SWPPP MAINTENANCE PLAN

EAST COLLEGE STREET, LORAIN COUNTY, CITY OF OBERLIN, OHIO

VICINITY MAP
NO SCALE

PREPARED FOR:

OWNER:

SUSTAINABLE COMMUNITY ASSOCIATES LTD (SCA)
138 HOLLYWOOD STREET
OBERLIN, OHIO 44074
PH: (440) 574-9521
CONTACT PERSON: BEN EZINGA

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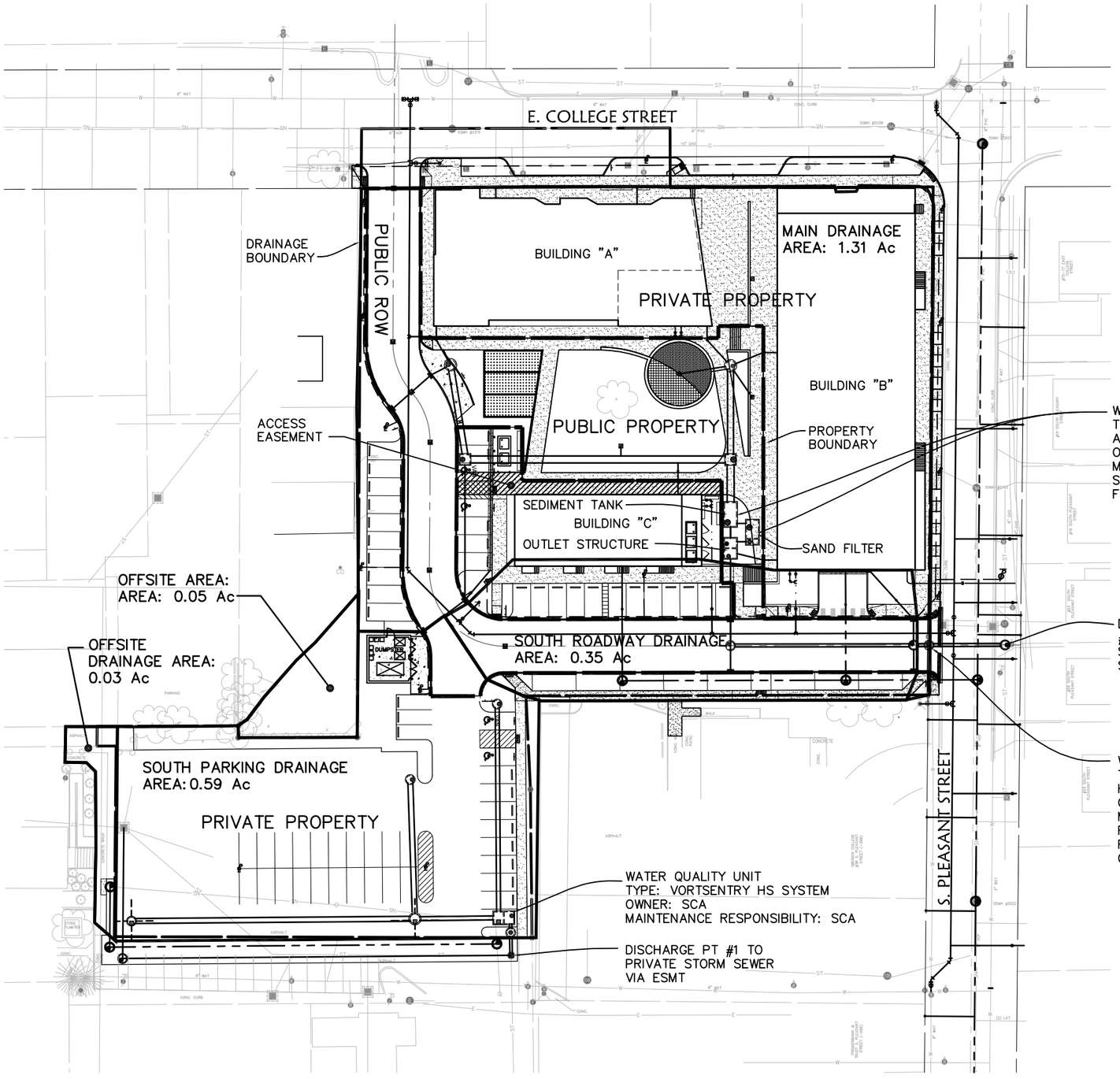
Exhibit A - Plat

Exhibit B - Access Easement

Exhibit C - Declaration of Restriction Covenants For Inspection & Maintenance

Exhibit D - Construction Documents



GENERAL NOTES:

THIS PLAN REFLECTS THE WATER QUALITY POST CONSTRUCTION CONTROLS FOR THIS PROJECT AND THE PERSON(S) RESPONSIBLE FOR THE INSPECTION, MAINTENANCE, AND UPKEEP OF THESE CONTROL STRUCTURES.

THE PERSONS NAMED HEREIN AND THEIR SUCCESSORS AND ASSIGNS SHALL BE THE RESPONSIBLE PARTIES OF THESE WATER QUALITY CONTROLS.

30 0 30 60
SCALE IN FEET
1"=30'

REVISIONS	DATE	BY
ORIGINAL ISSUE	01-30-09	CFE

DATE: 01-22-09
DRAWN BY: CCC
CH'D BY: CFE
DWG. NAME: 08039-B-MAINT01
PATH: 08039\LDDT\CONTROL\DWG
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www.ksassociates.com
KS ASSOCIATES

SWPPP MAINTENANCE SITE PLAN

EAST COLLEGE STREET PROJECT PUBLIC/PRIVATE IMPROVEMENTS

PART OF ORIGINAL RUSSIA TOWNSHIP LOT No. 86
CITY OF OBERLIN, COUNTY OF LORAIN, STATE OF OHIO

SHEET 3 OF 6

JOB NO. 08039

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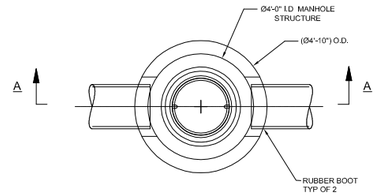
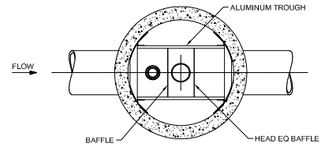
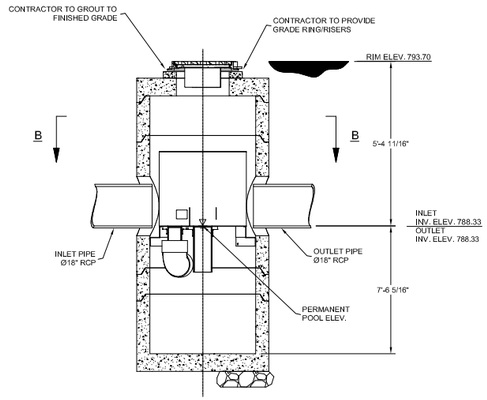
PUBLIC STRUCTURE SWQ MH-2



PLAN VIEW



SECTION B-B



SECTION A-A

MATERIALS LIST - PROVIDED BY CONTECH

COUNT	DESCRIPTION	INSTALLED BY
1	INTERNAL ALUM. COMPONENTS	CONTECH
1	SEALANT FOR JOINTS	CONTRACTOR
1	Ø24" x 7° EJIW 1040 TYPE B	CONTRACTOR

SITE DESIGN DATA

WATER QUALITY FLOW RATE	1.2 cfs
PEAK FLOW RATE	5.5 cfs
RETURN PERIOD OF PEAK FLOW	10 YRS

GENERAL NOTES
1. CONTECH TO PROVIDE ALL MATERIALS UNLESS NOTED OTHERWISE.
2. DIMENSIONS MARKED WITH ( ) ARE REFERENCE DIMENSIONS. ACTUAL DIMENSIONS MAY VARY.
3. FOR FABRICATION DRAWINGS WITH DETAILED STRUCTURE DIMENSIONS AND WEIGHT, PLEASE CONTACT YOUR CONTECH STORMWATER SOLUTIONS REPRESENTATIVE. www.contechstormwater.com
4. VORTSENTRY HS WATER QUALITY STRUCTURE SHALL BE IN ACCORDANCE WITH ALL DESIGN DATA AND INFORMATION CONTAINED IN THIS DRAWING.
5. STRUCTURE AND CASTINGS SHALL MEET AASHTO H20 LOAD RATING.

INSTALLATION NOTES
1. ANY SUB-BASE, BACKFILL DEPTH, AND/OR ANTI-FLOTATION PROVISIONS ARE SITE-SPECIFIC DESIGN CONSIDERATIONS AND SHALL BE SPECIFIED BY ENGINEER OF RECORD.
2. CONTRACTOR TO PROVIDE EQUIPMENT WITH SUFFICIENT LIFTING AND REACH CAPACITY TO LIFT AND SET THE VORTSENTRY HS MANHOLE STRUCTURE (LIFTING CLUTCHES PROVIDED).
3. CONTRACTOR TO INSTALL JOINT SEALANT BETWEEN ALL STRUCTURE SECTIONS AND ASSEMBLE STRUCTURE.
4. CONTRACTOR TO PROVIDE, INSTALL, AND GROUT PIPES. MATCH PIPE INVERTS WITH ELEVATIONS SHOWN.

STRUCTURE WEIGHT
APPROXIMATE HEAVIEST PICK = 8,500 LBS.

VortSentry® HS
U.S. AND FOREIGN PATENTS PENDING

SUBMITTAL

NCI

VORTSENTRY HS MODEL HS48 - 38619-01
EAST COLLEGE STREET
OBERLIN, LORAIN COUNTY, OH
for SYSTEM: SWQ MH-2

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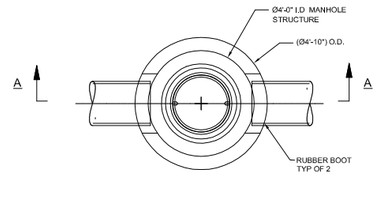
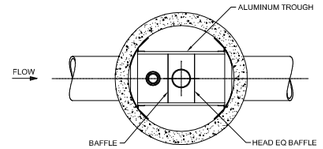
BASE FILE NAME: HS48-SUB.DWG
SCALE: NONE
DESIGNED: JSM | DRAWN: TE
DATE: 08/11/08
REV: X-XX-08

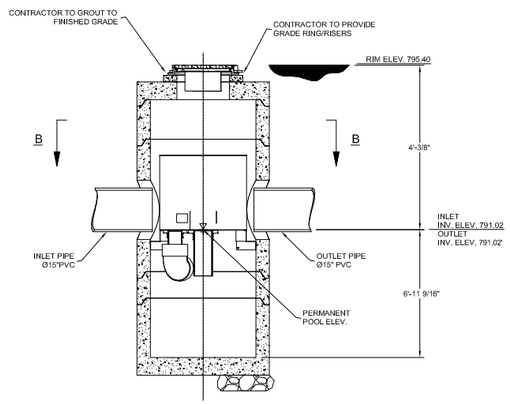
PRIVATE STRUCTURE SWQ MH-24



PLAN VIEW



SECTION B-B



SECTION A-A

MATERIALS LIST - PROVIDED BY CONTECH

COUNT	DESCRIPTION	INSTALLED BY
1	INTERNAL ALUM. COMPONENTS	CONTECH
1	SEALANT FOR JOINTS	CONTRACTOR
1	Ø24"X7° F&C EJIW 1040 TYPE B	CONTRACTOR

SITE DESIGN DATA

WATER QUALITY FLOW RATE	1.2 cfs
PEAK FLOW RATE	1.9 cfs
RETURN PERIOD OF PEAK FLOW	10 YRS

GENERAL NOTES
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STRUCTURE WEIGHT
APPROXIMATE HEAVIEST PICK = 8,500 LBS.

