

# Ordinance No. \_\_\_\_\_

## AN ORDINANCE RATIFYING THE CONVEYANCE OF MUNICIPAL PROPERTY LOCATED AT QUALITY DRIVE TO THE COMMUNITY IMPROVEMENT CORPORATION AND DECLARING AN EMERGENCY

**WHEREAS**, Council authorized the conveyance of park property on Quality Drive to the Community Improvement Corporation ("CIC") in Ordinance No. 8352 on November 9, 2021; and,

**WHEREAS**, Rule 25 of the Rules of Conduct and Procedure ("Rules") permit Council to "confer authority to execute...contracts by ratification of prior acts of Council"; and,

**WHEREAS**, since the passage of Ordinance No. 8352, a new Council term took effect requiring the ratification of all prior-authorized contracts; and,

**WHEREAS**, the parties remain willing to proceed with the transfer in the interest of promoting economic development within the municipal boundaries;

**Now therefore**, be it enacted by the Council of the Municipality of Defiance, Ohio, that:

**Section 1:** Pursuant to Rule 25 of the Rules of Conduct and Procedure, Council ratifies Ordinance No. 8352 and authorizes the sale of the property depicted hereto in "Exhibit A."

**Section 2:** The City Administrator is authorized to execute any and all necessary conveyance instruments to effect this transaction.

**Section 3:** The Finance Director is authorized to pay the cost of any title insurance policy, attorney's fees, recording costs, and any other costs associated with this transfer from Line 101-172-52-963000 of the 2022 annual budget.

**Section 4:** It is found and determined that all legislative actions pertaining to the adoption of this Ordinance were taken in Public Session and that all deliberations that affected or influenced any such legislative act, including all deliberations in Committee, were conducted in Public Session or in Executive Session duly convened in accordance with law.

**Section 5:** This Ordinance is declared to be an emergency measure necessary to preserve the health, safety, or welfare of the community for the reason that time is of the essence to close on this property transfer so that the end user can begin construction of its plant operation. As such, this Ordinance shall be effective immediately upon passage by an affirmative vote of not less than five (5) Members of Council and approval of the Mayor.

Passed: \_\_\_\_\_, 2022

\_\_\_\_\_  
President of Council

Votes in Favor of Adoption: \_\_\_\_\_

Votes Opposed to Adoption: \_\_\_\_\_

Attest: \_\_\_\_\_, Clerk

Approved: \_\_\_\_\_, 2022

\_\_\_\_\_  
Mayor

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AUTHORIZING A PURCHASE AGREEMENT AND  
ACCEPTING THE DEDICATION OF RIGHT-OF-WAY TO EXTEND  
COMMERCE DRIVE AND DECLARING AN EMERGENCY**

**WHEREAS**, the City desires to expand Commerce Drive from Carpenter Road to Domersville Road and in order to provide access to the Harmon Business Park of Defiance; and,

**WHEREAS**, Richland Stryker Generation, LLC owns part of the property located the desired right-of-way and is willing to convey 1.037 acres of that property in exchange for payment of \$10,000.00 and one water connection free-of-charge; and,

**WHEREAS**, Section 723.03 of the Ohio Revised Code requires the legislative authority of a municipal corporation to accept and confirm each right-of-way designation *by ordinance*; and,

**WHEREAS**, Council finds that this right-of-way dedication is in the interest of furthering economic development within the City;

**Now therefore**, be it enacted by the Council of the Municipality of Defiance, Ohio, that:

**Section 1:** The dedication of lands contained in the legal description and dedication plat in Exhibits A and B are hereby accepted.

**Section 2:** The City Administrator is authorized to execute the Purchase Agreement and any further documentation to acquire the necessary property interests and to facilitate this right-of-way dedication.

**Section 3:** The Finance Director is authorized to pay the costs identified in Section 1 and any further costs associated with this transfer from Line 403-901-52-979102 of the 2022 annual budget.

**Section 4:** It is found and determined that all legislative actions pertaining to the adoption of this Ordinance were taken in Public Session and that all deliberations that affected or influenced any such legislative act, including all deliberations in Committee, were conducted in Public Session or in Executive Session duly convened in accordance with law.

**Section 5:** This Ordinance is declared to be an emergency measure necessary to preserve the health, safety, or welfare of the community for the reason that the dedication of this right-of-way is necessary to complete Commerce Drive in a timely fashion. As such, this Ordinance shall be effective immediately upon passage by an affirmative vote of not less than five (5) Members of Council and approval of the Mayor.

