warrants upon presentation of proper voucher(s).

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 adopted in an open meeting of this Council and that all deliberations of this Council and its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Revised Code of Ohio and that the reading and adoption of this ordinance complies with the provisions of Article III, Section 9, of the City Charter, as amended.

Section 4. This ordinance is hereby declared to be an emergency measure and shall take effect and be in force from and after its passage and signature by the Mayor. The reason for the emergency will be to permit the order to be placed immediately, due to contract pricing.

Vote on passage as an emergency Yeas_____ Nays_____ Abs_____

Passed as an emergency measure:

_____
President of Council

Approved: Attest:

_____ _____
Clerk of Council Mayor

Flock Safety + OH - Oregon PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Rick Lombardo
rick.lombardo@flocksafety.com
4402128813

Created Date: 01/17/2025
Expiration Date: 12/27/2024
Quote Number: Q-114404
PO Number:

flock safety

flock safety

Budgetary Quote

This document is for informational purposes only. Pricing is subject to change.

Bill To: 5330 Seaman Rd Oregon, Ohio 43616

Billing Company Name: OH - Oregon PD
Billing Contact Name:
Billing Email Address:
Billing Phone:

Ship To: 5330 Seaman Rd Oregon, Ohio 43616

Subscription Term: 24 Months
Payment Terms: Net 30
Retention Period: 30 Days
Billing Frequency: Annual Plan - First Year Invoiced at Signing.

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			**$36,000.00**
Flock Safety Flock OS			
FlockOS ™ - Essentials	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon ®	Included	12	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	$650.00	9	$5,850.00
Professional Services - Existing Infrastructure Implementation Fee	$150.00	3	$450.00

Subtotal Year 1:	$42,300.00
Annual Recurring Subtotal:	$36,000.00
Estimated Tax:	$0.00
Contract Total:	$78,300.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This is not an invoice – this document is a non-binding proposal for informational purposes only. Pricing is subject to change.

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	$42,300.00
Annual Recurring after Year 1	$36,000.00
Contract Total	$78,300.00

*Tax not included

Product and Services Description

FlockOS Features	Description
FlockOS ™ - Essentials	An integrated public safety platform that detects, centralizes and decodes actionable evidence to increase safety, improve efficiency, and connect the community.
Flock Safety Falcon ®	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint ™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Existing Infrastructure Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment of existing vertical infrastructure location, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.

FlockOS Features & Description

FlockOS Features	Description
Community Network Access	The ability to request direct access to feeds from privately owned Flock Safety Falcon® LPR cameras located in neighborhoods, schools, and businesses in your community, significantly increasing actionable evidence that clears cases.
Unlimited Users	Unlimited users for FlockOS
State Network (License Plate Lookup Only)	Allows agencies to look up license plates on all cameras opted into the Flock Safety network within your state.
Nationwide Network (License Plate Lookup Only)	With the vast Flock Safety sharing network, law enforcement agencies no longer have to rely on just their devices alone. Agencies can leverage a nationwide system boasting 10 billion additional plate reads per month to amplify the potential to collect vital evidence in otherwise dead-end investigations.
Law Enforcement Network Access	The ability to request direct access to evidence detection devices from Law Enforcement agencies outside of your jurisdiction.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Insights & Analytics	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Map-based interface that consolidates all data streams and the locations of each connected asset, enabling greater situational awareness and a common operating picture.
Real-Time NCIC Alerts on Flock ALPR Cameras	Receive automated alerts when vehicles entered into established databases for missing and wanted persons are detected, including the FBI's National Crime Information Center (NCIC) and National Center for Missing & Exploited Children (NCMEC) databases.
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera

Ordinance No. - 2025

Authorizing The Mayor, Finance Director, And Chief of Police To Enter Into An Agreement And To Accept A Purchase Order From Cenovus Energy To Provide Traffic Control Services Through The Oregon Police Division Under The Terms Listed On An As-Needed Basis; And Declaring An Emergency

Summary And Background

Cenovus Energy desires to use Oregon Police Officers for traffic control services at and around their property for their 2025 turnaround project.

The City of Oregon Police Division will be reimbursed for direct costs based on actual activity completed and submitted for reimbursement adhering to the terms and conditions as substantially set forth in the agreement and purchase order with Cenovus Energy. **Now, Therefore,**

Be It Ordained By The Council Of The City Of Oregon, Ohio, That:

Section 1. The Mayor, Finance Director, and Chief of Police are hereby authorized to enter into an agreement and accept the purchase order with Cenovus Energy, subject to final review and approval of the Director of Law on behalf of the City of Oregon as substantially set forth in "Exhibit A" attached.

Section 2. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Revised Code of Ohio and that the reading and adoption of this ordinance complies with the provisions of Article III, Section 9, of the City Charter, as amended.

Section 3. This Ordinance is hereby declared to be an emergency measure and shall take effect and be in force upon its passage. The reason for the emergency is to allow the Oregon Police Division to direct and control traffic in a safe manner during their 2025 project at Cenovus Energy.

Vote on passage as an emergency: Yeas____ Nays_____ Abs_____

Passed as an emergency measure:

_____
President of Council

Attest:

Approved:

_____
Clerk of Council

_____
Mayor

Ohio Refining Company LLC
Purchase Order Terms and Conditions

1. **Entire Agreement.** This Purchase Order, including these Terms and Conditions, any specifications, drawings or descriptions, or additional terms or conditions attached hereto, when accepted by Contractor, constitutes the entire agreement between the parties (the "Agreement"). Ohio Refining Company LLC is referred to as "ORC" in this Agreement. Contractor's written acceptance of this Agreement~~, the shipment of any goods by Contractor~~, or the performance of any services by Contractor shall constitute acceptance of this Agreement by Contractor. This Agreement may only be amended with ORC's written approval. For the sake of clarity, any attachment of and/or reference to any document(s) belonging to Contractor in this Purchase Order are only for identification purposes and any terms or conditions within such document(s) are not incorporated.

2. **Compliance with Law.** All goods and services provided hereunder shall be ~~produced, sold, delivered, furnished and~~ performed in compliance with all applicable laws and regulations, and the requirements of any regulatory authority having jurisdiction over the goods or services. Contractor shall execute and deliver any documents required to effect compliance with such laws, regulations and requirements.

3. **Environment, Health and Safety.** Contractor shall be responsible for safety of its personnel and ORC's property at all times during the performance of its obligations under this Agreement. Contractor shall comply with all environmental, health and safety laws and regulations and all work practices prescribed by law and ORC.

Contractor shall comply with ORC's requirements for occupational health and safety, as set out in the Toledo Cenovus Refining Company HSSE Handbook and with industry best practices for occupational health and safety applicable to the ~~production, delivery, and/or installation of the goods and~~ performance of the services. Contractor acknowledges receiving the Toledo Cenovus Refining Company HSSE Handbook, which may be amended from time to time in which case ORC shall provide Contractor written notice of the availability of such amendment, and for which Contractor shall be obligated to obtain such amendment from ORC's Health & Safety-Toledo Department and comply with the amended Toledo Cenovus Refining Company HSSE Handbook for work under this Agreement.

4. Warranties.

(a) To the extent Contractor provides goods under this Agreement, Contractor warrants that, in addition to any other warranties express or implied:

(i) the goods conform to the specifications, drawings or other description attached hereto or as furnished by ORC, and will perform as specified therein;

(ii) the goods are free from defects in material, workmanship and design and will be reasonably safe and fit for the purpose intended, notwithstanding that the goods are described by a patent or trade name;

(iii) the goods are free of any liens, encumbrances or claims and Contractor has full right and authority to sell the goods as specified; and

(iv) the goods comply with all governmental statutes, ordinances, rules, regulations, orders or directives as to the origin, manufacturing, labeling, use, or transportation thereof.

Contractor shall, at its expense, after notice from ORC, either repair, or at ORC's option, replace, any of the goods furnished hereunder and accepted by ORC in which defects in workmanship, materials or design are discovered within twelve (12) months from the date on which such goods are used by ORC. At ORC's option, Contractor shall repair or bear the cost of repairing any damage caused by any such defect. Repairs shall be done at ORC's convenience and, at ORC's option, on its premises, unless the repairs are of such of a nature as to require repair facilities that cannot be made available on ORC's premises. All repairs shall be done expeditiously. All expenses attendant upon such repair or replacement, including any freight, custom duties, and brokerage fees shall be for Contractor's account. The foregoing warranties shall apply to all repairs or replacements. The warranty period shall be extended by the time during which ORC is unable to use any of the goods by reason of defects which Contractor is required to repair or replace. Contractor's obligation to repair or replace shall extend to defects in any goods which were revealed on ORC's examination prior to acceptance. The foregoing warranties shall survive acceptance and payment by ORC for the goods and services furnished hereunder.

~~(b)~~ (a) To the extent Contractor provides services under this Agreement, Contractor warrants that:

(i) the services comply with all governmental statutes, ordinances, rules, regulations, orders or directives; and

(ii) all services will be performed expeditiously in a careful, diligent and professional manner, in accordance with the standard of care normally exercised by contractors performing similar services in the State of Ohio.

Contractor shall, at its expense, after notice from ORC, and at ORC's option:

(1) re-perform any defective services; and

(2) remedy any defect or damage resulting from the defective performance of any services; or

(3) bear the costs of re-performance of the defective services, or remedying any resulting defect or damage.

The warranty period with respect to the provision of services shall expire ~~twelve (12) months after the completion of the services~~upon completion of the traffic control services for the 2025 turnaround project. ~~The foregoing warranty period shall be extended by the time during which ORC is unable to take advantage of the services by reason of defects or deficiencies which Contractor is required to repair, replace or re-perform.~~

5. Performance. In providing any ~~goods or~~ services under this Agreement, Contractor shall:

(a) furnish all skills, labor, supervision, parts, equipment, materials, personal protective equipment, and supplies required therefore at its own cost and expense unless otherwise expressly stated;

(b) promptly pay all amounts due for labor, parts, equipment, materials and supplies in the provision of the goods or performance of the services hereunder. If any lien or charge is registered in respect thereof, Contractor, at its sole expense, shall promptly effect its discharge; and

(c) obtain and maintain all permits and licenses required to perform its obligations hereunder.

6. **Governing Law and Attornment.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio, without reference to conflict of laws principles. The parties irrevocably agree to the exclusive jurisdiction of the State Courts of Ohio or the United States District Court of Ohio (located in Lucas County, Ohio), and all courts of appeal therefrom, and waive any objection based on improper venue or *forum non conveniens*.

7. **Non-waiver.** Failure by ORC to insist upon strict performance of any of the provisions of this Agreement, failure or delay in exercising any rights or remedies provided herein or by law, failure or delay in properly notifying Contractor in the event of breach of this Agreement by Contractor, the acceptance of, or payment for, any ~~goods or~~ services hereunder, ~~or the approval of any design by ORC,~~ shall not release Contractor from any warranties or obligations of this Agreement, and shall not be deemed a waiver of any right of ORC to insist upon strict performance hereof.

~~8. **Infringement.** Contractor shall provide goods and/or services which do not infringe any trade secret, trademark, copyright, patent, confidential know how, moral rights or other intellectual property rights ("Intellectual Property") of a third party. Contractor shall, at its expense, indemnify, hold harmless and defend ORC against any claim brought against ORC alleging that any goods or services or the intended use thereof, infringe any Intellectual Property subsisting in the jurisdiction of manufacture, sale, use or performance. If in the course of any such claim, suit or proceeding, ORC is prevented from using the goods or services, Contractor shall at its own expense and as soon as possible either obtain consent for ORC to use the goods or services, or replace the same with substantially equal but non-infringing goods or services. This Clause shall not apply to any goods manufactured to ORC's detailed designs and specifications where such designs and specifications form the basis of any claim, action or proceeding.~~

~~9.~~8. **Termination at Option of ORC.** This Agreement may be terminated by ORC at its option, at any time by written notice to Contractor. Upon such termination, ORC shall pay Contractor the price of all ~~goods and~~ services which have been provided in accordance with this Agreement, including the actual cost of work in progress, incurred up to the date of termination, which is

substantiated, and is neither cancellable nor recoverable by Contractor. Payments made under this Clause shall not exceed the total price specified in this Agreement. Upon receipt of notice of termination, Contractor shall take all reasonable steps to mitigate any resulting costs or losses.

~~10.~~9. **Termination for Default of Contractor.** If Contractor fails to ~~make deliveries of the goods or~~ perform the services specified in this Agreement, breaches of any term hereof, including the warranties set forth herein, or fails to perform any provision of this Agreement, and does not cure such failure within ten (10) days after receipt of verbal or written notice from ORC specifying such failure, ORC may, at its option, terminate this Agreement. ORC has the right to obtain all ~~goods and~~ services paid for up to the date of termination, including work in progress. ORC may also terminate this Agreement immediately if Contractor becomes insolvent.