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U.S. AND FOREIGN PATENTS PENDING

SUBMITTAL

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VORTSENTRY HS MODEL HS48 - 38619-02
EAST COLLEGE STREET
OBERLIN, LORAIN COUNTY, OH
for SYSTEM: SWQ MH-24

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BASE FILE NAME: HS48-SUB.DWG
SCALE: NONE
DESIGNED: JSM | DRAWN: TE
DATE: 08/11/08
REV: X-XX-08

BY	DESCRIPTION	DATE
CFE	ORIGINAL ISSUE	1-30-09

REVISIONS

DATE: 1-9-09
DRAWN BY: TWJ
CH'D BY: RRB
DWG. NAME: 08039-D-SWPPDET02
PATH: L:\DOT\CONTROL\DWG
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KS ASSOCIATES

SWPPP MAINTENANCE DETAILS

EAST COLLEGE STREET PROJECT

PART OF ORIGINAL RUSSIA TOWNSHIP LOT No. 86
CITY OF OBERLIN, COUNTY OF LORAIN, STATE OF OHIO

SHEET 4 OF 6

JOB NO. 08039

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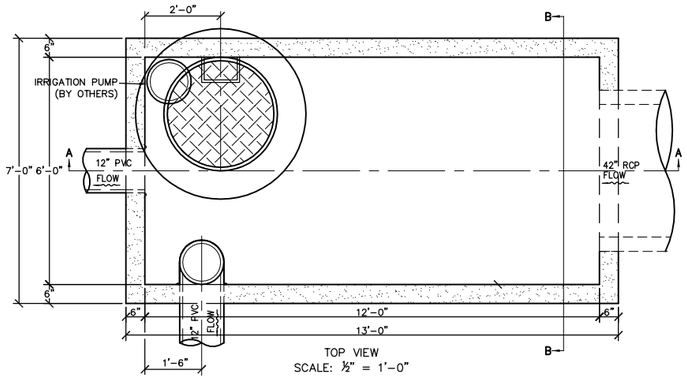
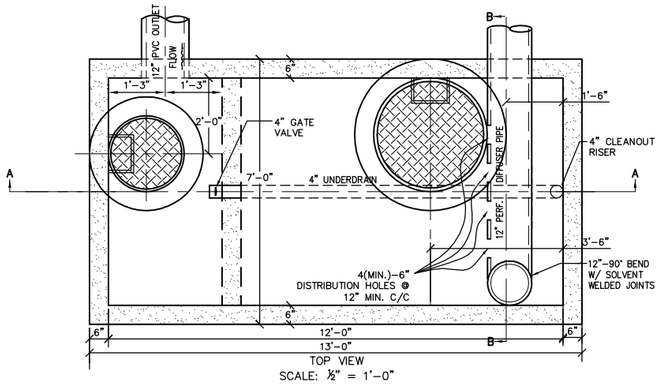
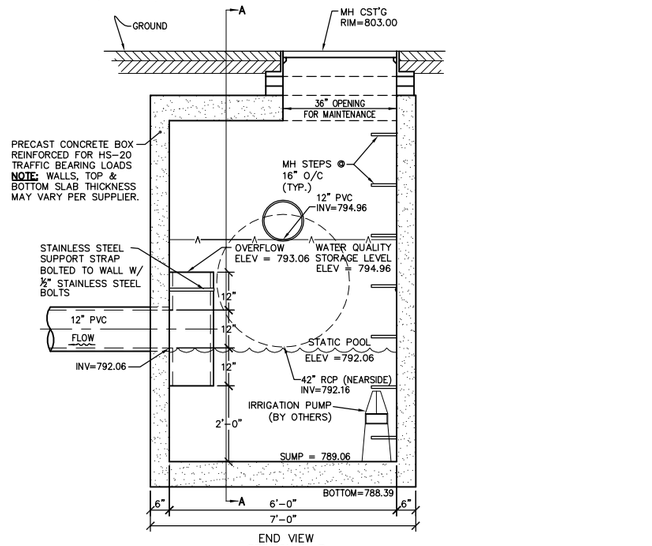


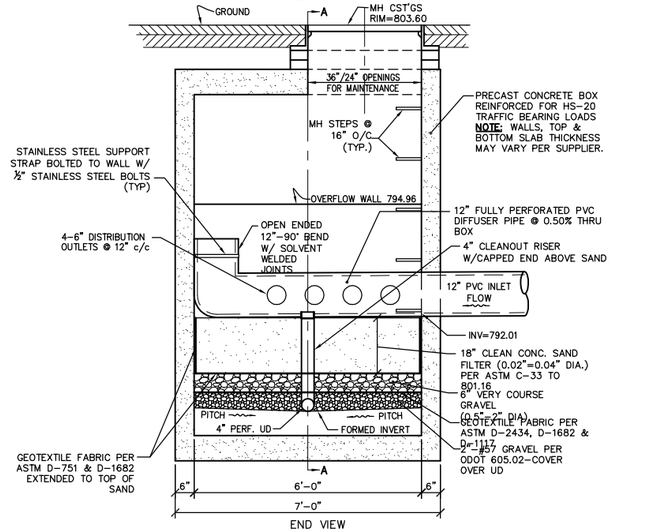
TOP VIEW
SCALE: ½" = 1'-0"



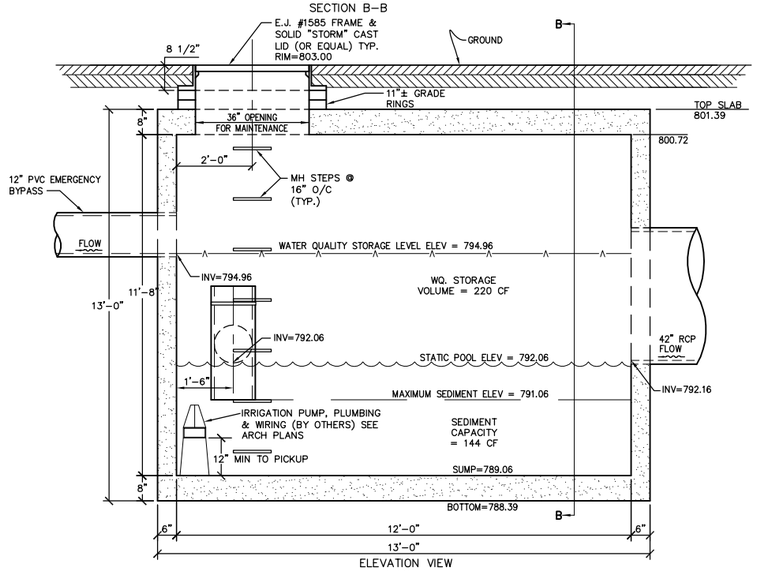
TOP VIEW
SCALE: ½" = 1'-0"



END VIEW
SECTION B-B

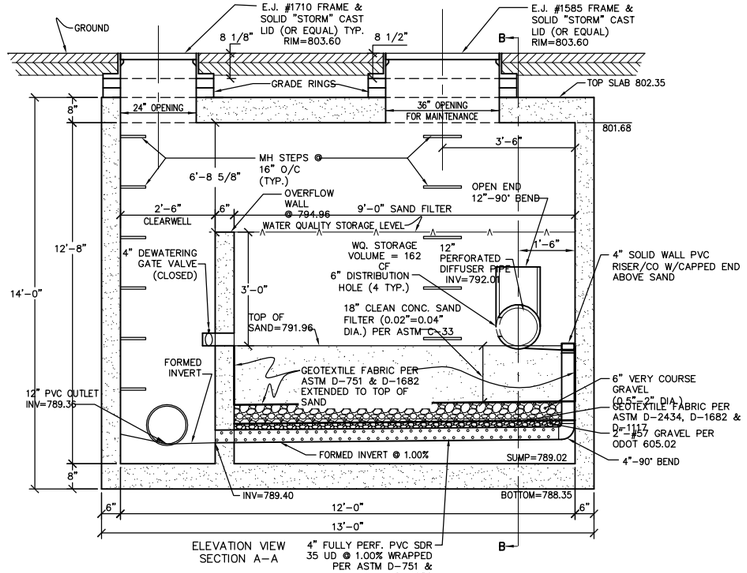


END VIEW
SECTION B-B



ELEVATION VIEW
SECTION A-A

SEDIMENT TANK (STRUCTURE 8)



ELEVATION VIEW
SECTION A-A

4" FULLY PERF. PVC SDR 35 UD @ 1.00% WRAPPED PER ASTM D-751 & D-1652

SUB-SURFACE SAND FILTER (STRUCTURE 7)

UNDERGROUND SAND FILTER DESIGN

Required Water Quality Volume:

Rainfall Depth , P	0.75 in	for sizing water quality structure (Ohio uses 0.75 in)
Drainage Area, A	57,064 sf	1.310 acres
Impervious Area	48,352 sf	
Impervious ratio, I	0.85	
runoff c	0.66	*(c = 0.858I³-0.78I²+0.774I+0.04)*
WQv	0.0541 ac-ft	*(WQv=(c*P*A/12))*
WQv	2,357 cf	
Required WQv	0.0108 ac-ft	*20% WQv*
Required WQv	471 cf	

Required Filtration Bed Footprint:

Depth of Sand Filter, d_f	1.5 ft	*(USEPA uses minimum of 1.5 ft)*
Hydraulic Conductivity, k	3.5 ft/day	*(USEPA uses 3.5ft/day and Metcalf & Eddy uses 4 gal/min*A$_f$)*
Avg. Ht. Of Available Head, h_f	1.5 ft	*(h_f=Hmax/2)*
Draw Down Time, t	1.57 days	*(OEPA requires 40 hours for sand filter)*
Impervious area, I	48,352 sf	
Porosity, n	0.4	*(0.4 typical for sand)*
Depth of Underdrain System, d_u	0.67 ft	*(A min. of 8" should be used - 4" underdrain with 4" aggregate above it)*
WQv =	471 cf	
Required Footprint of Filter Media, Af	40.3 sf	*(From Darcy's law Af=WQv*df/[k*(hf+df)*tf])*

