

December 16, 1999

**IN THE MATTER OF  
APPROVING MAINTENANCE ASSESSMENTS ON  
OUTFALL STORM SEWER OF PLAT 3 OF DANI DONN  
ACRES IN DANBURY TOWNSHIP AND AUTHORIZING  
THAT IT BE PLACED ON THE LAKE ERIE  
DRAINAGE MAINTENANCE DISTRICT**

It was moved by Mr. Arndt and seconded by Mr. Koebel that the Board of Ottawa County Commissioners holding a maintenance assessment hearing this date on the Outfall Storm Sewer of Plat 3 of Dani Donn Acres in Danbury Township, and not hearing any objections to the plan, hereby approve the maintenance assessments as presented by the County Engineer and further authorize that the Outfall Storm Sewer of Plat 3 of Dani Donn Acres in Danbury Township be placed in the Lake Erie Drainage Maintenance District. Mr. Dennis Smecker is required to deposit \$1,500.00 with the County Auditor for the first year's maintenance.

Vote on motion: Mr. Papcun, yes; Mr. Arndt, yes; Mr. Koebel, yes.

Cc County Engineer  
Soil & Water Conservation  
County Auditor

SINGLE

Single or Joint

COUNTY DITCH PETITION

Revised Code, Secs. 6131.04; 6133.02, .03

Port Clinton, Ohio, May 28, 19 99

Petition to<sup>1</sup> Maintain the Outfall Storm Sewer of Plat 3, DANI DONN ACRES

To the Board of County Commissioners, OTTAWA County, Ohio:

The undersigned hereby petition..... your honorable body to<sup>1</sup> Maintain the Outfall Storm Sewer of Plat 3, DANI DONN ACRES

on the course hereinafter set forth.

The construction of the improvement is necessary, will benefit the petitioner(s), and will be conducive to the public welfare.

The following is the course and termini of said proposed improvement, to-wit:

Commencing

See copy of easements filed in deed book 423 page 279 and deed book 423 page 282 attached hereto and made a part hereof.

All costs of engineering, construction, and future maintenance will be assessed to the benefiting parcels of land, except as ordered under Section 6131.31 of the Revised Code.

The following is the nature of the work petitioned for: Maintenance of the outfall storm sewer.

A list of the names and addresses, where known, of all the owners of the land which the petitioner or the County Engineer claims will be benefited or damaged by the construction of the proposed improvement is as follows:

Dennis Smecker, 7426 E. Bayshore Rd., Lakeside-Marblehead  
OH 43440  
Donna Smecker

Donald Greene, 7516 E. Bayshore Rd., Lakeside-Marblehead  
OH 43440  
Maureen Greene

Onnie V. Matthews, 7456 E. Bayshore Rd., Lakeside-Marblehead  
OH 43440  
Patricia A. Matthews

Service of notice of the filing of the Petition shall be obtained by:

Mailing notices and publication as provided in  
Section 6131.07 R.C.

x *Dennis Smecker*  
Dennis Smecker

x *Donna Smecker*  
Donna Smecker

} Petitioners.

- 1. Locate, clean, remove obstructions from, construct, reconstruct, straighten, deepen, widen, alter, box, tile, fill, etc., Sec. 6131.04, R.C.
- 2. Here insert "Mailing notices and publication as provided in Sec. 6131.07, R.C."

No. \_\_\_\_\_  
County, Ohio.  
In the Matter of the  
COUNTY DITCH No. \_\_\_\_\_  
Single or Joint  
PETITIONED FOR BY  
and others.  
PROCEEDINGS TO  
Single or Joint  
COUNTY DITCH PETITION  
Filed \_\_\_\_\_, 19\_\_\_\_  
Clerk of the County Commissioners.