~~11.~~10. **Force Majeure.** If, for reasons beyond its reasonable control, ORC is prevented from using the ~~goods or~~ services procured under this Agreement, ORC may suspend performance of this Agreement without additional costs or obligation to ORC. If Contractor is prevented from performance of its obligations within the time required for reasons beyond its reasonable control, Contractor shall not be in breach of such obligations, provided that Contractor exercises reasonable efforts to overcome or reduce the circumstances preventing performance. In no circumstances shall lack of funds be deemed an event of force majeure. Neither party shall be required to settle any strike or other labour dispute except on terms acceptable to it.

~~12.~~11. **Insurance.** Contractor shall, unless otherwise advised in writing by ORC, obtain from reliable insurers, and maintain during the term of this Agreement:

Workers' Compensation coverage in accordance with statutory limits and requirements of the applicable jurisdiction;

Employers' Liability Insurance with $1,000,000.00 limit per accident and employee;

~~Commercial General Liability Insurance with a combined limit of not less than $10,000,000;~~

Automobile Third Party Liability Insurance with a combined limit of $2,000,000; and

If Services performed are of a professional nature, Professional Liability Errors and Omissions Insurance with a limit of $5,000,000 for any one occurrence.

Contractor shall require each subcontractor to provide comparable insurance. ORC may require satisfactory evidence of such insurance to be supplied by Contractor or subcontractor. ORC may require Contractor to obtain additional insurance coverage depending on the nature of the services being provided.

~~13.~~12. **Assignment.** This Agreement may not be assigned by Contractor without the prior written consent of ORC.

~~14.~~13. **Price and Payment.** The prices and rates specified in this Agreement shall be fixed. Unless otherwise expressly stated, the price and rates specified in this Agreement include all taxes, duties, and charges of any kind which either party is required to pay with respect to the goods and services provided under this Agreement. Contractor must submit all invoices no later than thirty (30) days following the date of delivery of the Goods or the date of completion of Services to ORC (the "Invoice Due Date"), ***provided however***, invoices submitted outside of that time frame will be honored only if good cause exists for the delayed invoice submission. In the event of such delayed invoice submission, Contractor shall and must submit a written notice to ORC stating the specific cause of delay within ninety (90) days of the date of ~~delivery of Goods or~~the completion of Services. No delayed invoice submission will be accepted or paid without such written notice of good cause and/or beyond such ninety (90) day period. The time for payment of invoices, or for accepting any discounts offered, shall run from the date that correct invoices are received by ORC. Where the prices or rates are based in whole or in part on the cost to Contractor as specified in its published price, rate, fee, duty or tax list, and Contractor's cost is subsequently reduced, the prices or rates payable by ORC shall be likewise reduced.

~~15.~~14. **Taxes and Duties.** All invoices submitted by Contractor shall show as a separate item any applicable sales tax, value added tax and duty payable. Contractor shall furnish to ORC all documentation required for sales tax purposes, and, upon request, all documentation required for duty drawback purposes, and all customs invoices, declarations and evidence of import costs as may be reasonably required by ORC for any ~~goods or~~ services provided hereunder.

~~16.~~15. **Holdbacks.** At ORC's option, payment to Contractor shall be subject to:

(i) receipt of satisfactory evidence of Contractor's good standing under Worker's Compensation legislation;

(ii) receipt by ORC of satisfactory evidence of Contractor's compliance with the insurance requirements in Clause 12;

(iii) ORC's acceptance as to the ~~quality of goods and/or~~ satisfactory performance of services under this Agreement;

(iv) Contractor's payment of all amounts required to be paid under this Agreement;

(v) third-party claims based on the ~~good or~~ services performed by Contractor under this Agreement; and

(vi) any matter or amount in dispute with Contractor, including the extent of costs incurred by ORC as a result of Contractor's acts, omissions or obligations under this Agreement.

~~17.~~16. **Set Off.** ORC shall be entitled to set off any amounts owing from Contractor to ORC against any amount due or owing to Contractor.

~~**18. Shipping.** All packaging and transportation costs and charges relating to goods supplied or used during the performance of any service hereunder are for Contractor's account unless otherwise expressly stated. Such goods shall be delivered to the delivery point specified in this Agreement.~~

~~**19. Excess Material.** Goods supplied in error or in excess of the amounts ordered hereunder may be returned by ORC to Contractor. Contractor shall pay all shipping and return freight costs, and shall reimburse ORC for any such items paid for by ORC.~~

~~**20. Expediting.** The goods furnished under this Agreement shall be subject to expediting by ORC or its representative. ORC's representative shall be allowed reasonable access to Contractor's facilities and those of its suppliers and contractors for expediting purposes. At ORC's request, Contractor shall supply manufacturing and delivery schedules and progress reports for ORC's use in expediting the goods.~~

~~21.~~17. **Inspection.** ORC or its representative shall have the right to inspect ~~the goods provided or~~ the services performed hereunder at any time during the term of this Agreement, to perform final inspections and to reject ~~non-conforming goods and~~ defective services at any time. Any inspection, acceptance ~~or testing of goods~~ by ORC, or failure to do so, shall not relieve Contractor of its obligations hereunder.

~~22.~~18. **Forms.** This Agreement contains the only contractual terms and conditions between the parties relating to the provision of the ~~goods and~~ services by Contractor, notwithstanding anything contained or implied in any invoices or other documentation of Contractor, ~~and~~ prevails over any terms or conditions contained in any such invoices or documentation which are hereby objected to by ORC. If the parties have executed an ORC Work Agreement, that agreement shall govern in the case of a conflict with the terms of this Agreement.

~~23.~~19. **Commercial Practice, Gifts and Entertainment.** Contractor shall comply with the Cenovus Code of Business Conduct & Ethics, Gift & Entertainment Guideline, and such other policies applicable to Contractor, as provided and located at: https://www.cenovus.com/contractor/policies.html.

~~24.~~20. **Record Retention.** During the term of this Agreement, and for a period of two (2) years thereafter, Contractor shall maintain in accordance with generally accepted accounting principles all records and related systems of control necessary for verification of compliance with this Agreement. ORC shall, during the term of this Agreement, and for a period of two (2) years thereafter, upon providing reasonable prior notice to Contractor, have access to and be authorized to examine and make copies of all such records and systems of control, and shall be authorized to interview Contractor's personnel as may be necessary to conduct such verification of compliance.

~~25.~~21. **Notices.** All communications required or permitted to be given hereunder shall be deemed properly given if in writing and delivered personally or sent by registered or certified mail to the parties at their addresses identified in this Agreement. A notice sent by registered mail shall be deemed received three (3) business days after such mailing. Notices under this Agreement may be given by way of faxed communications and shall be deemed to be received the business day after transmission.

~~26. Property and Title in Goods. Unless otherwise expressly stated, the property in and title to any goods provided by Contractor to ORC under this Agreement shall transfer to ORC upon delivery of the goods to ORC. If ORC pays for any goods by way of progress payments, title to any work in progress shall transfer to ORC upon payment. Contractor shall clearly identify such work in progress as the property of ORC, and, if practicable, segregate such work in progress form the property of others.~~

~~All documentation, analysis, compilations, studies, reports, data, charts, digital media, drawings, sketches, calculations, correspondence, maps or other information developed, prepared or compiled by Contractor for ORC in providing the goods or services shall be the exclusive property of ORC for its use without limitation. Any drawings, specifications, documents or data furnished by ORC to Contractor shall remain the property of ORC and shall be promptly returned to ORC upon request by ORC, unless otherwise specified in writing by ORC.~~

~~27.~~22. **Confidentiality.** Contractor shall, and shall cause its employees, subcontractors, representatives and agents to, keep secret and confidential during the performance of this Agreement and for a period of five (5) years thereafter all information, written or oral, applicable or related in any way to the assets, business or affairs of ORC or its Affiliates, and shall not disclose such information to any third party or use it for any purpose other than for the performance of its obligations under this Agreement. Such obligation of confidentiality shall not apply to information: (i) which at the time of disclosure is in the public domain; (ii) which after disclosure is published or otherwise becomes part of the public domain through no fault of Contractor or any of its employees, subcontractors, representatives or agents (but only after it is published or otherwise becomes part of the public domain); (iii) not subject to any confidentiality obligations, and which Contractor can show was in its possession prior to disclosure hereunder; (iv) which Contractor can show was received after the time of disclosure hereunder from a third party who did not require that it be held in confidence and who did not, to Contractor's knowledge, acquire it, directly or indirectly, from ORC or a third party under an obligation of confidence; or (v) which was independently developed and Contractor can provide written evidence thereof (vi) which is subject to the Ohio Public Records law in Section 149 of the Ohio Revised Code.

~~28. United Nations Convention on Contracts for the International Sale of Goods. The United Nations Convention on Contracts for the International Sale of Goods does not apply to the goods provided under this Agreement.~~

~~29.~~23. **Incoterms 2010.** Any reference in this Agreement to Incoterms is a reference to Incoterms 2010.

~~30.~~24. **Relationship of the Parties.** Contractor is an independent contractor with respect to the performance of its obligations under this Agreement, provided that a representative of ORC or Cenovus is at all reasonable times during the term of this Agreement entitled to observe and inspect Contractor in relation to the performance of such obligations. Nothing in this Agreement shall be construed to constitute Contractor, its employees, agents or subcontractors as an employee, agent, servant or co-venturer of ORC or Cenovus. Contractor agrees not to claim the benefit of, or protection under, any law which provides benefit or protection to employees, agents, servants or co-venturers. Contractor shall not use the name, logos or trademarks of ORC or any of its affiliates in any advertising, promotional material or publicity release (in any media whatsoever, including electronic or web-based) without ORC's prior written consent.

~~31.~~25. **Cumulative Remedies.** The rights and remedies herein are cumulative and are not exclusive of any rights or remedies provided under applicable laws, equity or otherwise and shall extend to ORC, its successors, and assigns.

~~32.~~26. **Liability and Indemnity.** To the fullest extent permitted by Ohio law, Contractor shall indemnify and hold harmless ORC and all of its subsidiaries and affiliates, and all of their respective employees and agents (collectively for this Clause, "ORC") and, upon request, shall defend each of them, from all claims, demands, liens, penalties, causes of action, damages, costs, and expenses (including reasonable attorneys' fees, costs and expenses) to the extent arising from or relating to the acts, omissions, performance, non-performance or breach by Contractor and its employees, subcontractors or agents under this Agreement. Any settlement resulting from the defense by Contractor of ORC under this Clause must result a full and final release without any costs or liability to ORC.

In addition to any rights and remedies by ORC, ORC shall be entitled to injunctive and other equitable relief in order to protect ORC's rights and property as set out in

Clause 27 (Confidentiality) and Clause 30 (Relationship of the Parties).

~~33.~~27. **Anti-bribery.**

(a) Contractor, its officers, directors, employees and subcontractors shall comply with all applicable anti-bribery laws, rules, codes, orders, regulations, decrees, conventions and government orders of any relevant jurisdiction, specifically including the *Foreign Corrupt Practices Act*.

(b) All invoices, reports, statements, and other records which Contractor submits to ORC under this Agreement will accurately describe the ~~Goods and~~ Services rendered, and the nature and recipient of any expenditures or payments made in connection with such ~~Goods or~~ Services, and will not fail to reveal any material information which ORC may require in order to accurately prepare its own books and records.

(c) Contractor shall be liable for, and in addition, shall indemnify to the extent permitted by Ohio law and hold ORC and its affiliated companies and their respective officers, directors and employees harmless from, any claim, liability, fine, penalty, loss or damage that arises as a result of Contractor's failure to comply with this Clause 27~~33~~.

Ordinance No. - 2025

Authorizing The Mayor, Finance Director And Director Of Public Service To Enter Into Agreements With Larchmont East Apartments, Inc., 152 S. Beach, Marco Island, Florida 34145, Agree Limited Partnership, 1014 Vine Street, 7th Floor Tax Property, Cincinnati, Ohio 45202, And Navarre RE, LLC, 416 N Erie Street 4th Floor, Toledo, Ohio 43604 For The Acquisition Of Temporary Easements, Work Agreements And/Or A Portion Of Property For The LUC-SR-2-21.72 Navarre Avenue Safety, PID 118234 Project; And Declaring An Emergency

Summary And Background

The City of Oregon requires temporary easements, work agreements, and/or a portion of property from property owned by Larchmont East Apartments, Inc., Agree Limited Partnership, and Navarre RE LLC for the LUC-SR-2.21.72 Navarre Avenue Safety Project, PID 118234, as identified in "Exhibit A".

The City and Larchmont East Apartments, Inc., Agree Limited Partnership and Navarre RE, LLC have agreed to a purchase price regarding the value of temporary easements, work agreements, and/or a portion of property.

Funding for the right of way acquisition for this project was appropriated in the 2025 C.I.P. Municipal Budget in Account 359.7342.57710. **Now, Therefore,**

Be It Ordained By The Council Of The City Of Oregon, Ohio, That:

Section 1. The Mayor, Finance Director, and Director of Public Service are hereby authorized to enter into agreements with Larchmont East Apartments, Inc., Agree Limited Partnership, and Navarre RE, LLC for temporary easements, work agreements, and/or a portion of property for the LUC-SR-2.21.72 Navarre Avenue Safety, PID 118234 Project, in accordance with specifications provided in "Exhibit A" attached.