Predict Filtration Bed Chamber Size:

Predict Width, Wf	6 ft	
Predict Length, Lf	9 ft	
No. of Units	1	
Footprint Provided, Af	54 sf	**Meets Requirements**
Filter Bed Volume, Vf	32 cf	*(where Vf=Af*df*n)*

Required Sedimentation Chamber:

WQv	471 cf	

SEDIMENT TANK DESIGN

Impervious Area, I	85 %	
Required Footprint, As	31 sf	*(As=0.056*WQv if I<75% or As=0.0081*WQv if I>75%)*
Required Volume, Vs	117.75 cf	(USEPA recommends Vs=0.25*WQv)
Width, Ws	6 ft	
Predict Length, Ls	12.0 ft	**Meets Requirements**
Depth Above Filter, ds1	3.0 ft	(where ds1=2*hf)
Depth Below Underdrain, ds2	0.0 ft	(if sedimentation chamber is not depressed, ds2=0)
Depth of Chamber, ds	3.0	(where ds=ds1+ds2)
Provided Footprint, As	72 sf	**Meets Requirements**
Volume Provided for Sedimentation Chamber, Vs	216 cf	*(where Vs=Ws*Ls*ds)*

Check Total Volume Provided:

Porosity, n	0.4	*(0.4 typical for sand)*
Volume Provided for Filter Bed, Vf	32 cf	*(where Vf=Af*df*n)*
Volume Provided Above Filter Chamber, Vtemp	162 cf	*(where Vtf=2*hf*Af)*
Volume Provided For Sedimentation Chamber, Vs	216 cf	
Additional Pipe Volume	96.2 cf	10 LF of 42" pipe (9.62 cf/lf)
Total Volume Provided, WQv	474 cf	(where WQv=Vtemp+Vs)
Required Volume, WQv	471 cf	**Meets Requirements**

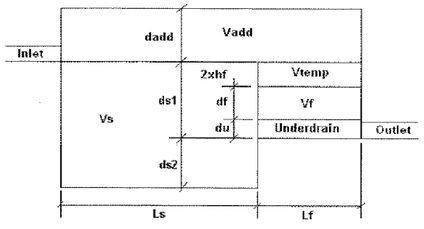
Additional Volume Provided:

Length, Ladd	21.0 ft	(where Ladd=Ls+Lf)
Width, Wadd	6 ft	
Area, Aadd	126 sf	(where Aadd=Ladd*Wadd)
Depth, dadd	2.89 ft	(measured to the inside top of structure)
Additional Volume, Vadd	364.14 cf	(where Vadd=Ladd*Wadd*dadd)

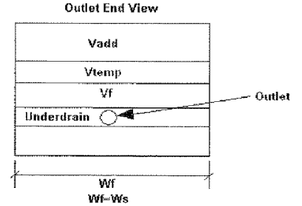
Note:
If sand diam. = 0.02 in and df = 18 in and v = 4gal/min*Af then Hloss = approx. 2ft

CHAMBER SCHEMATIC

Side View



Outlet End View



PUBLIC STRUCTURE

SWPPP MAINTENANCE DETAILS
EAST COLLEGE STREET PROJECT
PUBLIC/PRIVATE IMPROVEMENTS
PART OF ORIGINAL RUSSIA TOWNSHIP LOT No. 86
CITY OF OBERLIN, COUNTY OF LORAIN, STATE OF OHIO

REVISIONS			
DESCRIPTION	DATE	BY	
ORIGINAL ISSUE	1-30-09	CFE	

DATE: 1-29-09
DR.MN BY: CCC
CH'D BY: CFE
DWG. NAME: R0_08039_C-MAINT03
PATH: C:\08039\LDDT\CONTROL\DWG
F.B.

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HS ASSOCIATES

SHEET 5 OF 6

JOB NO. 08039

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INSPECTION AND MAINTENANCE REQUIREMENTS:

DURING CONSTRUCTION (BY PERMITEE HOLDER(S))

MAINTENANCE

ALL TEMPORARY AND PERMANENT CONTROL PRACTICES SHALL BE MAINTAINED AND REPAIRED AS NEEDED TO ENSURE CONTINUED PERFORMANCE OF THEIR INTENDED FUNCTION. ALL SEDIMENT CONTROL PRACTICES MUST BE MAINTAINED UNTIL ALL UP SLOPE AREAS THEY CONTROL ARE PERMANENTLY STABILIZED. THE CONTRACTOR SHALL COMPLY WITH THE MAINTENANCE REQUIREMENTS FOR THE PROPOSED EROSION CONTROLS. A WRITTEN DOCUMENT CONTAINING THE SIGNATURES OF ALL CONTRACTORS AND SUB-CONTRACTORS INVOLVED IN THE IMPLEMENTATION OF THE BMPS MUST BE MAINTAINED AS PROOF ACKNOWLEDGING THAT THEY REVIEWED AND UNDERSTAND THE CONDITIONS AND RESPONSIBILITIES OF THE SWPPP.

INSPECTION

TEMPORARY AND PERMANENT SEDIMENTATION AND EROSION CONTROL MEASURES MUST BE INSPECTED WEEKLY AND WITHIN 24 HOURS OF EACH RAIN STORM EVENT THAT PRODUCES 0.5 INCHES OR MORE OF RAIN OVER THE PRECEDING 24 HOUR PERIOD AND LOGGED BY THE OWNER AND CONTRACTOR FOR THE OHIO EPA.

A WRITTEN RECORD DOCUMENTING THE RESULTS OF THESE INSPECTIONS MUST BE MAINTAINED WITH THE SWPPP. DISTURBED AREAS AND AREAS USED FOR STORAGE OF MATERIALS THAT ARE EXPOSED TO PRECIPITATION SHALL BE INSPECTED FOR EVIDENCE OF OR THE POTENTIAL FOR, POLLUTANTS ENTERING THE EROSION AND SEDIMENT CONTROL MEASURES IDENTIFIED IN THE SWPPP. FURTHERMORE, THE CONTRACTOR SHALL ENSURE THAT THE MEASURES ARE OPERATING CORRECTLY. DISCHARGE LOCATIONS SHALL BE INSPECTED TO ASCERTAIN WHETHER EROSION AND SEDIMENT CONTROL MEASURES ARE EFFECTIVE IN PREVENTING SIGNIFICANT IMPACTS TO THE RECEIVING WATERS. LOCATIONS WHERE VEHICLES ENTER OR EXIT THE SITE SHALL BE INSPECTED FOR EVIDENCE OF OFF-SITE VEHICLE TRACKING.

I. WHEN PRACTICES REQUIRE REPAIR OR MAINTENANCE:
IF THE INSPECTION REVEALS THAT A CONTROL PRACTICE IS IN NEED OF REPAIR OR MAINTENANCE, WITH EXCEPTION OF A SEDIMENT SETTLING POND, IT MUST BE REPAIRED OR MAINTAINED WITHIN THREE DAYS OF INSPECTION. SEDIMENT SETTLING PONDS MUST BE REPAIRED OR MAINTAINED WITHIN 10 DAYS OF THE INSPECTION.

II. WHEN PRACTICES FAIL TO PROVIDE THEIR INTENDED FUNCTION:
IF THE INSPECTION REVEALS THAT A CONTROL PRACTICE FAILS TO PERFORM ITS INTENDED FUNCTION AND THAT ANOTHER, MORE APPROPRIATE CONTROL PRACTICE IS REQUIRED, THE SWP3, MUST BE AMENDED AND THE NEW CONTROL PRACTICE MUST BE INSTALLED WITHIN 10 DAYS OF INSPECTION.

III. WHEN PRACTICES DEPICTED ON THE SWP3 ARE NOT INSTALLED:
IF THE INSPECTION REVEALS THAT A CONTROL PRACTICE HAS NOT BEEN IMPLEMENTED IN ACCORDANCE WITH THE SWP3, THE SWP3 MUST BE AMENDED AND THE NEW CONTROL PRACTICE MUST BE INSTALLED WITHIN 10 DAYS OF THE INSPECTION. IF THE INSPECTION REVEALS THAT THE PLANNED CONTROL PRACTICE IS NOT NEEDED, THE RECORD MUST CONTAIN A STATEMENT OF EXPLANATION AS TO WHY THE CONTROL PRACTICE IS NOT NEEDED.

AFTER CONSTRUCTION (BY OWNER AND FUTURE SUCCESSORS AND ASSIGNS)

VORTSENTRY HS SYSTEMS (MANUFACTURED BY CONTECH):

THE CONTRACTOR IS RESPONSIBLE TO SUPPLY THE OWNER WITH AN OPERATION & MAINTENANCE MANUAL SUPPLIED BY THE MANUFACTURE UPON COMPLETION OF THE STRUCTURE INSTALLATION AND ACCEPTANCE BY THE OWNER.

1. THE OWNER SHALL VISUALLY INSPECT THE UNIT ON A QUARTERLY BASIS. IT IS RECOMMENDED TO RECORD INSPECTIONS.

2. THIS UNIT SHALL BE CLEANED WHEN THE SEDIMENT HAS ACCUMULATED TO A DEPTH OF TWO FEET IN THE TREATMENT CHAMBER.
TO DETERMINE SEDIMENT STORAGE:
– USING A STADIA ROD OR SIMILAR MEASURING DEVICE, MEASURE THE DISTANCE FROM THE MANHOLE OPENING TO THE TOP OF THE SEDIMENT PILE.
– WITH THE SAME DEVICE, MEASURE THE DISTANCE FROM THE MANHOLE OPENING TO THE WATER SURFACE.
– IF THE DIFFERENCE BETWEEN THESE MEASUREMENTS IS LESS THAN 4.7 FEET, THIS UNIT WILL NEED TO BE CLEANED.

3. CLEANOUTS SHOULD BE DONE DURING DRY WEATHER & SEDIMENT REMOVAL SHALL BE DONE BY A VACUUM TRUCK.

4. LARGE PETROLEUM SPILLS SHALL BE CLEANED OUT IMMEDIATELY AND WITH THE MOST EFFECTIVE MEANS APPROPRIATE.

SEDIMENTATION TANK AND SAND FILTER:

THIS SYSTEM IS NOT A PRE-MANUFACTURED SYSTEM BUT WAS SPECIFICALLY DESIGNED FOR THIS SITE. THE FOLLOWING INSPECTION AND MAINTENANCE GUIDELINES ARE INTERPRETATIONS FROM THE ODNR RAINWATER & LAND DEVELOPMENT MANUAL:

MONTHLY: REMOVE DEBRIS; CHECK FOR CLOGGING AND SEDIMENT ACCUMULATION ON THE FILTER SURFACE; AND CHECK SEDIMENT CHAMBER IF IT IS MORE THAN 1/2 FULL OF SEDIMENT- CLEAN OUT WITH VACUUM TRUCK OR OTHER MEANS.