Passed: \_\_\_\_\_, 2022

\_\_\_\_\_  
President of Council

Votes in Favor of Adoption: \_\_\_\_\_

Votes Opposed to Adoption: \_\_\_\_\_

Attest: \_\_\_\_\_, Clerk

Approved: \_\_\_\_\_, 2022

\_\_\_\_\_  
Mayor

LEGAL DESCRIPTION OF PROPOSED ROAD DEDICATIONS

DEFIANCE HARMON, LLC PARCEL

Situated in the State of Ohio, County of Defiance, City of Defiance and being a part of the Northeast Quarter of Section 18, Town 4 North, Range 5 East, being bounded and described as follows:

COMMENCING at an iron pin found in a monument box found on the centerline of Dommerville Road at the Southeast corner of said Northeast Quarter of Section 18;

- 1. Thence North 88 degrees 45 minutes 06 seconds West for a distance of 1722.00 feet, along the south line of said Northeast Quarter of Section 18, to a point on the existing westerly right of way line of Commerce Drive;
2. Thence North 01 degrees 20 minutes 32 seconds East for a distance of 224.52 feet, along said existing westerly right of way line, to a 5/8 inch capped iron pin set at the TRUE POINT OF BEGINNING;
3. Thence northerly along a curve to the left having a radius of 460.00 feet through a central angle of 30 degrees 17 minutes 17 seconds for an arc length of 243.17 feet, said curve having a chord bearing North 13 degrees 48 minutes 08 seconds West for a distance of 240.35 feet, to a 5/8 inch capped iron pin set at a point of tangency;
4. Thence North 28 degrees 56 minutes 47 seconds West for a distance of 12.87 feet, to a 5/8 inch capped iron pin set on the southeasterly right of way line of the Michigan Southern Railroad;
5. Thence North 61 degrees 03 minutes 13 seconds East for a distance of 21.81 feet, along said southeasterly right of way line, to a 5/8 inch capped iron pin set on the existing westerly right of way line of Commerce Drive;
6. Thence southerly along a curve to the right having a radius of 500.00 feet through a central angle of 25 degrees 57 minutes 30 seconds for an arc length of 226.53 feet, said curve having a chord bearing South 11 degrees 38 minutes 13 seconds East for a distance of 224.60 feet, to a 5/8 inch capped iron pin set at a point of tangency;
7. Thence South 01 degrees 20 minutes 32 seconds West a distance of 35.26 feet, continuing along said existing westerly right of way line, to the POINT OF BEGINNING.

The above described area is contained within Defiance County Auditor's Permanent Parcel Number J05-0018-0-0002-00 and contains a gross area of 0.038 acres more or less.

This description was prepared by Jon D. Bruner, Professional Surveyor Number 7098 of the Mannik & Smith Group, on December 21, 2021.

This description is based on a survey made in 2021 by The Mannik & Smith Group, Inc. under the direction and supervision of Jon D. Bruner, Professional Surveyor Number 7098.

Grantor claims title by Deed Record Volume 421, Page 2618, Defiance County Recorder's office.

The Basis of bearings are relative to grid north of the Ohio State Plane Coordinates, North Zone (3401), NAD 83 (2011) Datum, as established by G.P.S. observations in 2021. Iron pins referred to as "set" are 5/8 inch diameter, 30 inch long re-bar with a 1 inch diameter plastic cap marked "Mannik Smith Group".

JON D. BRUNER, P.S. LICENSED PROFESSIONAL SURVEYOR OHIO LICENSE NO. 7098 DATE: JOB NUMBER: DEFT0034

RICHLAND-STYKER GENERATION LLC PARCEL

Situated in the State of Ohio, County of Defiance, City of Defiance and being a part of the Northeast Quarter of Section 18, Town 4 North, Range 5 East, being bounded and described as follows:

COMMENCING at an iron pin found in a monument box found on the centerline of Dommerville Road at the Southeast corner of said Northeast Quarter of Section 18;