Section 2. The Mayor, Finance Director, and Director of Public Service are hereby authorized and directed to record the said, aforesaid deeds in the deed records of Lucas County.

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 adopted in an open meeting of this Council and that all deliberations of this Council and its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Revised Code of Ohio and that the reading and adoption of this ordinance complies with the provisions of Article III, Section 9, of the City Charter, as amended.

Section 4. This ordinance is hereby declared to be an emergency measure and shall take effect and be in force from and after its passage and signature by the Mayor. The reason for the emergency is the need to acquire the necessary right of way for the project to proceed in a timely manner.

Vote on passage as an emergency: Yeas ____ Nays ___ Abs. ___

Passed as an emergency measure on:

_____
President of Council

Attest:

Approved:

_____
Clerk of Council

_____
Mayor

"EXHIBIT A"

LUC-SR-2.21.72 Navarre Avenue Safety, PID 118234 Project

Property Owner(s)	Street Address	Parcel Number	Easement Number(s)	Net Take Area	Amount
Larchmont East Apartments, Inc.	3025 Navarre Ave (Kingston Court Apartments)	44-20627	034-WD 034-T	0.241 Acres 0.007 Acres	$100,000.00
Agree Limited Partnership	3301 Navarre Ave. (Kroger)	44-20287 44-20290	049-T	0.051 Acres 0.047 Acres	$5,145.00
Navarre RE, LLC	3308 Navarre Ave (Luckies Plaza)	44-23059	051-T 051-WA	0.025 Acres	$3,125.00

T – Temporary Easement
WA - Work Agreement
WD – Warranty Deed Permanent R/W Take to City of Oregon

LUC-2-21.72

RIGHT OF WAY AGREEMENT

This Agreement is entered into this 20th Day of January, 2025, by the City of Oregon and Larchmont East Apartments, Inc.

NOW, THEREFORE, in consideration of $100,000.00 and other certain good and valuable consideration to them, to be paid to Larchmont East Apartments, Inc., by the City of Oregon, Larchmont East Apartments, Inc., shall grant to the City of Oregon parcel 34-WD, T as attached for the LUC-2-21.72 Project.

IN WITNESS WHEREOF, the parties set their hands to this agreement in the presence of:

Witness:

Name:

Witness:

Name:

Approved by the City of Oregon Council by Ordinance: _____ _____

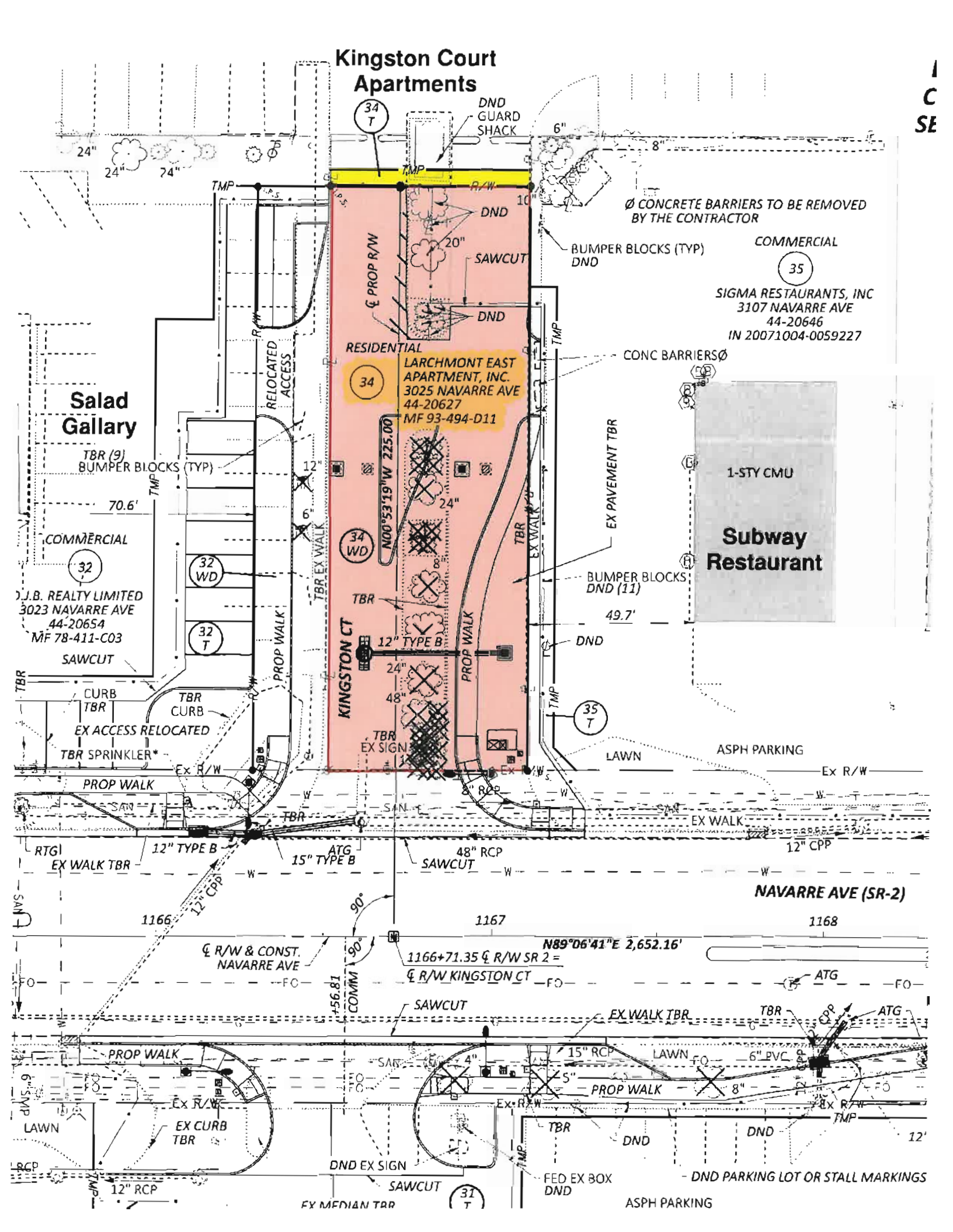
City of Oregon:

Mayor – Michael Seferian

Nicholas Roman, Finance Director

Melissa Purpura, Law Director

Paul Roman, Director of Public Service


Kingston Court Apartments
DND GUARD SHACK
34 T
TMP
R/W
DND
20"
SAWCUT
℄ PROP R/W
RESIDENTIAL
LARCHMONT EAST APARTMENT, INC.
3025 NAVARRE AVE
44-20627
MF 93-494-D11
34
34 WD
N00°53'19"W 225.00'
RELOCATED ACCESS
Salad Gallary
TBR (9) BUMPER BLOCKS (TYP)
70.6'
COMMERCIAL
32
J.B. REALTY LIMITED
3023 NAVARRE AVE
44-20654
MF 78-411-C03
32 WD
32 T
SAWCUT
TBR
CURB
TBR
CURB
EX ACCESS RELOCATED
TBR SPRINKLER*
PROP WALK
KINGSTON CT
TBR EX WALK
12" TYPE B
24"
48"
TBR EX SIGN
CONC BARRIERSØ
EX PAVEMENT TBR
1-STY CMU
Subway Restaurant
BUMPER BLOCKS DND (11)
49.7'
35 T
LAWN
ASPH PARKING
Ex R/W
8" RCP
EX WALK
12" CPP
RTGI
EX WALK TBR
12" TYPE B
ATG
15" TYPE B
48" RCP
SAWCUT
12" CPP
NAVARRE AVE (SR-2)
1166
1167
1168
90°
N89°06'41"E 2,652.16'
℄ R/W & CONST. NAVARRE AVE
1166+71.35 ℄ R/W SR 2 = ℄ R/W KINGSTON CT
+56.81 COMM
FO
SAWCUT
EX WALK TBR
TBR
ATG
PROP WALK
SAN
4"
15" RCP
LAWN
6" PVC
5"
8"
PROP WALK
Ex R/W
EX CURB TBR
LAWN
TMP
DND
DND
12'
DND EX SIGN
SAWCUT
FED EX BOX DND
DND PARKING LOT OR STALL MARKINGS
12" RCP
EX MEDIAN TBR
31 T
ASPH PARKING
COMMERCIAL
35
SIGMA RESTAURANTS, INC
3107 NAVARRE AVE
44-20646
IN 20071004-0059227
Ø CONCRETE BARRIERS TO BE REMOVED BY THE CONTRACTOR
BUMPER BLOCKS (TYP) DND

CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY
WITHOUT BUILDING(S)

PARCEL(S): 034-WD, T
LUC-2-21.72

This Agreement is by and between the City of Oregon, Ohio ["Purchaser"] and Larchmont East Apartments, Inc. ["Seller"; "Seller" includes all of the foregoing named persons or entities]. Purchaser and Seller are referred to collectively in this Agreement as "Parties."

In consideration of the mutual promises, agreements and covenants herein contained the Parties contract as follows:

1. Price and Consideration

Purchaser shall pay to Seller the sum of $100,000.00, which sum shall constitute the entire amount of compensation due Seller for: (a) the real property to be conveyed, including all fixtures; (b) any and all damages to any residual lands of Seller; (c) Seller's covenants set forth herein; (d) any and all supplemental instruments reasonably necessary to transfer the title of the subject property; and (e) N/A.

Seller shall be exclusively responsible for all delinquent taxes and assessments, including penalties and interest, and for all other real estate taxes and assessments that are a lien as of the date on which this Agreement closes. The taxes and assessments for the current calendar year shall be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever is earlier in time. Seller shall be responsible for any and all future installments of any special assessments levied and assessed against the real property, whether or not any such special assessment has been certified to the county auditor for collection, provided that such installments of special assessments shall be a lien on the subject real property as of the date of transfer of title. Purchaser may withhold in escrow a sufficient amount of the purchase money to satisfy the foregoing items to be paid by Seller; any balance remaining after such taxes, assessments, etc., are discharged shall be paid to Seller and any deficiency shall be the responsibility of Seller.

2. Estate Sold and Deed to Transfer

Seller, upon fulfillment of all the obligations and terms of this Agreement, shall sell and convey to Purchaser, its successors and assigns, the property which is more particularly described in Exhibit A attached hereto and by this reference incorporated herein, together with all improvements now located thereon and all fixtures of every nature now attached to or used

with said land and improvements including, but not limited to, driveways, signs, utility fixtures, shrubbery and trees.

If the rights, titles and estates described in Exhibit A constitute the fee simple in, to and of the real property, then such sale and conveyance by Seller shall be by a good and sufficient general warranty deed with, if applicable, full release of dower. In the event the rights, titles, and estates described in Exhibit A constitute something less than the fee simple of the real property, then such sale and conveyance by Seller shall be by a good and sufficient deed or other instrument regularly and ordinarily used to transfer such lesser rights, titles and estates with, if applicable, full release of dower.

3. Limited Access Parcels - Waiver of Abutters' Rights

If the property described in Exhibit A is designated by Purchaser as a limited access parcel, then Seller further agrees to release to Purchaser, its successors and assigns, any and all abutters' rights, including access rights, appurtenant to any remaining lands of Seller (from which the property described in Exhibit A is being severed) in, over, on, from and to the property described in Exhibit A.

4. Supplemental Instruments

Seller agrees to execute any and all supplemental instruments or documents necessary to vest Purchaser with the rights, titles and interests described in Exhibit A.

5. Warranty of Title

Seller shall, and hereby does, warrant that the property described in Exhibit A is free and clear from all liens and encumbrances whatsoever, except: (a) easements, restrictions, conditions and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules and regulations; and (d) any and all taxes and assessments not yet due and payable.

6. Elimination of Others' Interests

Seller shall assist, in whatever manner reasonably possible under the circumstances, to procure and deliver to Purchaser releases and cancellations of any and all other rights, titles and interests in the property described in Exhibit A, such as, but not limited to, those belonging to tenants, lessees, mortgagees or others now in possession or otherwise occupying the subject premises, and all assessment claims against said property.

Seller and Purchaser agree that if a mortgagee of Seller or of a predecessor in title fails to cooperate with the efforts to obtain a release of that mortgagee's mortgage lien secured by the

property described in Exhibit A, then and in that event this Agreement shall become null and void and the parties to this Agreement shall be discharged and released from any and all obligations created by this Agreement; for the purposes of this provision, the term "fails to cooperate" shall include a demand or request by any such mortgagee for a fee to process such a release of that mortgagee's mortgage lien that Purchaser, in its sole discretion, deems to be excessive.