SEMI-ANNUALLY: ALL OF THE ABOVE PLUS CHECK FOR STRUCTURAL DAMAGE AND LEAKAGE; REPAIR ANY GRATES AND MECHANICS AS NEEDED; REPLENISH MATERIAL TO ENSURE FULL 18" DEPTH.

ANNUAL OR AFTER MAJOR STORM EVENTS: ALL OF THE ABOVE AND INSPECT SPILLWAYS AND REPAIR AS NECESSARY. ENSURE PROPER DRAINAGE IS OCCURRING OR SEE NOTE BELOW.

IF AT ANY TIME STANDING WATER IS OCCURRING, RAKE THE TOP OF THE SURFACE, IF THIS DOES NOT AIDE IN WATER DRAW-DOWN REMOVE TOP 6" OF SAND (WITH VACUUM TRUCK OR OTHER MEANS), RAKE REMAINING SAND AND REPLENISH. OTHERWISE COMPLETE REMOVAL IS NECESSARY AND REPLENISH WITH CLEAN/WASHED CONCENTRIC SAND AT 18" DEPTH.

ADDITIONAL MAINTENANCE REQUIRMENTS AS NOTED IN THE CITY OF OBERLIN PUBLIC WORKS STANDARDS (4-9-08 VERSION, CHECK WITH CITY FOR ANY REVISIONS OR ADDITIONS TO THEIR MAINTENANCE REQUIREMENTS)

City of Oberlin – Public Works Standards Stormwater Management Standards v2008.01

13 POST CONSTRUCTION OPERATION AND MAINTENANCE

13.1 PERPETUAL OPERATION AND MAINTENANCE

13.1.1 Any portion of the permanent drainage, soil erosion, sediment control and water quality management systems, including on-site and off-site storage facilities that are constructed by the owner, will be continuously maintained into perpetuity.

13.1.2 Single-Family Residential Developments: A Homeowners' Association shall be created and placed in title of the affected lands and shall be continuously responsible for post-construction maintenance and inspections into perpetuity unless such maintenance and inspections become officially accepted by the City.

13.1.3 Multi-Family, Commercial and Industrial Developments: The plans will clearly state that the owner of the property shall be continuously responsible for post-construction maintenance and inspections into perpetuity unless such maintenance and inspections become officially accepted by the City.

13.1.4 Maintenance Design: Low maintenance requirements are a priority in the design and construction of all facilities. Multi-use facilities incorporating assets such as aesthetics and recreation may be incorporated into the design of the drainage facilities. All permanent drainage, soil erosion, sediment control, water quality management systems and BMPs, including on-site and off-site structures and vegetation that are constructed or planted, must be inspected and maintained into perpetuity by the responsible party designated in the plans and the requirements of this ordinance. Inspections and maintenance will be incorporated periodically throughout the year to ensure that the facilities are properly operational.

13.1.5 A written and stamped report from a professional engineer on the status of all storm water basins and surface drainage swales, and status of the related easements for each project, shall be submitted to the City by May 1st of each year into perpetuity.

13.1.6 A written and stamped report from a professional engineer, landscape architect or Certified Professional Soil Erosion and Sediment Control Specialist (CPESC) on the status of permanent soil erosion, sediment control, water quality management systems and status of the related easements shall be submitted to the City by May 1st of each year into perpetuity

REVISIONS			
DATE	DESCRIPTION	BY	
1-30-09	ORIGINAL ISSUE	CFE	

DATE: 1-29-09
DRAWN BY: CCC
CH'D BY: CFE
DWG. NAME: 08039-C-MAINT04
PATH: C:\08039\LDDT\CONTROL\DWG
F.B.

KS Associates, Inc.
200 Burns Rd., Suite 100
Elyria, Ohio 44035
Phone (440) 365-4730
Fax (440) 365-4790
mailroom@ksassoc.com
www.ksassoc.com
KS ASSOCIATES

SWPPP MAINTENANCE REQUIREMENTS
EAST COLLEGE STREET PROJECT
PUBLIC/PRIVATE IMPROVEMENTS
PART OF ORIGINAL RUSSIA TOWNSHIP LOT No. 86
CITY OF OBERLIN, COUNTY OF LORAIN, STATE OF OHIO

SHEET 6 OF 6

JOB NO. 08039

R:\08000\08039\ldt\control\dwg\00-08039-C-MAINT04.dwg 1/30/2009 9:55:05 AM EST

EXHIBIT A

SUSTAINABLE COMMUNITIES SUBDIVISION

PART OF

ORIGINAL RUSSIA TOWNSHIP LOT No 86
AND PART OF SUBLOTS 34 AND 35 ORIGINAL PLAT OF OBERLIN P.V. 5 P. 30
SUBLOT 1 AND PART OF SUBLOT 2 IN HAZEN AND ELLIS SUBDIVISION P.V. 1 P. 41
CITY OF OBERLIN, COUNTY OF LORAIN, STATE OF OHIO

OWNER'S CERTIFICATE

THIS IS TO CERTIFY THAT THE UNDERSIGNED, SUSTAINABLE COMMUNITY ASSOCIATES LTD, OWNER OF LAND CONTAINED WITHIN THIS PLAT OF THE SUSTAINABLE COMMUNITIES SUBDIVISION, DO HEREBY ACCEPT IT TO BE CORRECT AND DEDICATES FOREVER TO PUBLIC USE THE STREETS AND EASEMENTS AS SHOWN HEREON.

BY: _____
BENJAMIN EZINGA, SUSTAINABLE COMMUNITY ASSOCIATES LTD

_____ BY: _____
WITNESS

_____ BY: _____
WITNESS

NOTARY CERTIFICATE

STATE OF OHIO
SS

LORAIN COUNTY
BEFORE ME, A NOTARY PUBLIC, IN AND FOR SAID COUNTY AND STATE DID PERSONALLY APPEAR, BEN EZINGA REPRESENTING SUSTAINABLE COMMUNITY ASSOCIATES LTD, OWNER OF THE LAND CONTAINED WITHIN THIS PLAT, WHO ACKNOWLEDGED THAT HE DID SIGN THIS FOREGOING PLAT AND THAT IT WAS HIS OWN FREE ACT AND DEED. IN TESTIMONY WHEREOF, I HAVE SET MY HAND AND OFFICIAL SEAL

ON THIS _____DAY OF_____, 20__ .

_____
NOTARY PUBLIC
MY COMMISSION EXPIRES

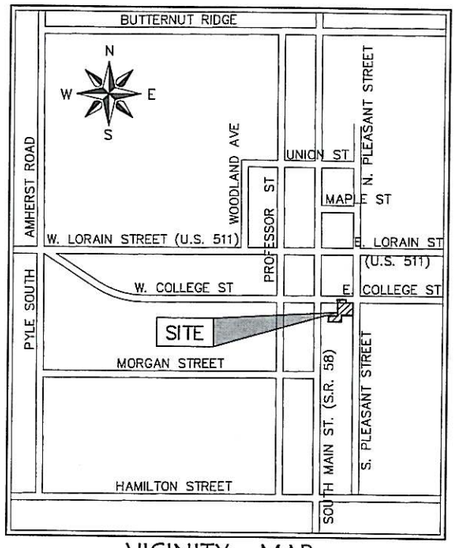
UNDERGROUND UTILITIES

THE OWNER OF THE WITHIN PLATTED LAND DOES HEREBY GRANT UNTO THE COLUMBIA GAS OF OHIO., OBERLIN MUNICIPAL LIGHT AND POWER SYSTEM (OMLPS), VERIZON TELEPHONE CO, AND CABLE CO-OP OF OBERLIN , THEIR SUCCESSORS AND ASSIGNEES, (HEREINAFTER REFERRED TO AS THE GRANTEES), A PERMANENT RIGHT OF WAY EASEMENT TWELVE FEET (12') IN WIDTH OVER, UNDER AND THROUGH ALL SUBLOTS AND ALL LANDS SHOWN HEREON AND PARALLEL WITH AND CONTIGUOUS TO ALL STREET LINES, EXCEPT WHERE SHOWN OTHERWISE, TO CONSTRUCT, PLACE, OPERATE, MAINTAIN, REPAIR, RECONSTRUCT AND RELOCATE SUCH UNDERGROUND ELECTRIC AND COMMUNICATION CABLES, DUCTS, CONDUITS SURFACE OR BELOW GROUND, MOUNTED TRANSFORMERS, PEDESTALS, CONCRETE PADS AND OTHER FACILITIES AS ARE NECESSARY AND CONVENIENT FOR THE GRANTEES TO DISTRIBUTE AND TRANSMIT ELECTRICITY AND COMMUNICATIONS SIGNALS FOR PUBLIC AND PRIVATE USE AT SUCH LOCATIONS AS GRANTEES MAY DETERMINE UPON, WITHIN AND ACROSS THE EASEMENT PREMISES. SAID EASEMENT SHALL INCLUDE THE RIGHT TO INSTALL, MAINTAIN, REPAIR AND AUGMENT ELECTRIC AND COMMUNICATIONS FACILITIES OUTSIDE THE ABOVE DESCRIBED PREMISES AND SHALL ALSO INCLUDE THE RIGHT OF ACCESS, INGRESS AND EGRESS TO AND FROM ANY OF THE WITHIN DESCRIBED PREMISES FOR THE PURPOSE OF EXERCISING ANY OF THE EASEMENT RIGHTS INDICATED HEREIN. GRANTEES SHALL AT THEIR EXPENSE RESTORE THE LAND TO ITS CONDITION AS IT EXISTED IMMEDIATELY PRIOR TO THE WORK PERFORMED BY GRANTEES, EXCEPT GRANTEE SHALL NOT BE RESPONSIBLE FOR REPLACING OR REPAIRING ANY PERMANENT STRUCTURES, TREES OR SHRUBS WHICH ARE LOCATED WITHIN THE EASEMENT BOUNDARIES AND ARE DAMAGED OR REMOVED AS A RESULT OF WORK PERFORMED AS PROVIDED FOR HEREIN BY GRANTEES. THE SUBLOTS SHALL BE RESTRICTED TO UNDERGROUND UTILITY SERVICE.