- 1. Thence North 88 degrees 45 minutes 06 seconds West for a distance of 1722.00 feet, along the south line of said Northeast Quarter of Section 18, to a point on the existing westerly right of way line of Commerce Drive;
2. Thence North 01 degrees 20 minutes 32 seconds East for a distance of 224.52 feet, along said existing westerly right of way line, to a 5/8 inch capped iron pin set;
3. Thence northerly along a curve to the left having a radius of 460.00 feet through a central angle of 30 degrees 17 minutes 17 seconds for an arc length of 243.17 feet, said curve having a chord bearing North 13 degrees 48 minutes 08 seconds West for a distance of 240.35 feet, to a 5/8 inch capped iron pin set at a point of tangency;
4. Thence North 28 degrees 56 minutes 47 seconds West for a distance of 12.87 feet, to a 5/8 inch capped iron pin set on the southeasterly right of way line of the Michigan Southern Railroad;
5. Thence North 28 degrees 56 minutes 47 seconds West for a distance of 100.00 feet, across said Michigan Southern Railroad, to a 5/8 inch capped iron pin set on the northwesterly right of way line of said Michigan Southern Railroad, and the TRUE POINT OF BEGINNING;
6. Thence North 28 degrees 56 minutes 47 seconds West for a distance of 27.77 feet, to a 5/8 inch capped iron pin set at a point of curvature;
7. Thence northwesterly along a curve to the left having a radius of 460.00 feet, through a central angle of 59 degrees 25 minutes 13 seconds for an arc length of 477.06 feet, said curve having a chord bearing North 58 degrees 39 minutes 23 seconds West for a distance of 455.96 feet, to a 5/8 inch capped iron pin set on the existing southerly right of way line of Commerce Drive;
8. Thence South 88 degrees 22 minutes 00 seconds East for a distance of 477.81 feet, along said existing southerly right of way line of Commerce Drive, to a 5/8 inch capped iron pin set at the northeasterly corner of the Grantor's parcel;
9. Thence South 01 degrees 18 minutes 07 seconds West a distance of 209.19 feet, along the easterly property line of the Grantor and the westerly property line of a parcel conveyed to George R. Masterson, Trustee by Deed Record Volume 438, Page 2013, to a 5/8 inch capped iron pin set on the northwesterly right of way line of the Michigan Southern Railroad;
10. Thence South 61 degrees 03 minutes 13 seconds West a distance of 80.00 feet, along said northwesterly right of way line, to the POINT OF BEGINNING.

The above described area is contained within Defiance County Auditor's Permanent Parcel Number J05-0018-0-018-03 and contains a gross area of 1.037 acres more or less.

This description was prepared by Jon D. Bruner, Professional Surveyor Number 7098 of the Mannik & Smith Group, on February 9, 2022.

This description is based on a survey made in 2021 by The Mannik & Smith Group, Inc. under the direction and supervision of Jon D. Bruner, Professional Surveyor Number 7098.

Grantor claims title by Deed Record Volume 356, Page 759, Defiance County Recorder's office.

The Basis of bearings are relative to grid north of the Ohio State Plane Coordinates, North Zone (3401), NAD 83 (2011) Datum, as established by G.P.S. observations in 2021. Iron pins referred to as "set" are 5/8 inch diameter, 30 inch long re-bar with a 1 inch diameter plastic cap marked "Mannik Smith Group".

JON D. BRUNER, P.S. LICENSED PROFESSIONAL SURVEYOR OHIO LICENSE NO. 7098 DATE: JOB NUMBER: DEFT0034

Vertical sidebar containing: HORIZONTAL SCALE IN FEET (0-100), PID NO. 00000, DESIGNER/ISSUED/REVIEWER (JDB/JSB), DEDICATION PLAT, COMMERCIAL DRIVE, and a circular logo at the bottom.

OWNER'S CERTIFICATION: DEFIANCE HARMON, LLC WE, THE UNDERSIGNED, DO HEREBY CERTIFY WE ARE THE OWNERS OF THE HEREON- DESCRIBED PROPERTY AND WE HAVE CAUSED THE SAME PROPERTY TO BE SURVEYED AS SHOWN ON THIS PLAT. WE DO HEREBY VOLUNTARILY CONSENT TO THE EXECUTION OF THIS PLAT, AND DO DEDICATE TO THE CITY OF DEFIANCE, THE RIGHTS OF WAY, AS SHOWN, FOR PUBLICS USE.

IN WITNESS WHEREOF, THE OWNER HAS SIGNED THEIR NAME THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

PRINTED NAME SIGNATURE

NOTARY CERTIFICATION STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_, ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BEFORE ME PERSONALLY APPEARED \_\_\_\_\_ WHO ACKNOWLEDGED THAT HE/SHE DID SIGN THE FORGOING INSTRUMENT AND THAT SAME IS THE FREE ACT AND DEED OF SAID PERSON. WITNESSED MY HAND AND SEAL THE DAY OF THE YEAR WRITTEN, \_\_\_\_\_ MY COMMISSION EXPIRES \_\_\_\_\_.