7. No Change in Character of Property

Seller shall not change the existing character of the land or alter, remove, destroy or change any improvement located on the property described in Exhibit A. If, prior to the date on which possession of the subject property is surrendered to Purchaser, the subject property suffers any damage, change, alteration or destruction then, and without regard to the cause thereof, Seller shall restore the subject property to the condition it was in at the time Seller executed this Agreement; in the alternative, Seller may agree to accept the abovementioned purchase price less the costs associated with such restoration. If the Seller refuses to either restore the premises or accept the decreased consideration as aforementioned, then Purchaser, at its option after discovery or notification of such damage, change, alteration or destruction, may terminate and cancel this Agreement upon written notice to Seller.

8. Offer to Sell

If Seller executes this Agreement prior to Purchaser, then this Agreement shall constitute and be an Offer to Sell by Seller that shall remain open for acceptance by Purchaser for a period of 20 days immediately subsequent to the date on which Seller delivers such executed Agreement to Purchaser. Upon Purchaser's acceptance and execution of this Agreement within said period of 20 days, this Agreement shall constitute and be a valid Contract for Sale and Purchase of Real Property that is binding upon the Parties.

9. Designation of Escrow Agent

Seller agrees that Purchaser may designate an escrow agent to act on behalf of the Parties in connection with the consummation and closing of this Agreement.

10. Closing Date

The consummation and closing of this Agreement shall occur at such time and place as the Parties may agree, but no later than 10 days after Purchaser notifies Seller in writing that Purchaser is ready to consummate and close this Agreement. Provided, however, in no event

shall such consummation and closing occur more than 120 days after the last date on which one of the Parties executes this Agreement.

11. Physical Possession of Structures Occupied by Seller

Seller shall surrender physical possession of the land and improvements to Purchaser not later than the date on which Purchaser tenders the purchase price to Seller.

12. Control of Property Occupied by Seller's Tenant(s)

Control of property occupied by Seller's tenant(s) shall be assumed by Purchaser on the date Purchaser tenders the purchase price to Seller. From that date forward, Purchaser shall be entitled to collect and retain as its own funds any and all rental payments thereafter made by such tenant(s). If any rents due under the lease(s) with Seller have been prepaid by Seller's tenant(s), then said prepaid rents shall be prorated to the date on which the purchase price is tendered by Purchaser, and said prepaid rents shall be paid to Seller and Purchaser in accordance with such proration.

13. Binding Agreement

Any and all of the terms, conditions and provisions of this Agreement shall be binding upon and shall inure to the benefit of Seller and Purchaser and their respective heirs, executors, administrators, successors and assigns.

14. Multiple Originals

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.

15. Entire Agreement

This instrument contains the entire agreement between the Parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatsoever, either express or implied, other than herein set forth, shall be binding upon Seller or Purchaser.

16. Amendments and Modifications

No amendment or modification of this Agreement shall be valid or binding upon the Parties unless it is made in writing, cites this Agreement and is signed by Seller and Purchaser.

IN WITNESS WHEREOF, the parties hereto, namely the City of Oregon, Ohio and Larchmont East Apartments, Inc. have executed this Agreement on the date(s) indicated immediately below their respective signatures.

LARCHMONT EAST APARTMENTS, INC.

By: JOE GOODELL
TITLE: Member
Date: 1·20·25

City of Oregon, Ohio

Mayor – Michael Seferian

Nicholas Roman, Finance Director

Melissa Purpura, Law Director

Paul Roman, Director of Public Service

EXHIBIT A

LPA RX 887 T

Rev. 07/09

Ver. Date 03/12/24

PID 118234

PARCEL 34-T
LUC-2-21.72
TEMPORARY EASEMENT FOR THE PURPOSE OF PERFORMING THE WORK NECESSARY TO CONSTRUCT A DRIVE AND PARKING LOT MODIFICATIONS FOR 12 MONTHS FROM DATE OF ENTRY BY THE CITY OF OREGON, LUCAS COUNTY, OHIO

|Surveyor's description of the premises follows|

Situated in the State of Ohio, County of Lucas, City of Oregon, being part of the Southeast Quarter of Section 4, Town 10 South, Range 8 East, out of a parcel of land conveyed to Larchmont East Apartment, Inc. (as of the date of this survey) by deed of record in Microfiche Slide 93-494-D11, and being on the left side of the centerline of right of way of Navarre Avenue (State Route 2) (SR-2) as shown on a centerline survey plat made in March, 2024, for the Ohio Department of Transportation and City of Oregon titled "LUC-2-21.72 – PID 118234" bounded and described as follows:

Commencing, at a 1 inch pin found in a monument box marking the South quarter corner of said Section 4 and being on the centerline of right of way of way of Navarre Avenue (Station 1162+00.64 Navarre Avenue);

Thence North 89 Degrees 06 Minutes 41 Seconds East a distance of 510.06 feet, with the South line of said Section 4 and centerline of right of way of Navarre Avenue to a point (Station 1167+10.70 Navarre Avenue);

Thence North 00 Degrees 53 Minutes 19 Seconds West a distance of 50.00 feet, perpendicular to the South line of said Section 4 and said centerline of right of way line of Navarre Avenue, to the intersection of the Northerly existing right of way line of Navarre Avenue with a line common to said Larchmont parcel and a parcel of land conveyed to Sigma Restaurants, Inc (as of the date of this survey) by deed of record in Instrument Number 20170404-0013906 (Station 1167+10.70, 50.00 feet left Navarre Ave), reference a cross cut found (Station 1167+10.56, 49.87 feet left Navarre Avenue);

Thence South 89 Degrees 06 Minutes 41 Seconds West a distance of 60.00 feet with said Northerly existing right of way line, to its intersection with a line common to said Larchmont parcel and a parcel of land conveyed to D.J.B. Realty Limited (as of the date of this survey) by

deed of record in Microfiche Slide 78-411-C03 (Station 1166+50.70, 50.00 feet left Navarre Avenue), reference a railroad spike found (Station 1166+50.52, 49.82 feet left Navarre Avenue);

Thence North 00 Degrees 59 Minutes 52 Seconds West a distance of 175.00 feet with the line common to said Larchmont and D.J.B. parcels, to an iron pin set on the Northerly proposed right of way line of Kingston Court, said point being the ***True Point of Beginning*** (Station 1166+50.37, 225.00 feet left Navarre Avenue);

1. Thence continuing North 00 Degrees 59 Minutes 52 Seconds West a distance of 5.00 feet with said common line, to a point (Station 1166+50.36, 230.00 feet left Navarre Avenue);

2. Thence North 89 Degrees 06 Minutes 41 Seconds East a distance of 60.00 feet, parallel with and 5.00 feet Northerly of said Northerly proposed right of way line, to a point on the line common to said Larchmont and Sigma parcels (Station 1167+10.36, 230.00 feet left Navarre Avenue);

3. Thence South 00 Degrees 59 Minutes 52 Seconds East a distance of 5.00 feet with the line common to said Larchmont and Sigma parcels, to an iron pin set on the Northerly proposed right of way line of Kingston Court (Station 1167+10.37, 225.00 feet left Navarre Avenue);

4. Thence South 89 Degrees 06 Minutes 41 Seconds West a distance of 60.00 feet with said Northerly proposed right of way line, to the ***True Point of Beginning***.

The above described parcel contains 0.007 acres of land, more or less, of which the present road occupies 0.000 acres leaving a net take of 0.007 acres, more or less, contained within Lucas County Auditor's Permanent Parcel Number 44-20627.

The bearings in this description are for project use only and are based on the Ohio State Plane Coordinate System, North Zone, NAD 83 (2011). Said coordinates originated from GPS observations of selected stations in the Ohio Department of Transportation Virtual Reference Station Network. The portion of the centerline of Navarre Avenue (State Route 2) having a bearing of North 89 Degrees 06 Minutes 41 Seconds East is designated the Basis of Bearing for this description. For complete Survey Parameters and basis of stationing, see the centerline survey plat for this project on record in the Lucas County Recorder's office and the right of way plans on file at the Ohio Department of Transportation District 2 office in Bowling Green, Ohio.

All references to records are to the Lucas County Recorder's Office located in the City of Toledo, Ohio.

EXHIBIT A

LPA RX 887 T

Rev. 07/09

Points referred to as set are ¾ inch diameter x 30 inch long re-bars with a 1½ inch diameter aluminum cap marked "ODOT R/W DGL PS #8029".

The above description is based on a land survey performed from May thru July of 2023, by DGL Consulting Engineers, LLC and was prepared by Ronald J. Lumbrezer, Ohio Professional Surveyor #8029.

Ronald J. Lumbrezer, P.S. #8029
DGL Consulting Engineers, LLC
3455 Briarfield Blvd - Suite E
Maumee, Ohio 43537
34-T

Date: 5/30/24



EXHIBIT A

LPA RX 851 WD

Rev. 06/09

Ver. Date 05/16/24

PID 118234

PARCEL 34-WD
LUC-2-21.72
ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE
IN THE FOLLOWING DESCRIBED PROPERTY
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS
IN THE NAME AND FOR THE USE OF THE
CITY OF OREGON, LUCAS COUNTY, OHIO

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

|Surveyor's description of the premises follows|

Situated in the State of Ohio, County of Lucas, City of Oregon, being part of the Southeast Quarter of Section 4, Town 10 South, Range 8 East, out of a parcel of land conveyed to Larchmont East Apartment, Inc. (as of the date of this survey) by deed of record in Microfiche Slide 93-494-D11, and being on the left side of the centerline of right of way of Navarre Avenue (State Route 2) (SR-2) as shown on a centerline survey plat made in March, 2024, for the Ohio Department of Transportation and City of Oregon titled "LUC-2-21.72 – PID 118234" bounded and described as follows:

Commencing, at a 1 inch pin found in a monument box marking the South quarter corner of said Section 4 and being on the centerline of right of way of way of Navarre Avenue (Station 1162+00.64 Navarre Avenue);

Thence North 89 Degrees 06 Minutes 41 Seconds East a distance of 510.06 feet, with the South line of said Section 4 and centerline of right of way of Navarre Avenue to a point (Station 1167+10.70 Navarre Avenue);

Thence North 00 Degrees 53 Minutes 19 Seconds West a distance of 50.00 feet, perpendicular to the South line of said Section 4 and said centerline of right of way line of Navarre Avenue, to the intersection of the Northerly existing right of way line of Navarre Avenue with a line common to said Larchmont parcel and a parcel of land conveyed to Sigma Restaurants, Inc (as of the date of this survey) by deed of record in Instrument Number 20071004-0059227, said point being the ***True Point of Beginning*** (Station 1167+10.70, 50.00 feet left Navarre Ave), reference a cross cut found (Station 1167+10.56, 49.87 feet left Navarre Avenue);

1. Thence South 89 Degrees 06 Minutes 41 Seconds West a distance of 60.00 feet with said Northerly existing right of way line, to its intersection with a line common to said Larchmont parcel and a parcel of land conveyed to D.J.B. Realty Limited (as of the date of this survey) by deed of record in Microfiche Slide 78-411-C03 (Station 1166+50.70, 50.00 feet left Navarre Avenue), reference a railroad spike found (Station 1166+50.52, 49.82 feet left Navarre Avenue);

2. Thence North 00 Degrees 59 Minutes 52 Seconds West a distance of 175.00 feet with the line common to said Larchmont and D.J.B. parcels, to an iron pin set on the Northerly proposed right of way line of Kingston Court (Station 1166+50.37, 225.00 feet left Navarre Avenue);

3. Thence North 89 Degrees 06 Minutes 41 Seconds East a distance of 60.00 feet with a line being 225.00 feet Northerly of and parallel with the South line of said Section 4 and centerline of right of way line of Navarre Avenue, passing a proposed concrete monument at 20.98 feet, to an iron pin set on the line common to said Larchmont and Sigma Restaurants parcels (Station 1167+10.37, 225.00 feet left Navarre Avenue);

4. Thence South 00 Degrees 59 Minutes 52 Seconds East a distance of 175.00 feet with a line common to said Larchmont and Sigma Restaurant parcels, to the ***True Point of Beginning.***

The above described parcel contains 0.241 acres of land, more or less, of which the present road occupies 0.000 acres leaving a net take of 0.241 acres, more or less, contained within Lucas County Auditor's Permanent Parcel Number 44-20627.

The bearings in this description are for project use only and are based on the Ohio State Plane Coordinate System, North Zone, NAD 83 (2011). Said coordinates originated from GPS observations of selected stations in the Ohio Department of Transportation Virtual Reference Station Network. The portion of the centerline of Navarre Avenue (State Route 2) having a bearing of North 89 Degrees 06 Minutes 41 Seconds East is designated the Basis of Bearing for this description. For complete Survey Parameters and basis of stationing, see the centerline survey plat for this project on record in the Lucas County Recorder's office and the right of way plans on file at the Ohio Department of Transportation District 2 office in Bowling Green, Ohio.

All references to records are to the Lucas County Recorder's Office located in the City of Toledo, Ohio.

EXHIBIT A

LPA RX 851 WD

Rev. 06/09

Points referred to as set are ¾ inch diameter x 30 inch long re-bars with a 1½ inch diameter aluminum cap marked "ODOT R/W DGL PS #8029".