ADDENDUM TO SMECKER DITCH PETITION

DANI DONN LOTS

LOT 1	Sally Lee McCann	1975 S. Danielle Dr. Marblehead, OH 43440
LOT 2	Thomas Frascella Cheryll	288 Brown Pl Monroe Falls, OH 44262
LOT 3	Robert Pressler Helen	6623 Ball Rd. Centerburg, OH 43011
LOT 4	Donna Reiter	1201 Perrysburg Fostoria, OH 44830
LOT 5	Donald Brehm Judith	20674 Chestnut Dr. Strongsville, OH 44136
LOT 6	Dennis Dadich Donna	3060 Rustic Dr. N. Royalton, OH 44133
LOT 7	Krag Churchill Barbra	3446 Chestnut Ridge Rd. N. Ridgevill, OH 44039
LOT 8	Nick Verbus Dolores	24179 Forestview Dr. Columbia Station, OH 44028
LOT 9	Carl Ventura Barbara	13729 Carpenter Rd. Garfield Hts., OH 44125
LOT 10	Internicola Michael James	1795 S. Danielle Dr. Marblehead, OH 43440
LOT 11	Thomas Erickson Carolyn	591 Ballybay Ct. W. Perrysburg, OH 43551
LOT 12	Wayne Smecker Janet	3222 Jeffrey Dr. McKeesport, PA 15133
LOT 13	Mark Mizla	9980 E. Harbor Rd. Lakeside, OH 43440

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LOT 14	Dennis Smecker Donna	7426 E. Bayshore Rd. Lakeside-Marblehead, OH 43440
LOT 15	Thomas Kubat Maryanne	1225 Croghan St. Fremont, OH 43420
LOT 16	Dennis Smecker Donna	7426 E. Bayshore Rd. Lakeside-Marblehead, OH 43440
LOT 17	Dennis Smecker Donna	7426 E. Bayshore Rd. Lakeside-Marblehead, OH 43440
LOT 18	James Berry	8137 Baumhart Rd. Amherst, OH 44001
LOT 19	Dennis Smecker Donna	7426 E. Bayshore Rd. Lakeside-Marblehead, OH 43440
LOT 20	Dennis Smecker Donna	7426 E. Bayshore Rd. Lakeside-Marblehead, OH 43440
LOT 21	Dennis Smecker Donna	7426 E. Bayshore Rd. Lakeside-Marblehead, OH 43440
LOT 22	Dennis Smecker Donna	7426 E. Bayshore Rd. Lakeside-Marblehead, OH 43440
LOT 23	Alwin Kettler Elli	2733 Shakespeare, Avon, OH 44011
LOT 24	Alwin Kettler Elli	2733 Shakespeare, Avon, OH 44011
LOT 25	Dennis Smecker Donna	7426 E. Bayshore Rd. Lakeside-Marblehead, OH 43440
LOT 26	Dennis Smecker Donna	7426 E. Bayshore Rd. Lakeside-Marblehead, OH 43440

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LOT 27	Dennis Smecker Donna	7426 E. Bayshore Rd. Lakeside-Marblehead, OH 43440
LOT 28	Dennis Smecker Donna	7426 E. Bayshore Rd. Lakeside-Marblehead, OH 43440
LOT 29	New Concept Homes	36696 Sugar Ridge N. Ridgeville, OH 44039
LOT 30	New Concept Homes	36696 Sugar Ridge N. Ridgeville, OH 44039
LOT 31	Dennis Smecker Donna	7426 E. Bayshore Rd. Lakeside-Marblehead, OH 43440
LOT 32	Dennis Smecker Donna	7426 E. Bayshore Rd. Lakeside-Marblehead, OH 43440
LOT 33	Jeffrey Sauers	678 Frost Rd. Streetsboro, OH 44241
LOT 34	Dennis Smecker Donna	7426 E. Bayshore Rd. Lakeside-Marblehead, OH 43440

## EASEMENT

THIS INDENTURE, made this 22nd day of January, 1998, between DONALD GREENE and MAUREEN GREENE, husband and wife, 7516 E. Bayshore Road, Lakeside-Marblehead, Ohio ("Grantors") and DENNIS W. SMECKER and DONNA J. SMECKER, 7426 E. Bayshore Road, Lakeside-Marblehead, Ohio ("Grantees"):

WHEREAS, Grantors are seized of an estate in fee simple of a parcel of land in Lot 5 of Section 2 of Danbury Township, Ottawa County, Ohio, across which there is a private road; and

WHEREAS, Grantors have agreed, in consideration of the sum of Four Thousand Dollars (\$4,000.00) paid by Grantees, the receipt of which is hereby acknowledged, to grant an easement or right of way over said private road for the installation of a 24 inch storm sewer to drain property of Grantees situated in Lots 5 and 6 of Section 2 of Danbury Township, subject to certain conditions set forth herein;

GRANTORS hereby grant to GRANTEES, their heirs and assigns, an easement and right of way for drainage purposes over, across, under, and through the parcel described in Exhibit A attached hereto.