OWNER'S CERTIFICATION: RICHLAND-STYKER GENERATION LLC WE, THE UNDERSIGNED, DO HEREBY CERTIFY WE ARE THE OWNERS OF THE HEREON- DESCRIBED PROPERTY AND WE HAVE CAUSED THE SAME PROPERTY TO BE SURVEYED AS SHOWN ON THIS PLAT. WE DO HEREBY VOLUNTARILY CONSENT TO THE EXECUTION OF THIS PLAT, AND DO DEDICATE TO THE CITY OF DEFIANCE, THE RIGHTS OF WAY, AS SHOWN, FOR PUBLICS USE.

IN WITNESS WHEREOF, THE OWNER HAS SIGNED THEIR NAME THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

BY: MATTHEW A. GOERING, VICE PRESIDENT SIGNATURE

NOTARY CERTIFICATION STATE OF TEXAS, COUNTY OF DALLAS, ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BEFORE ME PERSONALLY APPEARED MATTHEW A. GOERING, SR., VICE PRESIDENT OF RICHLAND-STYKER GENERATION LLC, ON BEHALF OF SAID COMPANY IN THE CAPACITY THEREIN STATED, WHO ACKNOWLEDGED THAT HE/SHE DID SIGN THE FORGOING INSTRUMENT AND THAT SAME IS THE FREE ACT AND DEED OF SAID PERSON. WITNESSED MY HAND AND SEAL THE DAY OF THE YEAR WRITTEN, \_\_\_\_\_ MY COMMISSION EXPIRES \_\_\_\_\_.

DEFIANCE CITY PLANNING COMMISSION ACCEPTANCE WE, THE CITY PLANNING COMMISSION DO HEREBY APPROVE THIS PLAT

DATE: \_\_\_\_\_ PRINTED NAME SIGNATURE: DEFIANCE CITY PLANNING COMMISSION CLERK

DEFIANCE CITY COUNCIL ACCEPTANCE WE, THE COUNCIL OF THE CITY OF DEFIANCE, OHIO, DO HEREBY APPROVE THIS PLAT AND ACCEPT THE STREET AND UTILITY RIGHT-OF-WAY FOR PUBLIC USE.

DATE: \_\_\_\_\_ BY ORDINANCE NO. \_\_\_\_\_ PRINTED NAME SIGNATURE: CLERK OF COUNCIL

DEFIANCE COUNTY RECORDER CERTIFICATION I, THE DEFIANCE COUNTY RECORDER, DO HEREBY CERTIFY THAT THIS PLAT HAS BEEN RECORDED IN VOLUME \_\_\_\_\_, PAGE \_\_\_\_\_ OF THE PLAT RECORDS OF DEFIANCE COUNTY, OHIO.

DATE: \_\_\_\_\_ PRINTED NAME SIGNATURE: DEFIANCE COUNTY RECORDER

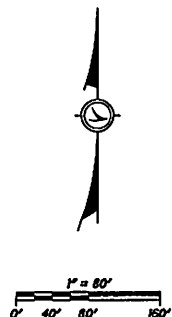
DEFIANCE COUNTY AUDITOR CERTIFICATION I, THE DEFIANCE COUNTY AUDITOR, DO HEREBY ACKNOWLEDGE RECEIPT OF THIS PLAT.

DATE: \_\_\_\_\_ PRINTED NAME SIGNATURE: DEFIANCE COUNTY AUDITOR

Vertical text on the left margin: W:\Projects\Projects A-E\DEF10034\00000008\Design\BPM\Sheet1.dgn 4/18/2022 11:27:15 AM JDB:uner