BY: _____
BENJAMIN EZINGA, SUSTAINABLE COMMUNITY ASSOCIATES LTD

LORAIN COUNTY AUDITOR

LORAIN COUNTY RECORDER



VICINITY MAP

SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT AT THE REQUEST OF THE OWNERS, I HAVE SURVEYED AND PLATTED "THE SUSTAINABLE COMMUNITIES SUBDIVISION" AS SHOWN HEREON AND CONTAINING 2.3221 ACRES OF LAND IN RUSSIA TOWNSHIP ORIGINAL LOT 86 IN THE CITY OF OBERLIN, COUNTY OF LORAIN, AND STATE OF OHIO. AT ALL POINTS THUSLY INDICATED -o-, IRON PIN MONUMENTS WERE FOUND AND AT ALL POINTS THUSLY INDICATED -o-, IRON PIN MONUMENTS WERE SET. DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF. BEARINGS SHOWN ARE ASSUMED AND USED TO DESCRIBE ANGLES ONLY. THIS PLAT REPRESENTS A SURVEY IN WHICH THE TRAVERSE OF THE EXTERIOR BOUNDARIES OF THE TRACT AND OF EACH BLOCK WHEN COMPUTED FROM FIELD MEASUREMENTS OF THE GROUND CLOSED WITHIN A LIMIT OF ERROR OF ONE (1) FOOT TO TEN THOUSAND (10,000) FEET OF THE PERIMETER BEFORE BALANCING THE SURVEY. THE SURVEY MEETS THE MINIMUM STANDARDS FOR LAND SURVEYS, IN SECTION 4733-37 OF THE OHIO ADMINISTRATIVE CODE AND ADJACENT PROPERTY DESCRIPTIONS HAVE BEEN CONSIDERED IN PERFORMING THIS SURVEY. ALL OF WHICH I CERTIFY TO BE CORRECT.

_____
DAVID L. ELWELL
REGISTERED SURVEYOR NO 6333

ACREAGE TABULATION

AREA IN SUBLOTS	= 1.7989 AC.
AREA IN BLOCK "A"	= 0.1137 AC.
AREA IN R/W	= 0.4095 AC.
TOTAL AREA	= 2.3221 AC.

PREPARED FOR:

SUSTAINABLE COMMUNITY ASSOCIATES LTD
138 HOLLYWOOD STREET
OBERLIN, OHIO 44074
PHONE: (440) 574-9521
CONTACT: BEN EZINGA

MORTGAGEES CERTIFICATE

THIS IS TO CERTIFY THAT THE UNDERSIGNED, REPRESENTING _____
MORTGAGEE OF LAND CONTAINED WITHIN THIS PLAT OF THE SUSTAINABLE COMMUNITIES SUBDIVISION, HAS EXAMINED THIS PLAT OF THE SAME, ACCEPTS IT TO BE CORRECT, AND DEDICATES FOREVER TO PUBLIC USE THE STREETS AND EASEMENTS AS SHOWN HEREON.

_____ _____
REPRESENTATIVE TITLE

_____ _____
WITNESS WITNESS

MORTGAGEE'S NOTARY CERTIFICATE

STATE OF OHIO
SS
LORAIN COUNTY
BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE DID PERSONALLY APPEAR _____
REPRESENTING _____
WHO ACKNOWLEDGED THAT ____ DID SIGN THIS FOREGOING PLAT AND THAT IT WAS ____ OWN FREE ACT AND DEED, IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL ON THIS ____ DAY OF _____ 20___.

_____
NOTARY PUBLIC
MY COMMISSION EXPIRES _____

APPROVALS:

PUBLIC WORKS DIRECTOR

THIS IS TO CERTIFY THAT THIS FOREGOING PLAT OF THE SUSTAINABLE COMMUNITIES SUBDIVISION IS HEREBY APPROVED BY THE PUBLIC WORKS DIRECTOR OF THE CITY OF OBERLIN, OHIO.

_____ _____
DIRECTOR, CITY OF OBERLIN DATE
PUBLIC WORKS

PLANNING COMMISSION

THIS IS TO CERTIFY THAT THIS FOREGOING PLAT OF THE SUSTAINABLE COMMUNITIES SUBDIVISION IS HEREBY APPROVED BY THE PLANNING COMMISSION OF THE CITY OF OBERLIN, OHIO.

_____ _____
CHAIRMAN, CITY OF OBERLIN DATE
PLANNING COMMISSION

CITY ENGINEER

THIS IS TO CERTIFY THAT THIS FOREGOING PLAT OF THE SUSTAINABLE COMMUNITIES SUBDIVISION IS HEREBY APPROVED BY THE ENGINEERING DIRECTOR OF THE CITY OF OBERLIN, OHIO.

_____ _____
ENGINEER, CITY OF OBERLIN DATE
ENGINEERING

CITY COUNCIL

THIS IS TO CERTIFY THAT THIS FOREGOING PLAT OF THE SUSTAINABLE COMMUNITIES SUBDIVISION IS HEREBY APPROVED BY THE CITY COUNCIL OF OBERLIN, OHIO.

_____ _____
PRESIDENT, CITY COUNCIL DATE

CITY SOLICITOR

THIS IS TO CERTIFY THAT THIS FOREGOING PLAT OF THE SUSTAINABLE COMMUNITIES SUBDIVISION IS HEREBY APPROVED BY THE CITY SOLICITOR OF OBERLIN, OHIO.

_____ _____
SOLICITOR, CITY OF OBERLIN DATE

BY	DESCRIPTION	DATE
RRB	ORIGINAL ISSUE	11-26-08

REVISIONS

DATE: 8-15-08
DRAWN BY: CCC
CH'D BY: RRB
DWG. NAME: 08039-A-PLATS.
PATH: R:\08039\LDDT\CONTROL.DWG
F.B. _____

KS Associates, Inc.
260 Burns Road, Suite 100
Elyria, OH 44035
P 440 365 4730
F 440 365 4790
www.ksassociates.com
KS ASSOCIATES

RECORD PLAT - TITLE SHEET
SUSTAINABLE COMMUNITIES SUBDIVISION
PART OF ORIGINAL RUSSIA TOWNSHIP LOT No. 86
AND PART OF SUBLOTS 34 AND 35 ORIGINAL PLAT OF OBERLIN P.V. 5 P. 30
SUBLOT 1 AND PART OF SUBLOT 2 IN HAZEN AND ELLIS SUBDIVISION P.V. 1 P. 41
CITY OF OBERLIN, COUNTY OF LORAIN, STATE OF OHIO

SHEET 1 OF 3

JOB NO. 08039

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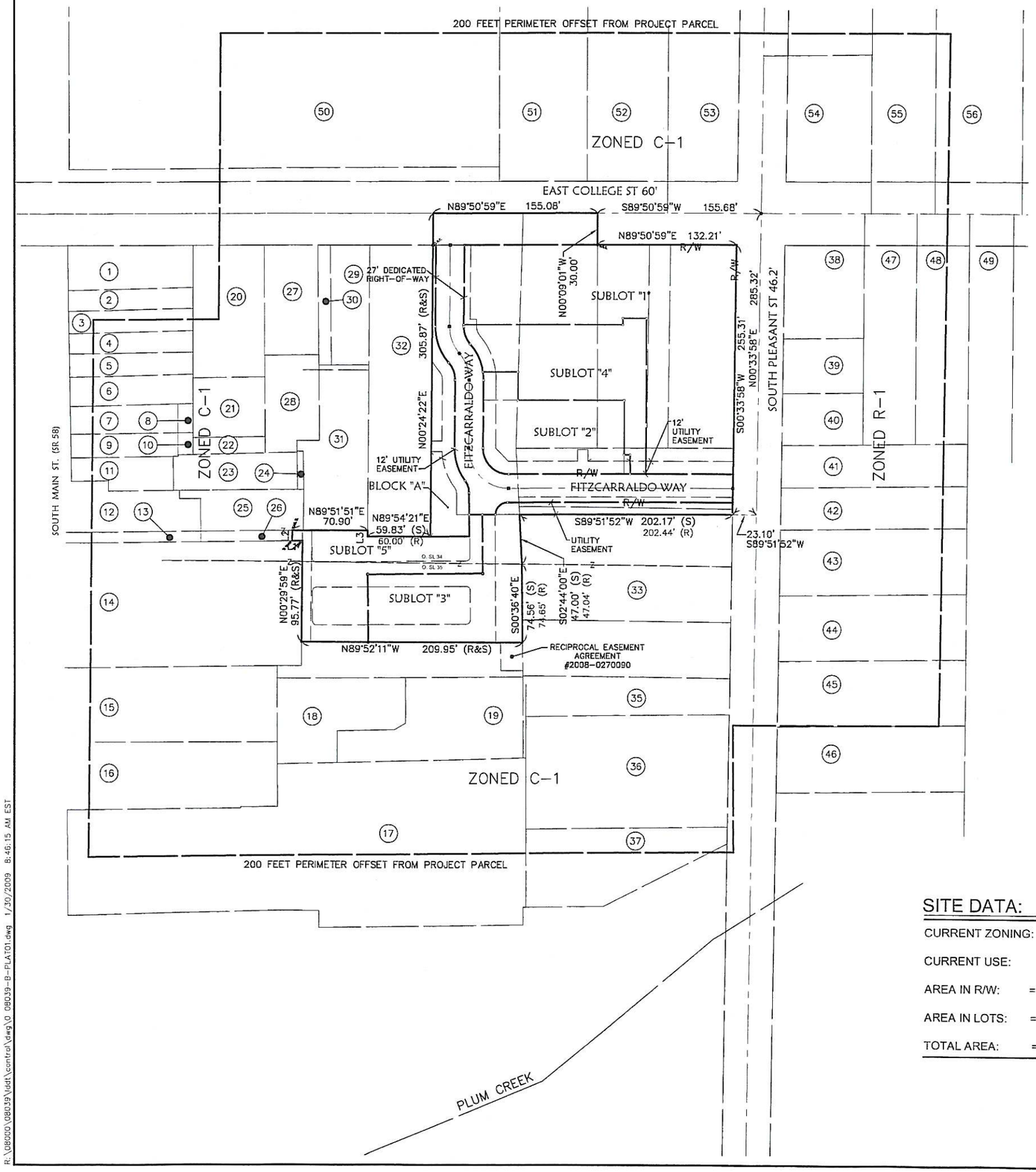
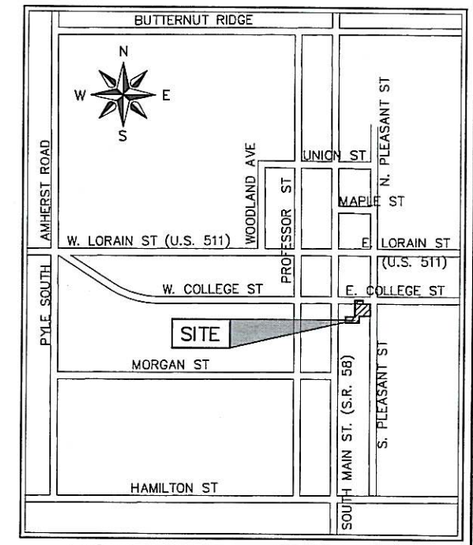
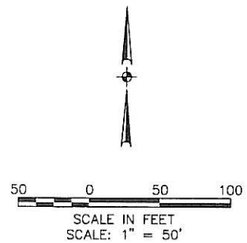




VICINITY MAP SCALE: 1"=400'
SUSTAINABLE COMMUNITIES SUBDIVISION

LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°51'51"E	9.57' (R&S)
L2	N00°41'44"E	10.00' (R&S)
L3	S00°24'22"W	5.83' (S) 5.67' (R)