This easement and grant is subject to the following conditions which shall run with the land:

1. This easement is limited to the installation, maintenance, repair, and replacement of a 24-inch storm sewer in accordance with plans and specifications of Brunkhorst Engineering Consultants now on file with the Ottawa County Engineer. Grantees covenant and agree that construction shall be completed and Grantors' premises returned to normal by April 1, 1998, such that the Ottawa County Engineer may inspect and approve the same in order that the improvement may be accepted by the Ottawa County Board of Commissioners into the Lake Erie Drainage District.
2. Grantees shall remove and replace the existing 8-inch and 6-inch storm sewer line from Bayshore Road to Sandusky Bay concurrent with the installation of the 24-inch storm sewer.
3. Grantees covenant and agree to restore Grantors' property as nearly as possible to its condition prior to the installation of the sewer and the occurrence of any damage such that Grantors may operate their business without hindrance on and after April 1, 1998. Acceptance of completion by both the Ottawa County Engineer and Brunkhorst Engineering Consultants shall constitute compliance with this covenant. A breach of this covenant shall subject Grantees to a penalty of \$100.00 per day for each day of noncompliance. Any future maintenance or repair shall be scheduled and performed with Grantors' knowledge and consent so as to present the least disruption to the free operation of Grantors' business operations.
3. The 24-inch storm sewer line shall be the property of Grantees.
4. Grantees shall bear the entire cost of the installation of the 24-inch storm sewer line.
5. Following restoration of the private road of Grantors, the road shall be repaved with a tar and chip coat as set forth in the plans and specifications of Brunkhorst Engineering Consultants at the earliest date permitted by weather conditions.
6. Grantees covenant and agree to indemnify and hold harmless the Grantors against any claims, demands, actions, losses, or expenses, including attorney fees, arising as a result of the grant of this easement.

7. Grantees shall assume and pay the first year's maintenance cost of the 24-inch storm sewer. Grantees covenant and agree to petition the Board of Commissioners of Ottawa County for acceptance of the sewer into the Ottawa County drainage system and the assessment of future maintenance to benefitted properties. Grantees covenant for themselves, their heirs and assigns that Grantors shall bear no responsibility for the maintenance of the sewer and that Grantors' real property shall not be considered a benefitted property under R.C. Chapter 6131 for the purpose of the imposition of any assessment for maintenance purposes. In the event that the sewer is not accepted by the Board of Commissioners, Grantees, for themselves and their heirs and assigns, shall assume and pay all future maintenance of the sewer and they shall be obligated to maintain the same in proper condition and working order.

8. Grantors shall retain the right and option to tap into the sewer at any future time subject to their assumption and payment of their pro rata share of any maintenance assessments due thereafter.

Executed in the presence of:

John A. Lukacovic  
Tim Z. Eagle  
John A. Lukacovic  
Tim Z. Eagle

Donald Greene  
DONALD GREENE  
Maureen Greene  
MAUREEN GREENE  
Dennis W. Smecker  
DENNIS W. SMECKER  
Donna J. Smecker  
DONNA J. SMECKER

STATE OF ~~OHIO~~ FLORIDA  
~~OTTAWA COUNTY~~ COUNTY OF LEE

Personally appeared before me, a Notary Public in and for this county and State, the above named Donald Greene and Maureen Greene, known to me, who acknowledged that they signed the foregoing instrument and that the same is their free act and deed.

In Witness Whereof, I have set my hand and seal this 22nd day of January, 1998, at Cape Coral, Florida ~~XXXXXX~~  
Produced Ohio Driver Licenses as identification

Kathy L. Vertner  
Notary Public  
OFFICIAL NOTARY SEAL  
KATHY L. VERTNER  
NOTARY PUBLIC STATE OF FLORIDA  
COMMISSION NO. CC397475  
MY COMMISSION EXP. AUG. 28, 1998

STATE OF ~~OHIO~~ FLORIDA  
~~OTTAWA COUNTY~~ COUNTY OF LEE

Personally appeared before me, a Notary Public in and for this county and State, the above named Dennis W. Smecker and Donna J. Smecker, known to me, who acknowledged that they signed the foregoing instrument and that the same is their free act and deed.