# COMMERCE DRIVE DEDICATION PLAT

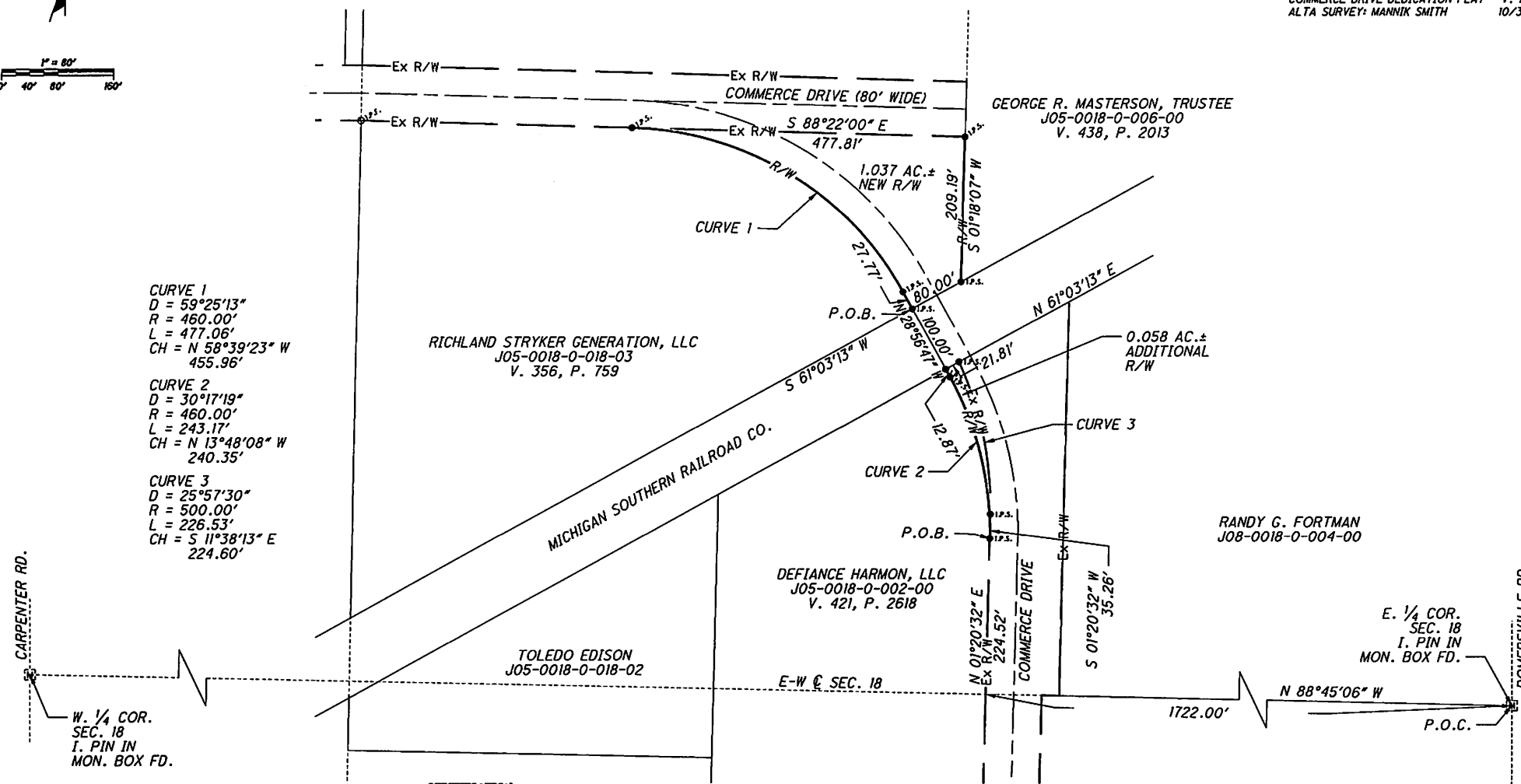
PART OF THE NORTHEAST QUARTER OF SECTION 18,  
TOWN 4 NORTH, RANGE 5 EAST, CITY OF DEFIANCE,  
DEFIANCE COUNTY, OHIO



- LEGEND**
- P.O.C. POINT OF COMMENCEMENT
  - P.O.B. POINT OF BEGINNING
  - FD. I. PIN IN MON. BOX
  - FD. CAPPED I. PIN
  - SET CAPPED IRON PIN
- BASIS OF BEARING - N. 88°45'06" W.  
ALONG THE E-W E OF SECTION 18

**REFERENCE OF PUBLIC RECORDS**  
COMMERCE DRIVE DEDICATION PLAT - V. 14, PG. 359-360  
ALTA SURVEY: MANNIK SMITH 10/30/2017

HORIZONTAL SCALE IN FEET  
 0 40 80 160  
 1" = 80'  
 DESIGNER: JDB  
 REVIEWER: JSB  
 PID NO.: 00000  
 DEDICATION PLAT  
 COMMERCIAL DRIVE  
 1/2  
 00



**CERTIFICATION**  
 THIS SURVEY WAS PERFORMED UNDER MY SUPERVISION. FIELD MEASUREMENTS AND EVIDENCE WAS COLLECTED IN DECEMBER OF 2021. PROPERTY LINES SHOWN ARE LOCATED FROM DEEDS ON RECORD. SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANT, OWNERSHIP TITLE EVIDENCE OF RECORD, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE UNLESS NOTED. THIS SURVEY MEETS THE REQUIREMENTS OF PARAGRAPH (B) OF RULE 4733-37-04 OF THE ADMINISTRATIVE CODE. IRON PINS SET ARE 3/8" X 30" IRON RODS WITH ORANGE CAPS STAMPED "THE MANNIK & SMITH GROUP". BASIS OF BEARINGS ARE FOR ANGULAR MEASUREMENTS ONLY. CLOSURE IS GREATER THAN 1:10,000. ALL INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