The above description is based on a land survey performed from May thru July of 2023, by DGL Consulting Engineers, LLC and was prepared by Ronald J. Lumbrezer, Ohio Professional Surveyor #8029.

5/30/24
Date:



Ronald J. Lumbrezer, P.S. #8029
DGL Consulting Engineers, LLC
3455 Briarfield Blvd - Suite E
Maumee, Ohio 43537
34-WD

LUC-2-21.72

RIGHT OF WAY AGREEMENT

This Agreement is entered into this 14th Day of January, 2025 by the City of Oregon and Agree Limited Partnership, a Delaware Limited Partnership.

NOW, THEREFORE, in consideration of $5,145.00 and other certain good and valuable consideration to them, to be paid to Agree Limited Partnership, a Delaware Limited Partnership, by the City of Oregon, Agree Limited Partnership, a Delaware Limited Partnership, shall grant to the City of Oregon parcel 49-T as attached for the LUC-2-21.72 Project.

IN WITNESS WHEREOF, the parties set their hands to this agreement in the presence of:

Witness: Sarah Tuttle

Edward A Eickhoff
Name: Edward A. Eickhoff, EVP-Asset Management

Witness:

Name:

Approved by the City of Oregon Council by Ordinance: _____

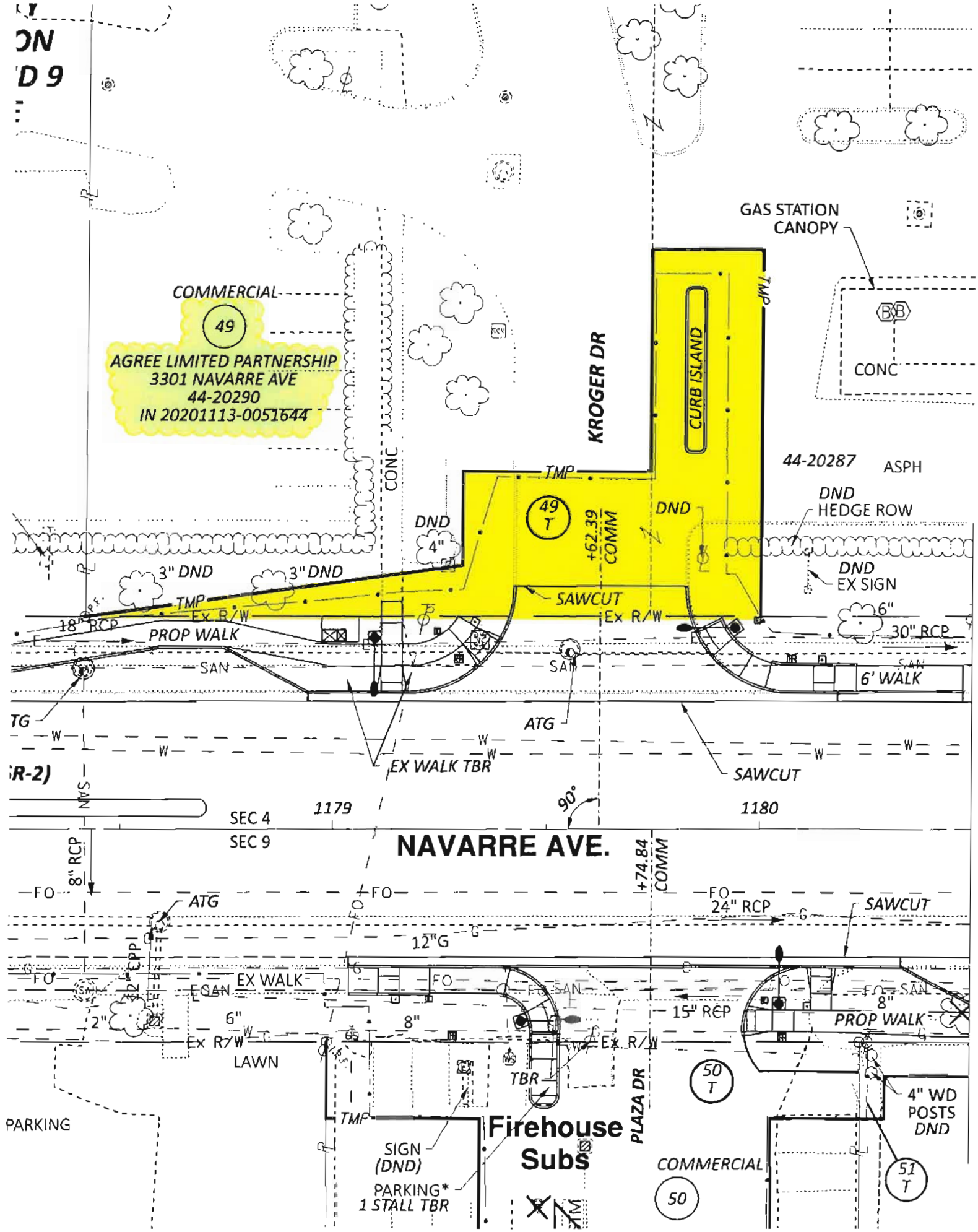
City of Oregon:

Mayor – Michael Seferian

Nicholas Roman, Finance Director

Melissa Purpura, Law Director

Paul Roman, Director of Public Service


GAS STATION CANOPY
COMMERCIAL
49
AGREE LIMITED PARTNERSHIP
3301 NAVARRE AVE
44-20290
IN 20201113-0051644
KROGER DR
CURB ISLAND
TMP
CONC
44-20287
ASPH
DND
HEDGE ROW
DND
EX SIGN
49 T
+62.39 COMM
DND
4"
3" DND
3" DND
TMP
Ex R/W
18" RCP
PROP WALK
SAWCUT
Ex R/W
6"
30" RCP
SAN
6' WALK
TG
ATG
EX WALK TBR
SAWCUT
SEC 4
SEC 9
1179
90°
1180
NAVARRE AVE.
+74.84 COMM
8" RCP
FO
ATG
24" RCP
SAWCUT
12" G
EX WALK
2"
6"
8"
Ex R/W
LAWN
15" RCP
8"
PROP WALK
TBR
50 T
4" WD POSTS DND
PARKING
TMP
SIGN (DND)
PARKING*
1 STALL TBR
Firehouse Subs
PLAZA DR
COMMERCIAL
50
51 T

LPA RE 807
Rev. 10/2017

TE
LPA

TEMPORARY EASEMENT

Agree Limited Partnership, a Delaware limited partnership, the Grantor(s), in consideration of the sum of $5,145.00, to be paid by City of Oregon, Ohio, the Grantee, does grant to Grantee the temporary easement(s) to non-exclusively occupy and use for the purposes mentioned in Exhibit A the following described real estate:

PARCEL(S): 049-T

LUC-2-21.72

SEE EXHIBIT A ATTACHED

Lucas County Current Tax Parcel No. 44-20290; 44-20287
Prior Instrument Reference: 202011130051644, Lucas County Recorder's Office.

To have and to hold, subject to the terms and conditions herein, the temporary easement(s), for the aforesaid purposes and for the anticipated period of time described below, unto the Grantee, its successors and assigns. Grantee shall coordinate with Grantor and/or Grantor's tenant a mutually agreeable schedule for the performance of work within the easement area which shall in no event impair or impede access to the property on which the easement area is located between the hours of 11:00 a.m. and 9:00 p.m.

The duration of the temporary easement(s) granted to the Grantee is 12 months immediately following the date on which the work described above is first commenced by the

Grantee, or its duly authorized employees, agents, and contractors. All such work shall be performed by properly licensed and insured contractors.

The temporary easement(s) interest granted which is located on private property is being acquired by Grantee for a public

purpose, namely the establishment, construction, reconstruction, widening, repair or maintenance of a public road.

IN WITNESS WHEREOF Agree Limited Partnership, a Delaware limited partnership, has caused its name to be subscribed by Edward A. Eickhoff, its duly authorized Authorized Agent, and its duly authorized agent on the 14th day of January, 2025.

AGREE LIMITED PARTNERSHIP, A
DELAWARE LIMITED PARTNERSHIP

By: Edward A Eickhoff
Name: Edward A. Eickhoff
Title: Executive Vice President - Asset Management

STATE OF Michigan, COUNTY OF Oakland SS:

BE IT REMEMBERED, that on the 14th day of JANUARY, 2025 before me the subscriber, a Notary Public in and for said state and county, personally came the above named Edward A. Eickhoff who acknowledged being the EVP, Asset Mgmt and duly authorized agent of Agree Limited Partnership, a Delaware limited partnership, and who acknowledged the foregoing instrument to be the voluntary act and deed of said entity. No oath or affirmation was administered to Edward A. Eickhoff with regard to the notarial act.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

BETH A. LARSON
NOTARY PUBLIC, STATE OF MI
COUNTY OF MACOMB
MY COMMISSION EXPIRES Nov 5, 2025
ACTING IN COUNTY OF Oakland

NOTARY PUBLIC
My Commission expires: 11-5-2025

This document was prepared by: The City of Oregon Law Director in the name of and for the use by the City of Oregon, Ohio.

EXHIBIT A

LPA RX 887 T

Rev. 07/09

Ver. Date 03/12/24

PID 118234

PARCEL 49-T
LUC-2-21.72
TEMPORARY EASEMENT FOR THE PURPOSE OF PERFORMING THE WORK NECESSARY TO CONSTRUCT A DRIVE, WALK AND CURB ISLAND FOR 12 MONTHS FROM DATE OF ENTRY BY THE CITY OF OREGON, LUCAS COUNTY, OHIO

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Lucas, City of Oregon, being part of the Southeast Quarter of Section 4, Town 10 South, Range 8 East, out of a parcel of land conveyed to Agree Limited Partnership (as of the date of this survey) by deed of record in Instrument Number 20201113-0051644, and being on the left side of the centerline of right of way of Navarre Avenue (State Route 2) (SR-2) as shown on a centerline survey plat made in March, 2024, for the Ohio Department of Transportation and City of Oregon titled "LUC-2-21.72 – PID 118234" bounded and described as follows:

Commencing, at a 1 inch pin found in a monument box marking the Southeast corner of said Section 4 and being the intersection of the centerline of right of way of way of Navarre Avenue with the centerline of right of way line of Coy Road (Station 1188+52.80 Navarre Avenue);

Thence South 89 Degrees 06 Minutes 41 Seconds West a distance of 1011.14 feet with the South line of said Section 4 and centerline of right of way of Navarre Avenue to a point (Station 1178+41.66 Navarre Avenue);

Thence North 00 Degrees 53 Minutes 19 Seconds West a distance of 50.00 feet, perpendicular to the South line of said Section 4 and said centerline of right of way line of Navarre Avenue, to the intersection of the Northerly existing right of way line of Navarre Avenue with a line common to said Agree Limited parcel and a parcel of land conveyed to Republic National, LLC (as of the date of this survey) by deed of record in Instrument Number 20150807-0032641, said point being the ***True Point of Beginning*** (Station 1178+41.66, 50.00 feet left Navarre Ave), reference a ¾" pipe with Bird and Bull plug found (Station 1178+41.55, 50.05 feet left Navarre Avenue);

1. Thence North 81 Degrees 22 Minutes 34 Seconds East a distance of 89.16 feet to a point (Station 1179+30.00, 62.00 feet left Navarre Avenue);

2. Thence North 00 Degrees 53 Minutes 19 Seconds West a distance of 22.00 feet, perpendicular to the South line of said Section 4 and centerline of right of way line of Navarre Avenue, to a point (Station 1179+30.00, 84.00 feet left Navarre Avenue);

3. Thence North 89 Degrees 06 Minutes 41 Seconds East a distance of 43.98 feet, parallel with and 84.00 feet Northerly of the South line of said Section 4 and centerline of right of way line of Navarre Avenue, to a point on an interior parcel line (Station 1179+73.98, 84.00 feet left Navarre Avenue);

4. Thence North 00 Degrees 57 Minutes 16 Seconds West a distance of 52.00 feet with said interior parcel line, to a point (Station 1179+73.92, 136.00 feet left Navarre Avenue);

5. Thence North 89 Degrees 06 Minutes 41 Seconds East a distance of 26.08 feet, parallel with and 136.00 feet Northerly of the South line of said Section 4 and centerline of right of way line of Navarre Avenue, to a point (Station 1180+00.00, 136.00 feet left Navarre Avenue);

6. Thence South 00 Degrees 53 Minutes 19 Seconds East a distance of 86.00 feet, perpendicular to the South line of said Section 4 and centerline of right of way line of Navarre Avenue, to a point on the Northerly existing right of way line of Navarre Avenue (Station 1180+00.00, 50.00 feet left Navarre Avenue);

7. Thence South 89 Degrees 06 Minutes 41 Seconds West a distance of 158.34 feet with said Northerly existing right of way line, to the ***True Point of Beginning***.