In Witness Whereof, I have set my hand and seal this 22nd day of January, 1998, at Cape Coral, Florida ~~XXXXXX~~  
Produced Ohio Driver Licenses as identification.  
This instrument prepared by:  
Douglas O. Meyer  
Attorney at Law

Kathy L. Vertner  
Notary Public  
OFFICIAL NOTARY SEAL  
KATHY L. VERTNER  
NOTARY PUBLIC STATE OF FLORIDA  
COMMISSION NO. CC397475  
MY COMMISSION EXP. AUG. 28, 1998



9800044062  
 Filed for Record in  
 OTTAWA COUNTY, OHIO  
 VIRGINIA M. PARK  
 On 01-30-1998 At 03:08 pm.  
 EASEMENT 18.00  
 Vol. 423 Pg. 279 - 281

## EXHIBIT A

Situated in the Township of Danbury, County of Ottawa, and State of Ohio, and more particularly described as follows:

Known as and being a parcel of land in the West one-third of Lot 5, Section 2, Danbury Township, Ottawa County, Ohio, and also being a part of Lot A, ZELLER'S BEACH, Plat 2, Danbury Township, Ottawa County, Ohio, being more particularly described as follows:

Commencing at the intersection of the West line of Lot 5, Section 2, Danbury Township, Ottawa County, Ohio and the centerline of Bayshore Road, C.R. #135, said point also being the Northwest corner of a parcel now or formerly owned by Onnie V. Matthews and Patricia A. Matthews as described in Deed Volume 312 at page 269; thence proceeding South 00 degrees 00 minutes 00 seconds East in the West line of Lot 5, Section 2, Danbury Township, Ottawa County, Ohio, in the common line of a parcel now or formerly owned by Elaine Mackey as described in Deed Volume 185 at page 78, Deed Volume 350 at page 443, and in Deed Volume 381 at page 64 a distance of 171.66 feet to the point and place of beginning of the drainage easement herein described;

thence proceeding South 00 degrees 00 minutes 00 seconds East in the common line of the above referenced parcel a distance of approximately 295 feet to a point in the shoreline of Sandusky Bay;

thence easterly along the shoreline of Sandusky Bay to a point 20.00 feet easterly of the West Line of Lot 5, Section 2 by rectangular measurement;

thence proceeding North 00 degrees 00 minutes 00 seconds East a distance of approximately 295 feet to a point in the South line of a parcel now or formerly owned by Onnie V. Matthews and Patricia A. Matthews as described in Deed Volume 312 at page 269;

thence proceeding South 83 degrees 26 minutes 00 seconds West a distance of 20.00 feet to the point and place of beginning.

The above legal description was prepared by Peter J. Seggaard, Professional Surveyor #7883 and is based on the assumption that the West line of Lot 5, Section 2, Danbury Township, Firelands Survey, Ottawa County, Ohio bears South 00 degrees 00 minutes 00 seconds East.

9800044063  
Filed for Record in  
OTTAWA COUNTY, OHIO  
VIRGINIA M. PARK  
On 01-30-1998 At 03:08 pm.  
EASEMENT 22.00  
Vol. 423 Pg. 282 - 285

# EASEMENT

*This easement describes from Bayshore Rd  
north to Sanders Bay.*

This agreement is made on the 3RD day of September, 1997, by and between ONNIE V. MATTHEWS and PATRICIA A. MATTHEWS, husband and wife, of 7456 E Bayshore Road Lakeside Marblehead OH 43440 (hereinafter referred to as "Grantors"),

and DENNIS W. SMECKER and DONNA J. SMECKER, husband and wife, of 7426 E. Bayshore Rd., Lakeside-Marblehead OH 43440, (hereinafter referred to as "Grantee").

WITNESS:

WHEREAS, the Grantors are the owners of an approximate 0.296 acre parcel in "Lot A, Zeller's Beach Plat 2, situated in Lot 5, Section 2, Danbury Township, Ottawa County, Ohio, as described in deed recorded at Deed Book 312, page 269.