**JON D. BRUNER, P.S.**  
 LICENSED PROFESSIONAL SURVEYOR  
 OHIO LICENSE NO. 7098  
 DATE:  
 JOB NUMBER: DEFT0034



W:\Projects\Projects A-E\DEFT0034\00000000\Design\BRW\Sheets\DEFT0034 COMMERCE DRIVE DEDICATION PLAT 1.dgn 4/18/2022 11:26:39 AM JDBruner

## PURCHASE AGREEMENT

This Agreement to purchase real estate (the "Agreement") is hereby entered into effective as of the \_\_\_\_\_ of April, 2022 (the "Effective Date"), by and between Richland-Stryker Generation LLC, a Delaware limited liability company (the "Seller"), whose address is 6555 Sierra Dr., Irving, TX 75039, and the City of Defiance, Ohio, (the "Buyer"), whose address is 631 Perry Street, Defiance, OH 43512.

### WITNESSETH

**WHEREAS**, Seller is the owner in fee simple of the real Property located at Carpenter Road, Defiance, OH 43512 in the County of Defiance, OH, consisting of 1.037 acres, more or less, and more particularly described in Exhibit A, attached hereto and incorporated by reference herein (the "Property"); and

**WHEREAS**, Buyer desires to purchase and Seller desires to sell the Property and all improvements, fixtures, and structures therein, owned by Seller and used in connection with the ownership and operation of the Property, and all easements and rights and appurtenances pertaining to it in order to construct a public right-of-way.

NOW THEREFORE, for good and valuable consideration mutually exchanged, the parties agree as follows:

#### 1. PURCHASE PRICE

The purchase price for the Property shall be the sum of Ten Thousand and 00/100 Dollars (\$10,000.00) payable by Buyer to Seller.

#### 2. WATER CONNECTION

In addition to the purchase price listed above, Buyer will provide a water connection, free-of-charge to Seller, adjacent to Seller's power plant property.

#### 3. MARKETABLE TITLE

Seller shall convey to Buyer marketable title in fee simple absolute by transferrable and recordable special warranty deed, free and clear of all liens and encumbrances. Buyer shall be responsible for the cost an Owner's Title Insurance Policy showing marketable title in fee simple absolute in the Seller, free and clear of all liens and encumbrances whatsoever, except legal highways, easements, and restrictions of record, zoning ordinances and regulations, and except as to those mortgages and other liens that are specifically recited in the Policy.

#### 4. FIXTURES & EQUIPMENT

The parties acknowledge that the real Property consists of an unimproved parcel. The Property shall include any and all improvements, fixtures, and structures therein at the time of execution of this Agreement.

#### 5. TAXES & ASSESSMENTS

Seller shall be responsible for real property taxes through the date of closing. Buyer shall assume and pay all taxes and assessments after the date of closing, subject to the exemption for political subdivisions. R.C. §5709.08.

**6. WARRANTIES**

Buyer has inspected the premises and is purchasing said real estate in its present physical condition. Buyer is relying solely upon the examination of the premises by Buyer with reference to condition, value, character, and size of property, improvements, and fixtures, and further is not relying upon any statements, representations or warranties of Seller or its agents.

**7. NOTICE**

All notices and other communications which are required or permitted hereunder shall be in writing and shall be deemed to have been duly given when delivered personally or when mailed by registered or certified mail, postage prepaid, addressed to the party in question at his address above. The effective date of any such notice or payment shall be the date on which such notice or payment is mailed to such address.

**8. MISCELLANEOUS PROVISIONS**

This contract constitutes the entire agreement, and there are no representations, oral or written, which have not been incorporated herein. Time is of the essence of all of the provisions of this contract.

Seller shall pay for Seller's attorney fees, if any. Buyer shall pay for recording fees, transfer fees, an Owner's Title Insurance Policy, and Buyer's attorney fees, and title charges.

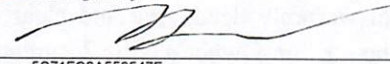
Buyer shall have possession of the subject premises at closing.