SITE DATA:

CURRENT ZONING: C-1 CENTRAL BUSINESS DISTRICT

CURRENT USE: VACANT/COMMERCIAL

AREA IN R/W: = 0.4095 Ac

AREA IN LOTS: = 1.9126 Ac

TOTAL AREA: = 2.3221 Ac

PARCEL ID	PPN	OWNER
1	09-00-086-102-001	ARTHUR & ADA CLARK FAMILY LTD PARTNERSHIP
2	09-00-086-102-002	ARTHUR & ADA CLARK FAMILY LTD PARTNERSHIP
3	09-00-086-102-003	ARTHUR & ADA CLARK FAMILY LTD PARTNERSHIP
4	09-00-086-102-004	ARTHUR & ADA CLARK FAMILY LTD PARTNERSHIP
5	09-00-086-102-005	COLE JOHN D
6	09-00-086-102-006	WALTZER JOSEPH B
7	09-00-086-102-007	THE GEORGE H BAILEY CO LLC
8	09-00-086-102-100	THE GEORGE H BAILEY CO LLC
9	09-00-086-102-009	GORSKE JOHN P
10	09-00-086-102-099	GORSKE JOHN P
11	09-00-086-102-010	MILKOVICH STEVE & DONA
12	09-00-086-102-011	SUPERS HELEN J
13	09-00-086-102-012	SUPERS HELEN J
14	09-00-086-102-083	NORD FAMILY FOUNDATION
15	09-00-086-102-020	OHIO MOTORISTS ASSOCIATION
16	09-00-086-102-021	BUSH MICHAEL & DEBRA L
17	09-00-086-102-103	OBERLIN PUBLIC LIBRARY BOARD OF TRUSTEES
18	09-00-086-102-107	OHIO MOTORISTS ASSOCIATION
19	09-00-086-102-106	OBERLIN PUBLIC LIBRARY BOARD OF TRUSTEES
20	09-00-086-102-038	STEEL SANDERS M & WM N
21	09-00-086-102-039	STEEL SANDERS M & WM N
22	09-00-086-102-042	OBERLIN OFF STREET PARKING INC
23	09-00-086-102-043	OBERLIN OFF STREET PARKING INC
24	09-00-086-102-044	OBERLIN OFF STREET PARKING INC
25	09-00-086-102-045	OBERLIN OFF STREET PARKING INC
26	09-00-086-102-046	OBERLIN OFF STREET PARKING INC
27	09-00-086-102-040	ARTHUR & ADA CLARK FAMILY LTD PARTNERSHIP
28	09-00-086-102-041	PREMIERBANK & TRUST
29	09-00-086-102-048	PREMIERBANK & TRUST
30	09-00-086-102-086	OBERLIN CITY OF
31	09-00-086-102-047	OBERLIN OFF STREET PARKING INC
32	09-00-086-102-049	PEARSON JOHN & AUDREY
33	09-00-086-102-089	OBERLIN COLLEGE
34	Not Used	
35	09-00-086-102-096	PREMIERBANK & TRUST AN OHIO BANKING CORPORATION
36	09-00-086-102-098	PREMIERBANK & TRUST AN OHIO BANKING CORPORATION
37	09-00-086-102-069	LISA LTD
38	09-00-086-106-001	JORDAN GARY L
39	09-00-086-106-002	VIEIRA ALEX PROPERTIES LLC
40	09-00-086-106-003	STANFIELD SCOTT DALE & DEBRA JOY
41	09-00-086-106-012	SGM ENTERPRISES LTD
42	09-00-086-106-013	
43	09-00-086-106-014	GARCIA ANTHONY
44	09-00-086-106-015	OBERLIN CITY OF
45	09-00-086-106-016	OBERLIN CITY OF
46	09-00-086-106-017	OBERLIN CITY OF
47	09-00-086-106-004	WILBURN ANDREW T
48	09-00-086-106-005	MOORE JOHN F & WENDY E
49	09-00-086-106-006	WRIGHT JAMES & ELIZABETH C
50	09-00-086-101-050	OBERLIN COLLEGE
51	09-00-086-101-046	OBERLIN COLLEGE
52	09-00-086-101-047	OBERLIN SHANSI MEMORIAL ASSOCIATION
53	09-00-086-101-049	OBERLIN COLLEGE
54	09-00-086-105-015	V P K LTD
55	09-00-086-105-016	HUBER JO L
56	09-00-086-105-017	NEIGHBORHOOD HOUSE ASSOC OF LORAIN COUNTY

BY	DESCRIPTION	DATE
RRB	ORIGINAL ISSUE	11-25-08

REVISIONS

DATE: 7-09-09
DRAWN BY: CCC
CHD BY: DJE
DWG. NAME: R:\08000\08039\Vdot\control\dwg\0_08039-B-PLAT01.dwg
PATH: R:\08000\08039\Vdot\control\dwg
F.B.

KS Associates, Inc.
260 Burns Road, Suite 100
Elyria, OH 44035
P 440 365 4730
F 440 365 4790
www.ksassociates.com
KS ASSOCIATES

RECORD PLAT
SUSTAINABLE COMMUNITIES SUBDIVISION
PART OF ORIGINAL RUSSIA TOWNSHIP LOT No 86
AND PART OF SUBLOTS 34 AND 35 ORIGINAL PLAT OF OBERLIN P.V. 5 P. 30
SUBLOT 1 AND PART OF SUBLOT 2 IN HAZEN AND ELLIS SUBDIVISION P.V. 41
CITY OF OBERLIN, COUNTY OF LORAIN, STATE OF OHIO

SHEET 2 OF 3

JOB NO. 08039

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LEGEND

- ⊙ R.F. IRON PIN/PIPE FOUND
- ⊙ D.H.F. DRILL HOLE FOUND
- ◎ NAIL SET
- Ⓜ MONUMENT BOX
- O IRON PIN SET
- CENTERLINE
- RIGHT-OF-WAY
- PROPERTY LINE
- EXIST PROPERTY LINE
- EASEMENT LINE

EAST COLLEGE STREET 60'

SOUTH PLEASANT STREET 46.2'

FITZCARRALDO WAY 27'

N89°50'59"E 155.08' | S89°50'59"W 155.68'

N89°50'59"E 125.41' | N89°50'59"E 257.62' | N89°50'59"E 132.21' R/W

30.00' | N00°09'01"W 30.00'

S89°50'59"W 27.00' | 6.00' | 13.50' 13.50' | 2.96'

09-00-086-105 SUSTAINABLE COMMUNITY ASSOCIATES LTD. #200309622280

09-00-086-102-058 SUSTAINABLE COMMUNITY ASSOCIATES LTD. #200400015750

09-00-086-102-108 SUSTAINABLE COMMUNITY ASSOCIATES LTD. #200500094943

09-00-086-102-109 SUSTAINABLE COMMUNITY ASSOCIATES LTD. #200500094943

09-00-086-102-061 SUSTAINABLE COMMUNITY ASSOCIATES LTD. #200500094943

09-00-086-106-001 GARY L JORDAN

09-00-086-106-002 VIEIRA ALEX PROPERTIES, LLC

09-00-086-106-003 SCOTT DALE STANFIELD & DEBRA JOY

09-00-086-106-012 SGM ENTERPRISES LTD

09-00-086-106-013 (MAIL: 1721 MOON LAKE BLVD #400 HOFFMAN ESTATES, IL 60194)

09-00-086-106-014 ANTHONY GARCIA

09-00-086-106-015 CITY OF OBERLIN

N00°33'58"E 285.32' | S00°33'58"W 255.31' | 216.82'

N00°21'41"E 77.03' | N00°21'41"E 77.15' | S00°21'41"W 77.28' | 75.31' | 70.32'

27' DEDICATED RIGHT-OF-WAY

305.87' (R&S)

6.00' | 7.01' | 4.97' | 1.97'

N90°00'00"W 150.14' | S00°00'00"W 6.00' | N90°00'00"W 22.57'

SUBLOT 1
31,169 sf = 0.7155 Ac

SUBLOT 4
12,077 sf = 0.2773 Ac

SUBLOT 2
10,143 sf=0.2329 Ac

SUBLOT 5
10,819 sf = 0.2484 Ac

SUBLOT 3
14,149 sf = 0.3248 Ac

BLOCK "A"
4,953 sf = 0.1137 Ac

17,839 sf = 0.4095 Ac

C1 C2 C3 C4 C5 C6 C7 C8 C9 C10 C11 C12 C13

N90°00'00"W 33.27' | N00°00'00"E 26.92' | STORM ESMT

N90°00'00"E 100.23' | N00°00'00"E 51.45'

S00°00'00"W 147.04'

10.00' | S89°50'58"W 6.01' | 39.99' | 11.00' | N00°09'02"W 18.00'

STORM ESMT | 114.87' | S89°50'58"W R/W | 14.92' | SL 1 | 83.23' | HAZEN & ELLIS SUBDIV. P.V. 1 P. 14

12' UTILITY EASEMENT

S89°50'58"W 213.02' | R/W S89°50'58"W 212.86' | S89°50'58"W 213.69' | R/W

27.00' | 13.50' 13.50' | O.R.F. | 11.49' | 23.10' | O.R.F. | S89°51'52"W

S89°51'52"W 202.17' (S) 202.44' (R)

UTILITY EASEMENT

1 ROD (16.5') WIDE EASEMENT TO NORTHERN OHIO TEL. CO. D.V. 1096 P. 280

S02°44'00"E 47.00' (S) 47.04' (R)

24.00' CROSS ACCESS ESMT

N00°28'39"W 20.87' | 12.00' | 12.50' | 12.50' | 22.87'

N00°28'39"W 20.67' | 55.78'

S89°51'52"W 25.00'

N89°51'51"E 70.90' | N89°54'21"E 59.83' (S) 60.00' (R) | S89°54'21"W 37.13'

L1 S 34°W MAC. S | L2 MAC. S | L3

O. SL 34 | O. SL 35

8.6' NO BUILDING AREA D.V. 224 P. 109 TITLE ITEM 10

N89°31'21"E 109.50' | P.V. 1 P.18 | P.V. 5 P.30

95.77' (R&S) | 275.87' | 64.27' | 64.27' | 64.27' | 51.45'

S00°21'41"W | N00°21'41"E | N00°24'22"E | 10.00' | 10.20' | 10.32' | 80.49'

09-00-086-102-047 OBERLIN OFF-STREET PARKING INC. VOL. 789, PG. 311 L.C.D.R.

09-00-086-102-045 OBERLIN OFF-STREET PARKING INC. VOL. 789, PG. 315 LCDR

09-00-086-102-046 OBERLIN OFF-STREET PARKING INC.

09-00-086-102-049 JOHN & AUDREY PEARSON O.R. VOL. 662, PG. 120 L.C.R.