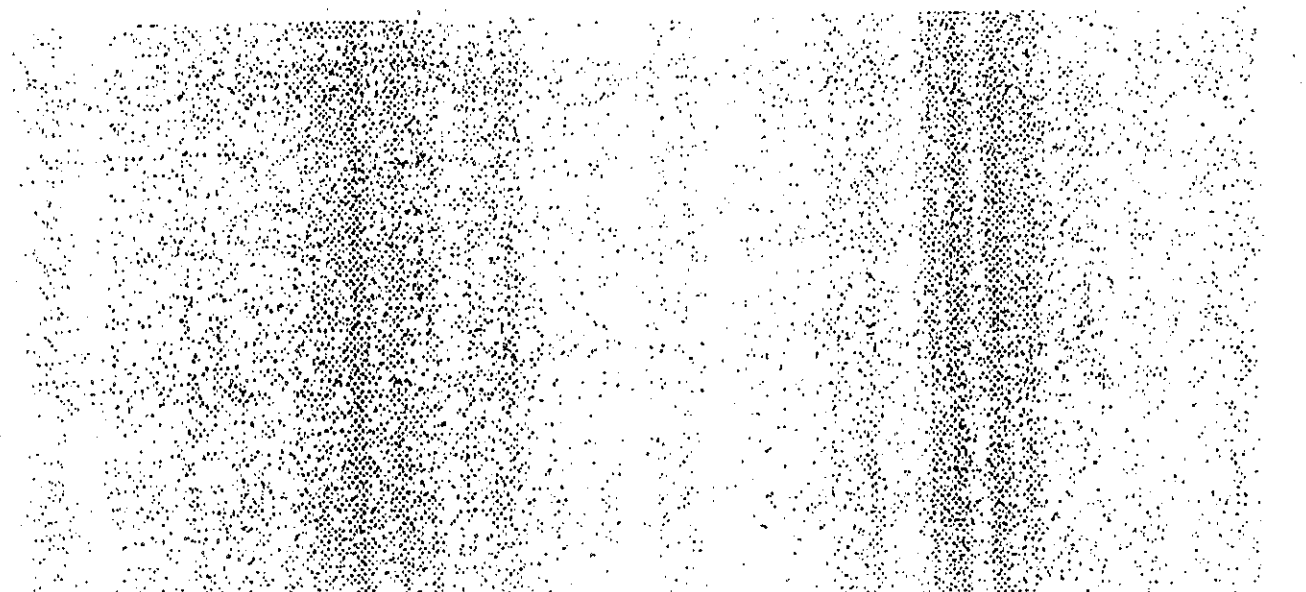
WHEREAS, the Grantees are the owner of various parcels real estate located in Lots 5 and 6, Section 2, Danbury Township, Ottawa County, Ohio, situated north of Grantors' property.

WHEREAS, the Grantees desire to acquire from the Grantors a non-exclusive easement for drainage purposes over, across, under, and through the following described parcel:

Situated in the Township of Danbury, County of Ottawa, and State of Ohio, and more particularly described as follows:

Known as and being a parcel of land in the West one-third of Lot 5, Section 2, Danbury Township, Ottawa County, Ohio, and also being a part of Lot A, ZELLER'S BEACH, Plat 2, Danbury Township, Ottawa County, Ohio, being more particularly described as follows:

Commencing at the intersection of the West line of Lot 5, Section 2, Danbury Township, Ottawa County, Ohio and the centerline of Bayshore Road, C.R. #135, for the point and place of beginning of the easement herein described, said point also being the Northwest corner of a parcel now owned by *SM*.



VOL.423 PG.0283

formerly owned by Onnie V. Matthews and Patricia A. Matthews as described in Deed Volume 312 at page 269;

thence proceeding South 00 degrees 00 minutes 00 seconds East in the West line of Lot 5, Section 2, Danbury Township, Ottawa County, Ohio in the common line of a parcel now or formerly owned by Elaine Mackey as described in Deed Volume 185 at Page 78, Deed Volume 350 at Page 443, and in Deed Volume 381 at page 64 a distance of 171.66 feet to a point;

thence proceeding South 90 degrees 00 minutes 00 seconds East a distance of 20.00 feet by rectangular measurement to a point;

thence proceeding North 00 degrees 00 minutes 00 seconds East a distance of 174.00 feet to a point in the centerline of Bayshore Road C.R. #135;

thence proceeding South 83 degrees 26 minutes 00 seconds West a distance of 20.14 feet to the point and place of beginning. Said easement contains 0.079 acres more or less.