The above described parcel contains 0.098 acres of land, more or less, of which the present road occupies 0.000 acres leaving a net take of 0.098 acres, more or less. Of the above described area, 0.047 acres are contained within Lucas County Auditor's Permanent Parcel Number 44-20290 and 0.051 acres are contained within Lucas County Auditor's Permanent Parcel Number 44-20287.

The bearings in this description are for project use only and are based on the Ohio State Plane Coordinate System, North Zone, NAD 83 (2011). Said coordinates originated from GPS observations of selected stations in the Ohio Department of Transportation Virtual Reference Station Network. The portion of the centerline of Navarre Avenue (State Route 2) having a bearing of North 89 Degrees 06 Minutes 41 Seconds East is designated the Basis of Bearing for this description. For complete Survey Parameters and basis of stationing, see the centerline survey plat for this project on record in the Lucas County Recorder's office and the right of way plans on file at the Ohio Department of Transportation District 2 office in Bowling Green, Ohio.

EXHIBIT A

LPA RX 887 T

Rev. 07/09

All references to records are to the Lucas County Recorder's Office located in the City of Toledo, Ohio.

Points referred to as set are ¾ inch diameter x 30 inch long re-bars with a 1½ inch diameter aluminum cap marked "ODOT R/W DGL PS #8029".

The above description is based on a land survey performed from May thru July of 2023, by DGL Consulting Engineers, LLC and was prepared by Ronald J. Lumbrezer, Ohio Professional Surveyor #8029.

Ronald J. Lumbrezer, P.S. #8029
DGL Consulting Engineers, LLC
3455 Briarfield Blvd - Suite E
Maumee, Ohio 43537
49-T

5/30/24
Date:



LUC-2-21.72

RIGHT OF WAY AGREEMENT

This Agreement is entered into this 16th Day of January, 2025, by the City of Oregon and Navarre RE, LLC, an Ohio limited liability company.

NOW, THEREFORE, in consideration of $3,125.00 and other certain good and valuable consideration to them, to be paid to Navarre RE, LLC, an Ohio limited liability company, by the City of Oregon, Navarre RE, LLC, an Ohio limited liability company, shall grant to the City of Oregon parcel 51-T, WA as attached for the LUC-2-21.72 Project.

IN WITNESS WHEREOF, the parties set their hands to this agreement in the presence of:

Witness:

DUKE J. WHEELER

Witness:

RYAN M. MILLER

Approved by the City of Oregon Council by Ordinance: _____

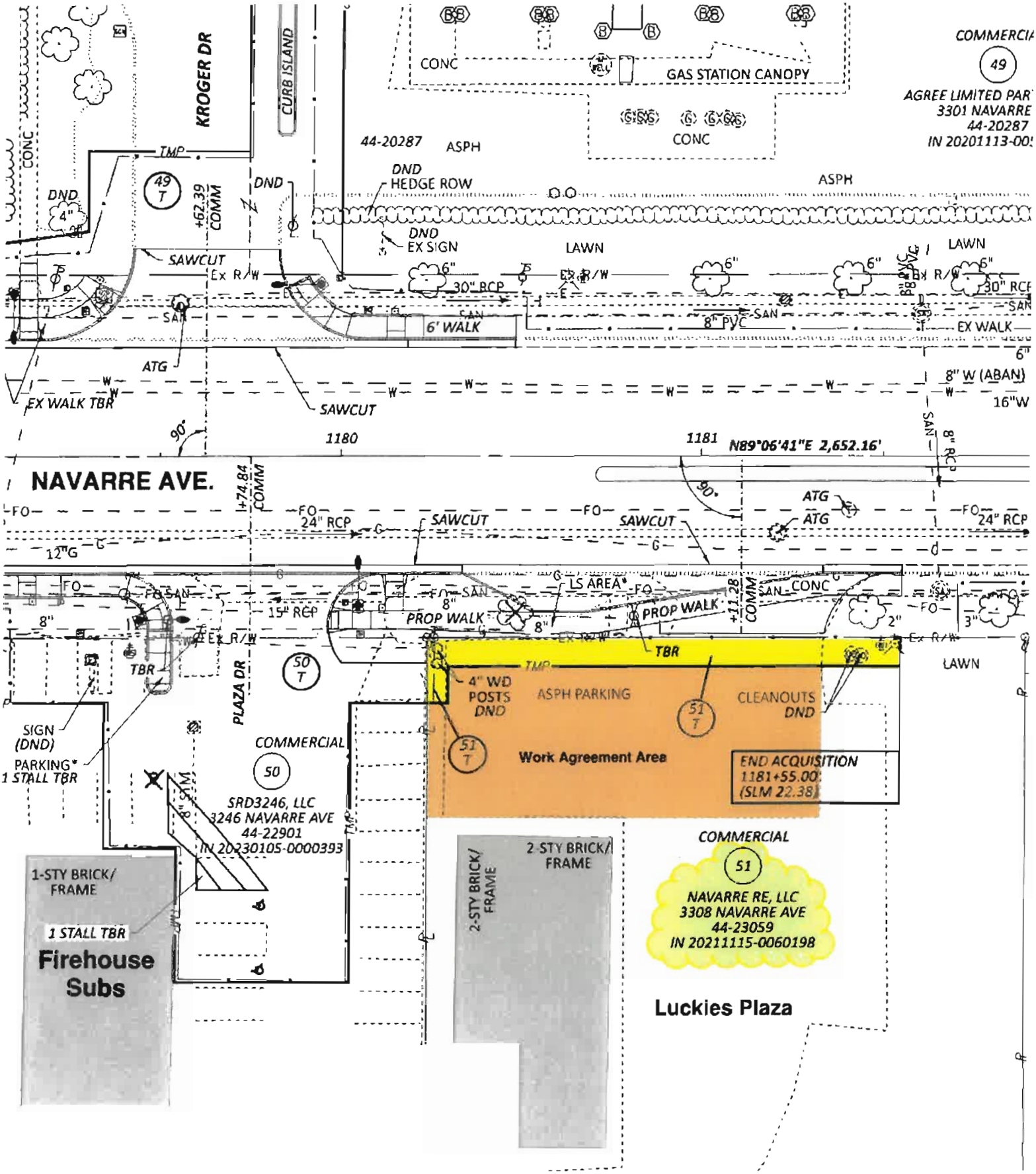
City of Oregon:

Mayor – Michael Seferian

Nicholas Roman, Finance Director

Melissa Purpura, Law Director

Paul Roman, Director of Public Service


KROGER DR
CURB ISLAND
CONC
GAS STATION CANOPY
COMMERCIA
49
AGREE LIMITED PAR
3301 NAVARRE
44-20287
IN 20201113-00
44-20287
ASPH
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Ex R/W
6"
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30" RCP
SAN
6' WALK
8" PVC
SAN
EX WALK
ATG
8" W (ABAN)
EX WALK TBR
SAWCUT
16"W
90°
1180
1181
N89°06'41"E 2,652.16'
NAVARRE AVE.
+74.84 COMM
FO
24" RCP
SAWCUT
SAWCUT
ATG
ATG
24" RCP
12" G
FO
FO SAN
8"
15" RCP
8"
PROP WALK
8"
PROP WALK
LS AREA
FO
+11.28 COMM
SAN
CONC
FO
2"
3"
Ex R/W
TBR
TBR
TMP
LAWN
4" WD POSTS DND
ASPH PARKING
CLEANOUTS DND
51 T
51 T
Work Agreement Area
END ACQUISITION
1181+55.00
(SLM 22.38)
SIGN (DND)
PARKING*
1 STALL TBR
PLAZA DR
50 T
COMMERCIAL
50
SRD3246, LLC
3246 NAVARRE AVE
44-22901
IN 20230105-0000393
8" SLM
TMP
COMMERCIAL
51
NAVARRE RE, LLC
3308 NAVARRE AVE
44-23059
IN 20211115-0060198
1-STY BRICK/ FRAME
1 STALL TBR
Firehouse Subs
2-STY BRICK/ FRAME
2-STY BRICK/ FRAME
Luckies Plaza

TEMPORARY EASEMENT

Navarre RE LLC., an Ohio Limited Liability Company, the Grantor(s), in consideration of the sum of $3,125.00, to be paid by City of Oregon, Ohio, the Grantee do grant to Grantee the temporary easement(s) to exclusively occupy and use for the purposes mentioned in Exhibit A the following described real estate:

PARCEL(S): 051-T

LUC-2-21.72

SEE EXHIBIT A ATTACHED

Lucas County Current Tax Parcel No. 44-23059
Prior Instrument Reference: 202111150060198, Lucas County Recorder's Office.

To have and to hold the temporary easement(s), for the aforesaid purposes and for the anticipated period of time described below, unto the Grantee, its successors and assigns.

The duration of the temporary easement(s) granted to the Grantee is 12 months immediately following the date on which the work described above is first commenced by the Grantee, or its duly authorized employees, agents, and contractors.

The temporary easement(s) interest granted is being acquired by Grantee for a public purpose, namely the establishment, construction, reconstruction. widening, repair or maintenance of a public road.

IN WITNESS WHEREOF Navarre RE LLC., An Ohio Limited Liability Company has caused its name to be subscribed by Duke J. Wheeler and Ryan M. Miller, its duly authorized Members, and its duly authorized agent on the 17 day of January, ~~2024~~ 2025

NAVARRE RE LLC., AN OHIO LIMITED LIABILITY COMPANY

By: DUKE J. WHEELER, MEMBER

BY: RYAN M. MILLER, MEMBER

STATE OF OHIO, COUNTY OF LUCAS SS:

BE IT REMEMBERED, that on the 17th day of January, ~~2024~~ 2025, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Duke J. Wheeler and Ryan M. Miller, who acknowledged being the Members and duly authorized agent of Navarre Re Llc., An Ohio Limited Liability Company, and who acknowledged the foregoing instrument to be the voluntary act and deed of said entity. No oath or affirmation was administered to Duke J. Wheeler and Ryan M. Miller with regard to the notarial act.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

Charlotte M Jones
Notary Public
State of Ohio
My Commission Expires
June 22, 2027

NOTARY PUBLIC
My Commission expires: 6/22/2027

This document was prepared by: The City of Oregon Law Director in the name of and for the use by the City of Oregon, Ohio.

EXHIBIT A

LPA RX 887 T

Rev. 07/09

Ver. Date 03/12/24

PID 118234

PARCEL 51-T
LUC-2-21.72
TEMPORARY EASEMENT FOR THE PURPOSE OF PERFORMING THE WORK NECESSARY TO CONSTRUCT A DRIVE AND PARKING LOT REPAIRS FOR 12 MONTHS FROM DATE OF ENTRY BY THE CITY OF OREGON, LUCAS COUNTY, OHIO

|Surveyor's description of the premises follows|

Situated in the State of Ohio, County of Lucas, City of Oregon, being part of the Northeast Quarter of Section 9, Town 10 South, Range 8 East, out of a parcel of land conveyed to Navarre RE, LLC (as of the date of this survey) by deed of record in Instrument Number 20211115-0060198, and being on the right side of the centerline of right of way of Navarre Avenue (State Route 2) (SR-2) as shown on a centerline survey plat made in March, 2024, for the Ohio Department of Transportation and City of Oregon titled "LUC-2-21.72 – PID 118234" bounded and described as follows:

Commencing, at a 1 inch pin found in a monument box marking the Northeast corner of said Section 9 and being the intersection of the centerline of right of way of way of Navarre Avenue with the centerline of right of way line of Coy Road (Station 1188+52.80 Navarre Avenue);

Thence South 89 Degrees 06 Minutes 41 Seconds West a distance of 828.69 feet with the North line of said Section 9 and centerline of right of way of Navarre Avenue to a point (Station 1180+24.11 Navarre Avenue);

Thence South 00 Degrees 53 Minutes 19 Seconds East a distance of 50.00 feet, perpendicular to the North line of said Section 9 and said centerline of right of way line of Navarre Avenue, to the intersection of the Southerly existing right of way line of Navarre Avenue with a line common to said Navarre RE parcel and a parcel of land conveyed to SRD3246, LLC (as of the date of this survey) by deed of record in Instrument Number 20230105-0000393, said point being the ***True Point of Beginning*** (Station 1180+24.11, 50.00 feet right Navarre Ave), reference a ¾ inch pin with an ODOT R/W cap found (Station 1180+23.99, 49.93 feet right Navarre Avenue);

1. Thence North 89 Degrees 06 Minutes 41 Seconds East a distance of 130.89 feet with said Southerly existing right of way line to a point (Station 1181+55.00, 50.00 feet right Navarre Avenue);

2. Thence South 00 Degrees 53 Minutes 19 Seconds East a distance of 8.00 feet, perpendicular to the North line of said Section 9 and centerline of right of way line of Navarre Avenue, to a point (Station 1181+55.00, 58.00 feet right Navarre Avenue);

3. Thence South 89 Degrees 06 Minutes 41 Seconds West a distance of 125.00 feet, parallel with and 58.00 feet Southerly of the North line of said Section 9 and centerline of right of way line of Navarre Avenue, to a point (Station 1180+30.00, 58.00 feet right Navarre Avenue);

4. Thence South 00 Degrees 53 Minutes 19 Seconds East a distance of 10.00 feet, perpendicular to the North line of said Section 9 and centerline of right of way line of Navarre Avenue, to a point (Station 1180+30.00, 68.00 feet right Navarre Avenue);

5. Thence South 89 Degrees 06 Minutes 41 Seconds West a distance of 5.85 feet, parallel with and 68.00 feet Southerly of the North line of said Section 9 and centerline of right of way line of Navarre Avenue, to a point on the line common to said Navarre RE and SRD3246 parcels (Station 1180+24.15, 68.00 feet right Navarre Avenue);

6. Thence North 01 Degrees 00 Minutes 53 Seconds West a distance of 18.00 feet with the line common to said Navarre RE and SRD3246 parcels, to the ***True Point of Beginning***.