09-00-086-102-083 NORD FAMILY FOUNDATION O.R. VOL. 1070, PG. 506 L.C.R.

N00°29'59"E 95.77' | 3,667.82.005 | 6+1.59

63.04' | N89°52'11"W 209.95' (R&S) | 146.91'

09-00-086-102-104 NORD FAMILY FOUNDATION O.R. VOL. 1070, PG. 506 L.C.R.

RECIPROCAL EASEMENT AGREEMENT #2008-0270090 (APPROXIMATE LOCATION)

09-00-086-102-089 OBERLIN COLLEGE #20030898455

09-00-086-102-096 PREMIER BANK AND TRUST

SL 1 | SL 2

HAZEN & ELLIS SUBDIVISION P.V. 1 P.41

S00°36'40"E 74.56' (S) 74.65' (R)

CURVE TABLE						
CURVE	LENGTH	RADIUS	TAN	CHORD	BEARING	DELTA
C1	17.75	24.50	9.29	17.37	S20°23'44"E	41°30'51"
C2	29.55	51.50	15.20	29.15	N24°42'46"W	32°52'49"
C3	7.76	51.50	3.89	7.75	N03°57'20"W	8°38'02"
C4	38.70	24.50	24.72	34.80	S44°53'40"E	90°30'43"
C5	18.00	11.50	11.43	16.22	S45°00'50"W	89°40'17"
C6	12.29	19.50	6.36	12.09	N18°31'51"W	36°06'24"
C7	33.21	51.50	17.20	32.64	S18°06'41"E	36°56'45"
C8	17.75	24.50	9.29	17.37	N20°23'44"W	41°30'51"
C9	37.31	51.50	19.52	36.50	S20°23'44"E	41°30'51"
C10	37.31	51.50	19.52	36.50	N20°23'44"W	41°30'51"
C11	27.53	38.00	14.40	26.93	S20°23'44"E	41°30'51"
C12	27.53	38.00	14.40	26.93	N20°23'44"W	41°30'51"
C13	60.03	38.00	38.34	53.98	S44°53'40"E	90°30'43"

LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°51'51"E	9.57' (R&S)
L2	N00°41'44"E	10.00' (R&S)
L3	S00°24'22"W	5.83' (S) 5.67' (R)

20 0 20 40
SCALE IN FEET
SCALE: 1" = 20'

BY	DESCRIPTION	DATE
RRB	ORIGINAL ISSUE	11-26-08

REVISIONS

DATE: 8-15-09 | DRAWN BY: CCC | CHD BY: RRB | DWG. NAME: D:\08039\LDDT\CONTROL.DWG | PATH: C:\08039\LDDT\CONTROL.DWG | F.B.

KS Associates, Inc.
260 Burns Road, Suite 100
Elyria, OH 44035
P 440 365 4730
F 440 365 4790
www.ksassociates.com
KS ASSOCIATES

RECORD PLAT
SUSTAINABLE COMMUNITIES SUBDIVISION
PART OF ORIGINAL RUSSIA TOWNSHIP LOT No 86
AND PART OF SUBLOTS 34 AND 35 ORIGINAL PLAT OF OBERLIN P.V. 5 P. 30
SUBLOT 1 AND PART OF SUBLOT 2 IN HAZEN AND ELLIS SUBDIVISION P.V. 41
CITY OF OBERLIN, COUNTY OF LORAIN, STATE OF OHIO

SHEET 3 OF 3

JOB NO. 08039

P:\08000\08039\Ldt\control\dwg\10 08039-C-PLAT02.dwg 1/30/2009 8:47:09 AM EST

EXHIBIT B

DRAFT – 1/28/09

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("**Easement**") is made effective as of this ____ day of _____, 2009 by and among **EAST COLLEGE STREET, LLC, an Ohio limited liability company ("Grantor")**, and **THE CITY OF OBERLIN, OHIO ("Grantee").**

Background

A. Grantor is the fee owner of certain real property located in the City of Oberlin, Lorain County, Ohio, which real property is more particularly described in Exhibit A attached hereto and made a part hereof (the "Grantor Property");

B. Grantee is the owner of certain real property located in the City of Oberlin, Lorain County, Ohio, which real property is more particularly described in Exhibit B attached hereto and made a part hereof (the "Grantee Property")

C. In accordance with the terms and conditions of this Easement, Grantor desires to grant, create and establish a perpetual non-exclusive appurtenant easement on, over and across the Easement Area (as defined below) to and for the City.

D. The City by Resolution _____ is authorized to enter into this Easement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

1. As used in this Easement, unless the context otherwise requires, the following words shall mean respectively:

1.1 "Easement Area" means that portion of the Grantor Property described in Exhibit C attached hereto and made a part hereof.

1.2 "Owner" means, with respect to all or any part of any of the real property which is the subject of this Easement, the Owner(s) of record from time to time, whether one or more persons or entities, of an interest in fee simple, reversion, remainder or leasehold estate which under Ohio law is considered the equivalent of a fee interest.

2. Grantor hereby grants, creates and establishes for the benefit of Grantee a perpetual non-exclusive appurtenant easement over and across the surface of the Easement Area for the sole purpose of a driveway for maintenance vehicles to reach the storm water treatment units located on the Grantee's Property. Grantee shall use the Easement Area only during regular business hours and upon 2-day advace written notice to Grantor.

3. Grantor shall manage, repair and maintain in reasonably good condition the Easement Area. Grantee shall, at its sole expense, repair any damage that it causes to the Easement Area and/or the Grantor Property and restore the Easement Area and/or the Grantor Property to the condition that existed immediately prior to the damage occurring.

4. Grantee shall indemnify, defend and hold Grantor harmless from and against any and all liability, damages, losses, causes of action, or other claims (including attorneys' fees and other defense costs), of whatever nature, arising or resulting from, directly or indirectly, or asserted in connection with Grantee's use of the Easement Area.

5. The non-exclusive easement right granted to Grantee shall be subject to the right of Grantor to: (a) use the Grantor Property and to exercise reasonable control over the use and enjoyment of the Easement Area; (b) exercise such security measures with respect to the Easement Area as it may deem necessary or appropriate; (c) borrow money and place a lien upon the Easement Area; provided, however, that the lien encumbrance of any such mortgage given by Grantor shall be subject and subordinate to any and all rights, interests, easements, and privileges herein granted, reserved or established for the benefit of Grantee and the Grantee Property; (d) grant and accept easements and to dedicate or transfer title or any interest in all or any portion of the Easement Area to any public agency, authority, or utility, or to permit any such public agency, authority, or utility to exercise any of the rights and easements granted to it by Grantor; and (e) protect the Easement Area against foreclosure and to avoid dedication of the Easement Area for public use or the creation of prescriptive rights therein, if Grantor so desires.

6. Nothing contained herein shall create a gift or dedication of any portion of the Easement Area to, or for use by the general public.

7. Either Owner shall have the right to enforce any and all of the covenants, conditions, and restrictions contained in this Easement, either by proceedings at law or in equity, against the other Owner, person or entity violating or attempting to violate any covenant, condition or restriction, either to restrain by injunction a violation, to recover damages, or to obtain a decree to compel performance hereunder. In addition, Grantor shall have the right to terminate this Easement in the event a court of competent jurisdiction determines that Grantee is in default hereunder. All of the remedies permitted or available to a party under this Easement or at law or equity shall be cumulative and not alternative, and any invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

8. Grantor shall have the sole and exclusive right to make a claim for loss due to any taking, appropriation or condemnation (or a conveyance in lieu of such taking, appropriation or condemnation) of any portion of the Easement Area.

9. No waiver of any provision hereof shall be deemed to imply or constitute a further waiver thereof of any other provisions set forth herein.

10. Should any provision hereof be declared invalid by a legislative, administrative or judicial body of competent jurisdiction, the other provisions hereof shall remain in full force and effect and shall be unaffected by same.

11. All notices and approvals required or permitted under this Easement shall be served by either certified mail, return receipt requested, or by a nationally recognized overnight delivery service, to a party at the following addresses:

If to Grantor: East College Street, LLC
_____
_____

If to Grantee: City of Oberlin
_____
_____

Date of service of notice or approval shall be the date on which such notice or approval is received by the party or three (3) days after being placed in certified mail. Either party hereto may change its notice address by written notice delivered to the other party.

12. This Easement shall be governed and construed in accordance with the laws of the State of Ohio. Any controversy or claim arising out of or relating to this Easement, or any breach thereof, shall be brought in Lorain County, Ohio to the exclusion of all other jurisdictions and the parties hereto agree that venue in Lorain County, Ohio shall be proper.

13. This Easement and all of the rights, duties, powers, conditions, restrictions and obligations contained herein run with the land and shall constitute an equitable servitude on the Easement Area appurtenant to and for the benefit of the Grantee Parcel. Any transferee of title to the Easement Area shall, as of the date of the transfer, automatically be deemed by its acceptance of the transfer to have assumed all obligations accruing from and after the date of the transfer and shall be entitled to all rights and benefits of this Easement as this Easement pertains to the portion so transferred. The transferor of that portion shall upon the completion of the transfer and notice thereof to the other party, be relieved of liability under this Easement except with respect to matters that arose during the transferor's ownership, unless the transferee expressly agrees to assume such liabilities in writing.

14. None of the terms or provisions of this Easement create a partnership between or among the Owners in their respective businesses or otherwise, or are intended to create a joint venture.

15. The provisions of this Easement are for the exclusive benefit of the parties and not for the benefit of any third parties. This Easement does not confer any rights, express or implied, upon any such third party.

IN WITNESS WHEREOF, the undersigned have caused this Easement to be executed to be effective as of the day and year first written above.

GRANTOR:

EAST COLLEGE STREET, LLC, an Ohio limited liability company

By:_____

Print Name:_____

Title:_____

GRANTEE:

CITY OF OBERLIN, OHIO

By:_____

Print Name:_____

Title:_____

STATE OF OHIO)
) SS:
COUNTY OF LORAIN)

The foregoing instrument was acknowledged before me this _____ day of _____ _____, 2009, by _____ in his/her capacity as _____ _____ of EAST COLLEGE STREET, LLC, on behalf of said company.

_____
Notary Public

STATE OF OHIO)
) SS:
COUNTY OF LORAIN)

The foregoing instrument was acknowledged before me this _____ day of _____ _____, 2009, by _____ in his/her capacity as _____ _____ of the CITY OF OBERLIN, OHIO, on behalf of said city.