The above legal description was prepared by Peter J. Segard, Professional Surveyor #7883 and is based on the assumption that the West line of Lot 5, Section 2, Danbury Township, Firelands Survey, Ottawa County, Ohio bears South 00 degrees 00 minutes 00 seconds East.

NOW THEREFORE, for good and valuable consideration paid and in exchange of mutual promises the parties agree as follows:

1. The Grantors grant to the Grantees, their heirs and assigns, a non-exclusive easement for the installation of a 24-inch storm sewer in, under, through and across the real estate as heretofore described.
2. Grantees shall install a junction box over the proposed 24-inch storm sewer, near the center of the 20-foot easement and directly west of the Matthews existing television tower, together with a 6-inch storm sewer from this junction box east to the east line of said easement and provide a 4-inch wye connection at this terminus. The Grantors will be responsible for connecting their two existing down spouts to the wye connection as provided.
3. The Grantors' garage driveway, full length and width, will have a double seal coat applied the same as the drive over the drainage easement, as soon as weather permits after construction of the storm sewer, but in any event no later than one year after said construction is completed. No. 8 and

- No. 9 stone cover aggregate shall be used with an approved asphalt emulsion.
4. All such work shall be inspected and approved by Brunkhorst Engineering Consultants, Inc., before acceptance.
  5. If Grantees do not install the proposed 24-inch storm sewer, then this easement shall be released.
  6. The Grantees shall indemnify, defend, and hold Grantors harmless against any claims, damages, losses or expenses arising as a result of Grantees' exercise of the rights granted by this easement, but excepting any claims, damages, losses or expenses caused by the negligence or wrongful actions of Grantors or Grantors' agents, employees or contractors, or others for whom Grantors are responsible.
  7. If any damage to Grantors' property is caused by Grantees' exercise of his rights under this easement, Grantees at their expense shall promptly restore any disturbed areas as nearly as possible to the condition existing prior to the occurrence of the damage.
  8. This easement shall run with the land for the benefit of Grantees' property.

IN WITNESS WHEREOF, we have set our hands this 3RD day of September, 1997.

Executed in presence of:

Michael Matthews  
Michael Matthews

Dennis P. Coles  
Dennis P. Coles

William Cassatt  
William Cassatt

Nancy C. Coles  
Nancy C. Coles

Onnie V. Matthews

Onnie V. Matthews

ONNIE V. MATTHEWS  
Patricia A. Matthews  
Patricia A. Matthews  
PATRICIA A. MATTHEWS

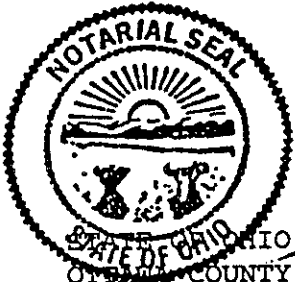
Dennis W. Smecker  
DENNIS W. SMECKER

Donna J. Smecker  
DONNA J. SMECKER

STATE OF OHIO  
OTTAWA COUNTY, ss:

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of ~~September~~<sup>OCTOBER</sup>, 1997, by ONNIE V. MATTHEWS and PATRICIA A. MATTHEWS, husband and wife.

*Gloria J. Shenkel*  
Notary Public



GLORIA J. SHENKEL  
Notary Public, State of Ohio  
My Commission Expires July 18, 1999

OTTAWA COUNTY, ss:

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of September, 1997, by DENNIS W. SMECKER and DONNA J. SMECKER, husband and wife.

*Gloria J. Shenkel*  
Notary Public



GLORIA J. SHENKEL  
Notary Public, State of Ohio  
My Commission Expires July 18, 1999

This instrument prepared by  
KLINE & COROGIN CO., LPA  
132 Madison Street  
Port Clinton, OH 43452