The above described parcel contains 0.025 acres of land, more or less, of which the present road occupies 0.000 acres leaving a net take of 0.025 acres, more or less, contained within Lucas County Auditor's Permanent Parcel Number 44-23059.

The bearings in this description are for project use only and are based on the Ohio State Plane Coordinate System, North Zone, NAD 83 (2011). Said coordinates originated from GPS observations of selected stations in the Ohio Department of Transportation Virtual Reference Station Network. The portion of the centerline of Navarre Avenue (State Route 2) having a bearing of North 89 Degrees 06 Minutes 41 Seconds East is designated the Basis of Bearing for this description. For complete Survey Parameters and basis of stationing, see the centerline survey plat for this project on record in the Lucas County Recorder's office and the right of way plans on file at the Ohio Department of Transportation District 2 office in Bowling Green, Ohio.

All references to records are to the Lucas County Recorder's Office located in the City of Toledo, Ohio.

Points referred to as set are ¾ inch diameter x 30 inch long re-bars with a 1½ inch diameter aluminum cap marked "ODOT R/W DGL PS #8029".

EXHIBIT A

LPA RX 887 T

Rev. 07/09

The above description is based on a land survey performed from May thru July of 2023, by DGL Consulting Engineers, LLC and was prepared by Ronald J. Lumbrezer, Ohio Professional Surveyor #8029.

Ronald J. Lumbrezer, P.S. #8029
DGL Consulting Engineers, LLC
3455 Briarfield Blvd - Suite E
Maumee, Ohio 43537
51-T

Date: 5/30/24



WORK AGREEMENT

by and between

NAVARRE RE, LLC., AN OHIO LIMITED LIABILITY COMPANY

and

CITY OF OREGON

Navarre RE, LLC., an Ohio Limited Liability Company, the owner(s) of the property located at 3308 Navarre Avenue, Oregon, Ohio 43616 situated in Lucas County, Ohio ["Owner"] in consideration of there being no costs, assessments, or other expenses to Owner for the work hereinafter described, hereby authorizes the City of Oregon, and its duly authorized employees, agents, and contractors to enter upon said property for the purposes of performing the work described in Exhibit 1 attached hereto and by this reference incorporated herein.

This authority to enter granted to City of Oregon shall commence on February 25, 2025 and will terminate on July 31, 2026.

The work described in Exhibit 1 shall be performed in accordance with the plans and specifications prepared by City of Oregon for the construction and/or improvement of LUC-2-21.72.

Owner hereby releases City of Oregon and its employees from any and all damages or claims for damages resulting by reason of the above described work and operations, excepting those arising from said plans and specifications. It is understood that any contractor engaged for the purposes described above is an *Independent Contractor*, and is solely responsible for any and all damages or claims for damages arising from any conduct not within the control of City of Oregon.

It is further understood that City of Oregon assumes no obligation for the maintenance of any area outside the limits of the permanent right of way.

Any and all of the terms, conditions and provisions of this Agreement shall be binding upon and shall inure to the benefit of Owner and City of Oregon and their respective heirs, executors, administrators, successors and assigns.

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.

No amendment or modification of this Agreement shall be valid or binding upon the parties unless it is made in writing, cites this Agreement, and is signed by Owner and City of Oregon.

IN WITNESS WHEREOF, the parties hereto, namely the City of Oregon and Navarre RE, LLC., an Ohio Limited Liability Company have executed this Agreement on the date(s) indicated immediately below their respective signatures.

NAVARRE RE, LLC., OHIO LIMITED LIABILITY COMPANY

By: DUKE J. WHEELER
MEMBER
Date: 1-17-25

By: RYAN M. MILLER
MEMBER
Date: 1-16 2025

City of Oregon, Ohio

Paul Roman
Director of Public Service

Date:

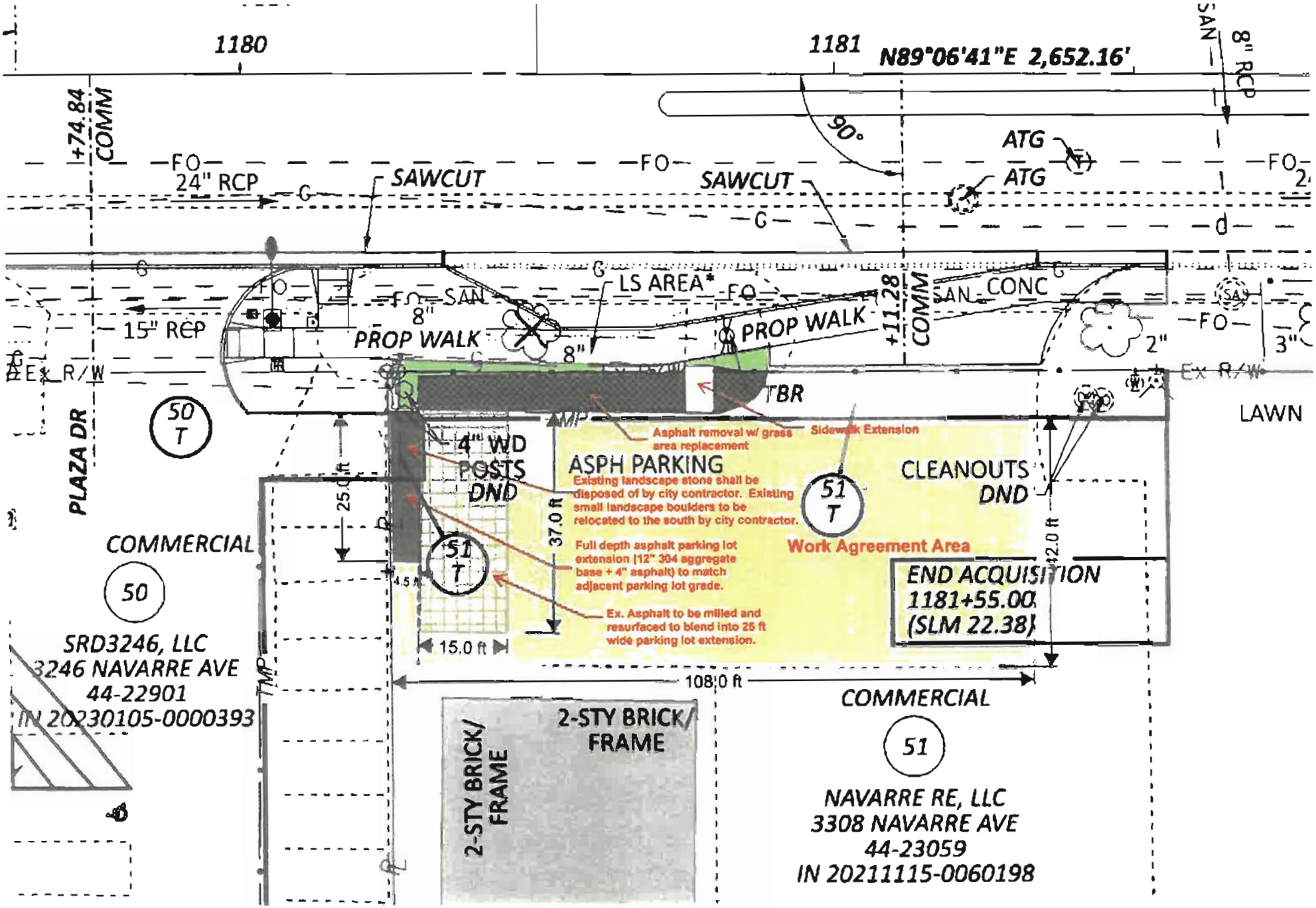

1180
1181
N89°06'41"E 2,652.16'
+74.84 COMM
24" RCP
SAWCUT
SAWCUT
ATG
ATG
90°
8" RCP
LS AREA*
+11.28 COMM
SAN CONC
15" RCP
PROP WALK
PROP WALK
8"
8"
2"
3"
Ex R/W
Ex R/W
TBR
LAWN
PLAZA DR
50
T
4" WD POSTS DND
ASPH PARKING
Asphalt removal w/ grass area replacement
Sidewalk Extension
Existing landscape stone shall be disposed of by city contractor. Existing small landscape boulders to be relocated to the south by city contractor.
Full depth asphalt parking lot extension (12" 304 aggregate base + 4" asphalt) to match adjacent parking lot grade.
Ex. Asphalt to be milled and resurfaced to blend into 25 ft wide parking lot extension.
Work Agreement Area
CLEANOUTS DND
END ACQUISITION
1181+55.00
(SLM 22.38)
51
T
25.0 ft
37.0 ft
42.0 ft
4.5 ft
15.0 ft
108.0 ft
COMMERCIAL
50
SRD3246, LLC
3246 NAVARRE AVE
44-22901
IN 20230105-0000393
TMP
2-STY BRICK/ FRAME
2-STY BRICK/ FRAME
COMMERCIAL
51
NAVARRE RE, LLC
3308 NAVARRE AVE
44-23059
IN 20211115-0060198

Exhibit 1



Within the work agreement area, the City of Oregon and it's Contractor will replace the gravel and boulders in between the two parcels with asphalt. The gravel and asphalt will be removed by the contractor. The proposed paved asphalt have a 12" 304 aggregate base with 4" of asphalt to match adjacent parking lot grade.

Ordinance No. - 2025

A Resolution Of The City of Oregon, Lucas County, Ohio, Supporting The Ohio Commission For The United States Semiquincentennial (AMERICA 250-OH)

Summary And Background

The Ohio legislature and the Governor created AMERICA 250-OH in 2021 to plan, encourage, develop and coordinate the commemoration of the 250th anniversary of the United States and Ohio's integral role in that event and the role of its people in the nation's past, present and future.

AMERICA 250-OH hopes to engage ALL Ohioans and ALL 88 counties through their many signatures and officially recognized programs, projects, and events over the next several years by inspiring future leaders and celebrating all Ohioans contributions to the nation over the last 250 years.

By adoption of this AMERICA 250-OH Resolution, we hope to educate, preserve, innovate, and celebrate. **Now, Therefore,**

Be It Ordained By The Council Of The City Of Oregon, Ohio, That:

Section 1. The City of Oregon hereby endorses AMERICA 250- OH and their mission to educate, preserve, innovate, and celebrate every Ohioan in every county.

Section 2. It is further resolved that a copy of this Resolution be sent to the Municipal legislative delegation and AMERICA250-OH Commission.

Section 3. The City of Oregon finds and determines that all formal actions of this City concerning and relating to the adoption of this Resolution were taken in an open meeting of the City of Oregon and that all deliberations of this City and any of its committees that resulted in those formal actions were in meetings open to the public, in compliance with all legal requirements.

Section 4. This Resolution shall be in full force and effect from and immediately upon its adoption.

Vote on passage: Yeas_____ Nays_____ Abs._____

Passed on:

_____
President of Council

Attest: Approved:

_____ _____ _____ _____
Clerk of Council Mayor

America 250-Ohio Grants program
Fall 2024

The countdown is on to the 250th anniversary of the United States, and Ohio is getting ready!

The Ohio Commission for the United States Semiquincentennial (America 250-Ohio) is launching a new round of grants specifically for locally-designated "America 250-Ohio Communities." These grants will assist with activities being planned at the county, city, village and township levels.

Not yet an America 250-Ohio Community? Please ensure your community is designated prior to December 31, 2024, to be eligible for these grants of up to $5,000. Every grant application **must** include a letter of support from the local government entity (village, township, city, or county). To learn more about your local community being designated as an "America 250-Ohio Community," please visit https://america250-ohio.org/communities.

What we're looking for:
Please note this grant cycle is different from the two previous America 250-Ohio grant opportunities. The Commission is looking for activities that are aligned with and complementary to America 250-Ohio programs and projects described below.

This third round of grants will focus on two broad categories - **Storytelling** and **Education** (*Next Generation Citizens*).

The goal of this round of grants is to fund local activations that are supplemental to the programs that America 250-Ohio is producing statewide and to further the reach of America 250-Ohio-related educational programming more broadly into all 88 Ohio counties. Ohio Humanities is partnering with America 250-Ohio to help manage the grants program and assist applicants as needed.