The parties acknowledge that the sale of this Property requires a right-of-way dedication. Seller hereby designates Buyer as Seller's agent for the purpose of securing the right-of-way dedication.

This agreement supersedes all other agreements by and between the parties for the subject premises.

Seller has not sold, leased, conveyed, transferred, or assigned the subject premises to any other person or organization.

Dated: 4/11/2022

DocuSigned by:  
  
Richland-Stryker Generation LLC  
By: Matthew A. Goering  
Its: Sr. Vice President

Dated: \_\_\_\_\_

\_\_\_\_\_  
The City of Defiance, Ohio – Seller  
By: Jeff Leonard, City Administrator

This document approved as to legal form.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Sean C. O'Donnell, Director of Law

**FISCAL OFFICER'S CERTIFICATE**

The undersigned, Fiscal Officer of the City of Defiance, hereby certifies that the moneys required to meet the obligations of the City during the year 2022 under the Agreement have been lawfully appropriated by the Legislative Authority of the City for such purposes and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44 Ohio Revised Code.

Dated: \_\_\_\_\_

\_\_\_\_\_  
John W. Lehner, Director of Finance  
City of Defiance, Ohio

## **EXHIBIT A**

### **Legal Description**

Situated in the State of Ohio, County of Defiance, City of Defiance and being a part of the Northeast Quarter of Section 18, Town 4 North, Range 5 East, being bounded and described as follows:

COMMENCING at an iron pin found in a monument box found on the centerline of Dommersville Road at the Southeast corner of said Northeast Quarter of Section 18;

1. Thence North 88 degrees 45 minutes 06 seconds West for a distance of 1722.00 feet, along the south line of said Northeast Quarter of Section 18, to a point on the existing westerly right of way line of Commerce Drive;
2. Thence North 01 degrees 20 minutes 32 seconds East for a distance of 224.52 feet, along said existing westerly right of way line, to a 5/8 inch capped iron pin set;
3. Thence northerly along a curve to the left having a radius of 460.00 feet through a central angle of 30 degrees 17 minutes 17 seconds for an arc length of 243.17 feet, said curve having a chord bearing North 13 degrees 48 minutes 08 seconds West for a distance of 240.35 feet, to a 5/8 inch capped iron pin set at a point of tangency;
4. Thence North 28 degrees 56 minutes 47 seconds West for a distance of 12.87 feet, to a 5/8 inch capped iron pin set on the southeasterly right of way line of the Norfolk Western Railroad;
5. Thence North 28 degrees 56 minutes 47 seconds West for a distance of 100.00 feet, across said Norfolk Western Railroad, to a 5/8 inch capped iron pin set on the northwesterly right of way line of said Norfolk Western Railroad, and the TRUE POINT OF BEGINNING;
6. Thence North 28 degrees 56 minutes 47 seconds West for a distance of 27.77 feet, to a 5/8 inch capped iron pin set at a point of curvature;
7. Thence northwesterly along a curve to the left having a radius of 460.00 feet, through a central angle of 59 degrees 25 minutes 13 seconds for an arc length of 477.06 feet, said curve having a chord bearing North 58 degrees 39 minutes 23 seconds West for a distance of 455.96 feet, to a 5/8 inch capped iron pin set on the existing southerly right of way line of Commerce Drive;
8. Thence South 88 degrees 22 minutes 00 seconds East for a distance of 477.81 feet, along said existing southerly right of way line of Commerce Drive, to a 5/8 inch capped iron pin set at the northeasterly corner of the Grantor's parcel;
9. Thence South 01 degrees 18 minutes 07 seconds West a distance of 209.19 feet, along the easterly Property line of the Grantor and the westerly Property line of a parcel conveyed to George R. Masterson, Trustee by Deed Record Volume 438, Page 2013, to a 5/8 inch capped iron pin set on the northwesterly right of way line of the Norfolk Western Railroad;
10. Thence South 61 degrees 03 minutes 13 seconds West a distance of 80.00 feet, along said northwesterly right of way line, to the POINT OF BEGINNING.

The above described area is contained within Defiance County Auditor's Permanent Parcel Number J05-0018-0-018-03 and contains a gross area of 1.037 acres more or less.

This description was prepared by Jon D. Bruner, Professional Surveyor Number 7098 of the Mannik & Smith Group, on February 9, 2022.

This description is based on a survey made in 2021 by The Mannik & Smith Group, Inc. under the direction and supervision of Jon D. Bruner, Professional Surveyor Number 7098.