Criteria for consideration:

- Awardees must be a registered AM250-OH Community by December 31, 2024.
    - For instructions on how to become a registered community please visit our website at https://america250-ohio.org/communities.
- Projects should align to one or both of two specific categories:
    - **Storytelling**
    - **Education** (what America 250-Ohio calls *Next Generation Citizens*)
- Greater consideration will be given to smaller communities and counties that did not receive funding in either of the first two America 250-Ohio grant cycles.
- Period of Performance: April 1, 2025, through August 31, 2026
- One grant application per community. If there are multiple organizations within a community that would like to apply for a grant, we encourage developing a single

collaborative application. The application must include a letter from the local government entity in support of the project.

- The applicant may be the local government entity applying or a nonprofit organization in good standing that is involved in the grant project.

Grant amounts:

- Grants in the amount of $5,000 will be awarded to up to 55 communities.
- A total of $250,000 - $275,000 is expected to be awarded.
- Matching funds are not required.

Storytelling Initiative Activations:

- Heritage Trees

  The Heritage Trees activation encourages communities to plant trees that symbolize local history and culture. Each tree becomes a living monument, with plaques or QR codes providing stories about significant events, people, or traditions associated with that location. This initiative fosters environmental stewardship while deepening connections to local heritage, ensuring that these stories live on for future generations.

- Honoring Veterans

  This activation pays tribute to all veterans by collecting and sharing their stories, organizing events, and creating memorials that highlight their contributions. Communities can host ceremonies, establish markers, and involve local schools in learning about and preserving the legacy of those who served. The goal is to ensure that the sacrifices and heroism of veterans are never forgotten.

- Honoring Revolutionary War Veterans

  Focused on Revolutionary War veterans, this activation involves researching and sharing the stories of those who fought for America's independence. It encourages communities to identify and commemorate gravesites, host re-enactments, and create educational programs that teach the historical significance of these individuals. This ensures these patriots' pivotal roles in shaping the nation are remembered.

- Telling Local History Stories (including little-known or under-told stories)

  This activation seeks to uncover and celebrate lesser-known or under-told stories from local history. Communities are encouraged to document and share these narratives through various mediums, including exhibits, digital archives, or storytelling events. By spotlighting diverse and overlooked aspects of local heritage, this initiative enriches the broader understanding of community identity.

- 12 Monthly Themes for 2026

The 12 Monthly Themes activation offers a structured way to engage communities in storytelling throughout the year with the designated America 250-Ohio Themes. Each month focuses on a different theme related to local or national history, encouraging events, educational programs, and public displays. This consistent, thematic approach helps keep history alive and relevant, fostering continuous community engagement. For more information about each of the themes, please visit our website: https://america250-ohio.org/2026-celebration-themes/.

Next Generation Citizens Initiative Activations:

- Judicial/Judiciary Process Exploration

  The Judicial/Judiciary Process Exploration activation encourages communities to provide students with an in-depth understanding of the justice system and landmark court cases related to Ohio. Through interactive experiences like mock trials, courthouse tours, and discussions with legal professionals, students learn about the judicial process and its significance in a democratic society. This initiative aims to develop informed citizens who understand and appreciate the rule of law.

- iCivics Ohio Programming

  iCivics Ohio activation encourages communities to integrate digital civic education tools into classrooms, helping students learn about government, citizenship, and democracy in an engaging way. Through interactive games, lesson plans, and activities, students explore the workings of the government and their role as citizens. This initiative empowers the next generation to actively participate in civic life with a strong foundation in civics.

- Service-Learning

  The Service-Learning activation encourages communities to connect academic learning with community service, allowing students to apply their knowledge in real-world contexts. By participating in projects that address community needs, students develop leadership, critical thinking, and civic responsibility. This initiative bridges the gap between education and community engagement, fostering a sense of citizenship and social responsibility among students.

- History Pass (open to students of any grade)

  The History Pass activation encourages communities to provide students with opportunities to explore historical sites and museums, enhancing their understanding of history through experiential learning. Open to students of all grades, this activation offers things like free or discounted access to historical locations and virtual field trips.

- Founding Documents (Northwest Ordinance, Declaration of Independence, U.S. Constitution)

  The Founding Documents activation encourages communities to focus on educating students about the key texts that shaped American democracy, including the Northwest Ordinance, Declaration of Independence, and U.S. Constitution. Through activities such as interactive lessons, debates, and primary source analysis, students gain a deep understanding of the principles and values that underpin the nation. This initiative promotes civic literacy and an appreciation for the foundational ideas of American government.

Grant Timeline:

- Application Open: October 15, 2024
- Grants Webinar: October 28, 2024 at noon (will be recorded)
- Application Close: January 31, 2025
- Grant Award Announcements: March 31, 2025
- Period of Performance: April 1, 2025 – August 31, 2026
- Final Report Due from Grant Recipients: September 30, 2026

For questions, please contact our partners at Ohio Humanities:
David Merkowitz: dmerkowitz@ohiohumanities.org
Aaron Rovan: arovan@ohiohumanities.org

NOTICE TO LEGISLATIVE AUTHORITY

OHIO DIVISION OF LIQUOR CONTROL
6606 TUSSING ROAD, P.O. BOX 4005
REYNOLDSBURG, OHIO 43068-9005
(614)644-2360 FAX(614)644-3166

TO

65215099025 PERMIT NUMBER	TREX TYPE	OHIO SPRINGS INC DBA SHEETZ 2740 NAVARRE AVE OREGON OH 43616
10 01 2024 ISSUE DATE		
12 02 2024 FILING DATE		
C1 C2 PERMIT CLASSES		
48 055 A F32667 TAX DISTRICT RECEIPT NO		

FROM 01/02/2025

65215090040 PERMIT NUMBER	TYPE	OHIO SPRINGS INC DBA SHEETZ CONVENIENCE STORE 9745 SR14 STREETSBORO OHIO 44241
10 01 2024 ISSUE DATE		
12 02 2024 FILING DATE		
C1 C2 PERMIT CLASSES		
67 091 TAX DISTRICT RECEIPT NO		

MAILED 1/9/2025 ~~01/02/2025~~ tct

RESPONSES MUST BE POSTMARKED NO LATER THAN. 2/9/2025 ~~02/03/2025~~ tct

IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.

REFER TO THIS NUMBER IN ALL INQUIRIES A TREX 6521509-9025
(TRANSACTION # NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT THE HEARING BE HELD ☐ IN OUR COUNTY SEAT. ☐ IN COLUMBUS.

WE DO NOT REQUEST A HEARING. ☐
DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE

(Signature) (Title)- ☐ Clerk of County Commissioner (Date)
☐ Clerk of City Council
☐ Township Fiscal Officer

CLERK OF OREGON CITY COUNCIL
5330 SEAMAN RD
OREGON OHIO 43616

CITY of OREGON
5330 SEAMAN ROAD
OREGON, OHIO 43616-2633
www.oregonohio.org

CITY COUNCIL MEMBERS:
TERRY REEVES, PRESIDENT
BETH ACKERMAN
PAUL R. DRAKE III
STEVE HORNYAK
KATHLEEN POLLAUF
STEVEN R SALANDER
DENNIS WALENDZAK

PHONE 419-698-7108
FAX 419-698-7163

Clerk of Council
Cassy Rawson

MEMO

To: Police Chief Brandon Begin
Fire Chief Clayton O'Brien
Finance Director Nick Roman
Commissioner of Building & Zoning Steven Shrake
Tax Commissioner Julie Hartford

Copy: Mayor Michael J. Seferian
Members of Council
City Administrator Joel Mazur

From: Cassy Rawson, Clerk of Council CR

Subject: Liquor Permit TREX

Date: January 21st, 2025

Please review the attached document for a liquor permit transfer:

To: OHIO SPRINGS INC
DBA SHEETZ
2740 NAVARRE AVENUE
OREGON OHIO 43616

From: OHIO SPRINGS INC
DBA SHEETZ CONVEIENCE STORE
9745 SR 14
STREETSBORO OHIO 44241

Kindly submit your comments to me regarding this liquor permit no later than **Thursday, January 23rd, 2025,** so that the request may be submitted to Council for action at their regular meeting on **Monday, January 27th, 2025.**

Thank you.

TREE CITY USA

CITY of OREGON

5330 SEAMAN ROAD
OREGON, OHIO 43616-2633
www.oregonohio.org

CITY COUNCIL MEMBERS:

TERRY REEVES, PRESIDENT
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PAUL R. DRAKE III
STEVE HORNYAK
KATHLEEN POLLAUF
STEVEN R SALANDER
DENNIS WALENDZAK

PHONE 419-698-7108
FAX 419-698-7163

Clerk of Council
Cassy Rawson

MEMO

BHB 1/21/2025

To: Police Chief Brandon Begin
Fire Chief Clayton O'Brien
Finance Director Nick Roman
Commissioner of Building & Zoning Steven Shrake
Tax Commissioner Julie Hartford

Copy: Mayor Michael J. Seferian
Members of Council
City Administrator Joel Mazur

From: Cassy Rawson, Clerk of Council

Subject: Liquor Permit TREX

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Clerk of Council
Cassy Rawson

MEMO

To: Police Chief Brandon Begin
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Members of Council
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TREE CITY USA

CITY of OREGON
5330 SEAMAN ROAD
OREGON, OHIO 43616-2633
www.oregonohio.org

FINANCE DEPARTMENT

MICHAEL J. SEFERIAN, MAYOR
Phone (419) 698-7045
Fax (419) 691-0241
mseferian@ci.oregon.oh.us

JOEL L. MAZUR
City Administrator
Phone (419) 698-7095
Fax (419) 690-7305

NICHOLAS ROMAN
Finance Director
Phone (419) 698-7092
Fax (419) 691-6303

To: Clerk of Council, Cassy Rawson

Copy: Mayor Michael J. Seferian
Members of Council
City Administrator Joel Mazur
Police Chief Brandon Begin
Fire Chief Clayton O'Brien
Commissioner of Building & Zoning, Steven Shrake
Tax Commissioner Julie Hartford

From: Angelique Sheehan, Deputy Finance Director
Thru: Nick Roman, Finance Director NCR

Subject: Liquor Permit TREX

TO:
OHIO SPRINGS INC
DBA SHEETZ
2740 NAVARRE AVENUE
OREGON, OH. 43616

FROM:
OHIO SPRINGS INC
DBA SHEETZ CONVEIENCE STORE
9745 SR 14
STREETSBORO, OHIO 44241

Date: January 21, 2025

Currently the Finance Department has no objection to this permit transfer.

Angelique Sheehan
Deputy Finance Director

CITY of OREGON
5330 SEAMAN ROAD
OREGON, OHIO 43616-2633
www.oregonohio.org

CITY COUNCIL MEMBERS:
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STEVEN R SALANDER
DENNIS WALENDZAK

PHONE 419-698-7108
FAX 419-698-7163

Clerk of Council
Cassy Rawson

MEMO

To: Police Chief Brandon Begin
Fire Chief Clayton O'Brien
Finance Director Nick Roman
Commissioner of Building & Zoning Steven Shrake No Objection - S.
Tax Commissioner Julie Hartford

Copy: Mayor Michael J. Seferian
Members of Council
City Administrator Joel Mazur

From: Cassy Rawson, Clerk of Council

Subject: Liquor Permit TREX

Date: January 21st, 2025

Please review the attached document for a liquor permit transfer:

To: OHIO SPRINGS INC
DBA SHEETZ
2740 NAVARRE AVENUE
OREGON OHIO 43616

From: OHIO SPRINGS INC
DBA SHEETZ CONVEIENCE STORE
9745 SR 14
STREETSBORO OHIO 44241

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Thank you.

TREE CITY USA

CITY of OREGON

5330 SEAMAN ROAD
OREGON, OH 43616-2633
www.oregonohio.org

MICHAEL J SEFERIAN, MAYOR
Phone (419) 698-7045
Fax (419) 691-0241
mseferian@ci.oregon.oh.us

JOEL MAZUR
City Administrator
Phone: 419/698-7095
Fax: 419/690-7305

JULIE HARTFORD
Tax Administrator
Phone (419) 698-7034
incometax@oregonohio.org

To: Clerk of Council, Cassie Rawson

Copy: Mayor Michael J. Seferian
Members of Council
City Administrator Joel Mazur
Police Chief Brandon Begin
Fire Chief Clayton O'Brien
Finance Director Nicholas Romano
Commissioner of Building & Zoning, Steve Shrake

From: Julie Hartford, Tax Administrator

Subject: Liquor Permit Transfer:

TO:	**FROM:**
OHIO SPRINGS INC	OHIO SPRINGS INC
dba SHEETZ	dba SHEETZ CONVENIENCE STORE
2740 NAVARRE AVE	9745 SR 14
OREGON, OH 43616	STREETSBORO, OH 44241

Date: January 22, 2025

At this time, the Income Tax Department has no objections to this new permit.

Julie Hartford

Julie Hartford
Tax Administrator