**Grantor claims title by Deed Record Volume 356, Page 759, Defiance County Recorder's office.**

**The Basis of bearings are relative to grid north of the Ohio State Plane Coordinates, North Zone (3401), NAD 83 (2011) Datum, as established by G.P.S. observations in 2021. Iron pins referred to as "set" are 5/8 inch diameter, 30 inch long re-bar with a 1 inch diameter plastic cap marked "Mannik Smith Group".**

**Parcel No.: [To be assigned by the County Auditor.]**

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AUTHORIZING A CONTRACT FOR LANDSCAPING MAINTENANCE AND DECLARING AN EMERGENCY**

**WHEREAS**, Council desires to maximize the aesthetic appeal of the landscaping around the park signs and other strategic points throughout the City; and,

**WHEREAS**, BE Mangas & Son LLC submitted a quote for landscaping and maintenance around park signs and various areas for \$32,179.00; and,

**WHEREAS**, Council finds that thorough annual maintenance of these areas promotes the perception of the community;

**Now therefore**, be it enacted by the Council of the Municipality of Defiance, Ohio, that:

**Section 1:** The City Administrator is directed to enter into a contract with BE Mangas & Son LLC to provide annual landscaping services around park signs and throughout the City according to the specifications on file with the Parks and Recreation Director at the quoted price of \$32,179.00.

**Section 2:** The Finance Director is authorized to pay the contract price from Section 1 from appropriated funds allocated by expenditure from the following budgetary line items:

- Parks & Recreation: Line 101-751-52-936004: \$11,449.00; and
- Buildings & Land: Line 101-265-52-936000: \$20,730.00.

**Section 3:** It is found and determined that all legislative actions pertaining to the adoption of this Ordinance were taken in Public Session and that all deliberations that affected or influenced any such legislative act, including all deliberations in Committee, were conducted in Public Session or in Executive Session duly convened in accordance with law.

**Section 4:** This Ordinance is declared to be an emergency measure necessary to preserve the health, safety, or welfare of the community for the reason that immediate adoption is necessary to obtain the labor and services at the quoted price. As such, this Ordinance shall be effective immediately upon passage by an affirmative vote of not less than five (5) Members of Council and approval of the Mayor.

Passed: \_\_\_\_\_, 2022

\_\_\_\_\_  
President of Council

Votes in Favor of Adoption: \_\_\_\_\_  
Votes Opposed to Adoption: \_\_\_\_\_

Attest: \_\_\_\_\_, Clerk

Approved: \_\_\_\_\_, 2022

\_\_\_\_\_  
Mayor

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AUTHORIZING A CONTRACT FOR THE REPAIR OF A RIVER PUMP FOR THE WATER TREATMENT PLANT AND DECLARING AN EMERGENCY**

**WHEREAS**, the City Water Division relies upon a Goulds Model VIT-CT water pump to fill the reservoir with water from the Maumee River; and,

**WHEREAS**, the pump requires an emergency repair to stay in operation and keep the reservoir filled; and,

**WHEREAS**, Professional Pump Inc. submitted an acceptable quote to provide the labor and materials and would remove and repair the pump for a total cost of \$25,628.00;

**Now therefore**, be it enacted by the Council of the Municipality of Defiance, Ohio, that:

**Section 1:** The City Administrator is directed to enter into a contract with Professional Pump Inc. to perform removal and repair work for the Goulds Model VIT-CT water pump according to the specifications on file with the Water Treatment Plan Superintendent at the quoted price of \$25,628.00.

**Section 2:** The Finance Director is authorized to pay the contract price from Section 1 from appropriated funds allocated by expenditure from Line 591-537-52-735007 of the 2022 annual budget.

**Section 3:** It is found and determined that all legislative actions pertaining to the adoption of this Ordinance were taken in Public Session and that all deliberations that affected or influenced any such legislative act, including all deliberations in Committee, were conducted in Public Session or in Executive Session duly convened in accordance with law.

**Section 4:** This Ordinance is declared to be an emergency measure necessary to preserve the health, safety or welfare of the community for the reason that the quoted price is only valid for thirty days and the project requires four-to-six weeks of lead time after execution of the contract. As such, this Ordinance shall be effective immediately upon passage by an affirmative vote of not less than five (5) Members of Council and approval of the Mayor.

Passed: \_\_\_\_\_, 2022 \_\_\_\_\_  
President of Council

Votes in Favor of Adoption: \_\_\_\_\_  
Votes Opposed to Adoption: \_\_\_\_\_

Attest: \_\_\_\_\_, Clerk

Approved: \_\_\_\_\_, 2022 \_\_\_\_\_  
Mayor