_____
Notary Public

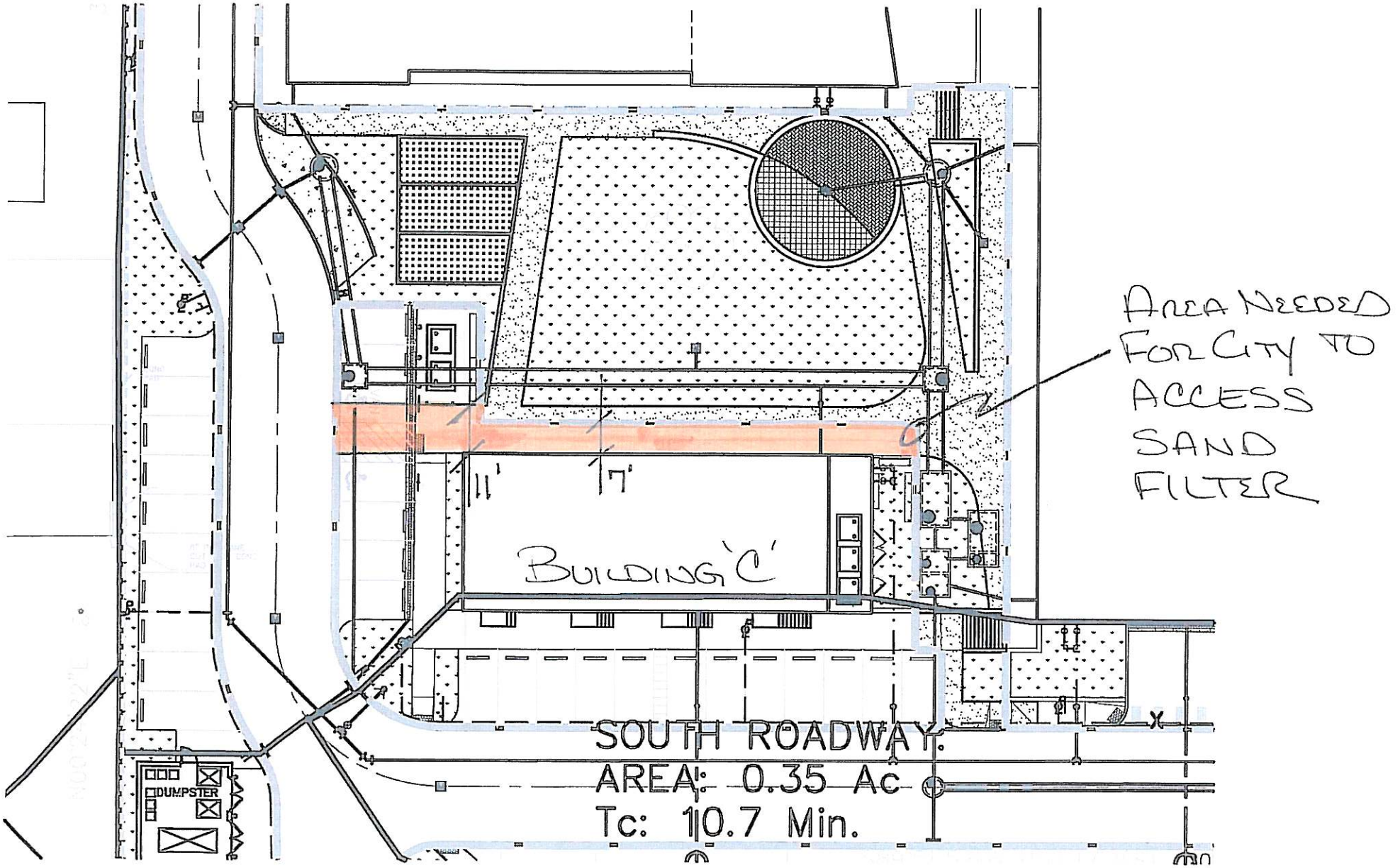

AREA NEEDED FOR CITY TO ACCESS SAND FILTER
11'
7'
BUILDING 'C'
DUMPSTER
SOUTH ROADWAY
AREA: 0.35 Ac
Tc: 10.7 Min.

EXHIBIT C

DRAFT – 1/26/09

DECLARATION OF RESTRICTIVE COVENANTS FOR INSPECTION & MAINTENANCE

This Declaration of Restrictive Covenants for Inspection and Maintenance (hereinafter the "Declaration of Agreements") is made on the ____ day of _____, 2009 by East College Street, LLC (hereinafter "Owner"), for itself and its successors and assigns, for the benefit of the City of Oberlin, Ohio (hereinafter the "City").

RECITALS

WHEREAS, Owner owns real property located in the City of Oberlin, Lorain County, Ohio, the legal description for such real property being attached hereto as Exhibit A (hereinafter the "Property");

WHEREAS, Owner has constructed certain improvements on the Property and, in connection therewith, caused to be constructed on the Property a water quality treatment unit for storm water; and

WHEREAS, Owner desires to describe herein its agreements with respect to the inspection and maintenance of the water quality treatment unit and certain other agreements in connection therewith, all of such agreements to be for the benefit of the City.

NOW, therefore, Owner hereby declares the following agreements and covenants for the Property:

1. DEFINITIONS: As used in this Declaration of Agreements, the following terms shall have the designated meanings:

    a. Facility: That certain water quality treatment unit for storm water consisting of a VortSentry® HS Helical Separator, which is further described on Exhibit B attached hereto.

2. INSPECTION AND MAINTENANCE: It is Owner's responsibility to maintain and make all necessary repairs to the Facility located on the Property to ensure it performs the purposes for which it was designed and constructed, including but not limited to the following:

    a. Owner shall visually inspect the Facility on a quarterly basis and keep a written record of each inspection.

    b. Owner shall clean the Facility when the sediment has accumulated to a depth of two feet in the treatment chamber and keep a written record of each cleaning. To determine sediment storage, the Owner shall:

        i. Using a stadia rod or similar measuring device, measure the distance from the manhole opening to the top of the sediment pile;

ii. With the same device, measure the distance from the manhole opening to the water surface; and

iii. If the difference between these measurements is less than 4.7 feet, the Facility will need to be cleaned.

c. Cleanouts should be done during dry weather and sediment removal shall be done using a vacuum truck or similar equipment.

3. CHANGES: Owner will not eliminate or make structural changes or modifications to the Facility without prior written approval from the City.

4. ACCESS: Owner hereby grants to the City the right to inspect the Facility. The City shall give Owner at least ten (10) days prior written notice of its intent to inspect the Facility. Owner hereby grants to the City the right to enter upon the Property for the purpose of inspection of the Facility, subject to the requirements for notice described above.

5. RECORDING: This Declaration of Agreements shall be recorded in the Lorain County Recorder's Office.

6. BINDING EFFECT: This Declaration of Agreements shall be binding upon and shall inure to the benefit of, the parties hereto and their successors and assigns; provided, however, upon a sale of the Property, the owner of the Property, including without limitation Owner, shall be released from any and all liabilities and obligations under this Declaration of Agreements which accrue from and after the date of sale. Owner, and its successors and assigns, shall only be obligated hereunder so long as it or they own fee simple title to the Property. This Declaration of Agreements shall run with the land and shall be binding upon future owner thereof.

7. NOTICE: Any notice permitted or required to be given pursuant to the terms of this Declaration of Agreements shall be deemed properly given if either hand delivered, or mailed by certified U.S. mail, return receipt requested, or sent by overnight courier requiring signature of receipt, to the following addresses:

IF TO OWNER:

East College Street, LLC

_____

_____

_____

IF TO THE CITY:

City of Oberlin, Ohio

_____

_____

_____

A party hereto may change its address for the purpose of Notice hereunder by giving written notice to the other party pursuant to requirements of this Section 7.

IN WITNESS WHEREOF, East College Street, LLC has signed this Declaration of Agreements on the date first stated above.

Signed in the presence of:

EAST COLLEGE STREET, LLC

_____
Witness

By: _____

_____
Witness

Title: _____

State of Ohio)
) ss:
County of Lorain)

Before me, a notary public, in and for said county and state, personally appeared _____, a Member of East College Street, LLC, who acknowledged to me that (he/she) did execute the foregoing instrument on behalf of East College Street, LLC.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this _____ day of ___, 2009.

_____
Notary Public

This instrument prepared by:

J. Gregory Smith, Esq.
Ulmer & Berne LLP
88 East Broad Street
Suite 1600
Columbus, OH 43215
(614) 229-0000
Fax (614) 229-0001

213414.v2/31012.0

Exhibit A

[Legal Description of Property - __ pages]

LEGAL DESCRIPTION
PARCEL B-1

Situated in the Village of Oberlin, County of Lorain, and State of Ohio, and known as being part of Original Oberlin Village Lot No. 34 of part of Original Russia Township Lot No. 86, as shown by the recorded plat in Volume 5 of Maps, Page 30 of Lorain County Records and being further bounded and described as follows: Beginning at a capped 5/8" iron pin set at the intersection of the southerly line of East College Street, 60 feet wide, and the westerly line of South Pleasant Street, 46.20 feet wide; Thence South 0 degrees 33 minutes 58 seconds West, 255.31 feet along the westerly line of South Pleasant Street to the northerly line of land conveyed to Walter L. and Minnie Akers by deed dated December 16, 1952 and recorded in Volume 563, Page 338 of Lorain County Records; Thence South 89 degrees 50 minutes 58 seconds West, 202.44 feet along the northerly line of land so conveyed to Walter L. Akers and Minnie Akers to a point on the westerly line of land conveyed to Reuben Hatch by deed April 23, 1891 and recorded in Volume 67, Page 332 of Lorain County Records (a 1" iron pipe was found distant 0.24 feet East of said point); Thence along the westerly line of land so conveyed to Reuben Hatch South 3 degrees 03 minutes 27 seconds East, 12.85 feet to a point and being the PRINCIPAL PLACE OF BEGINNING of the herein described parcel of land;

Coures 1. Thence continuing along the westerly line of land so conveyed South 3 degrees 03 minutes 27 seconds East, 34.18 feet to a 1" iron pipe found;

Course 2. Thence along the westerly line of the Hazen and Ells Subdivision as shown by the recorded plat in Volume 1 of Maps, Page 41 of Lorain County Records South 0 degrees 36 minutes 15 seconds East, 74.53 feet to a point, witness a 1" iron pipe found 0.05 feet East therefrom;

Course 3. Thence South 89 degrees 31 minutes 21 seconds West, 209.35 feet along a line parallel with and distant 22.66 feet northerly from the southerly line of Original Oberlin Village Lot No. 34 to a capped 5/8" iron pin set on the easterly line of land conveyed to E. C. Westervelt by deed dated June 12, 1925 and recorded in Volume 210, Page 436 of Lorain County Records;

Course 4. Thence North 0 degrees 31 minutes 41 seconds East, 107.97 feet along the easterly line of land so conveyed to E. C. Westervelt and the northerly prolongation thereof to a capped 5/8" iron pin set on the northerly line of land conveyed to George W. Morris and George H. Bailey by deed dated October 8, 1924 and recorded in Volume 204, Page 1 of Lorain County Records;

Course 5. Thence North 89 degrees 49 minutes 10 seconds East, 60.64 feet along the northerly line of land so conveyed to George W. Morris and George H. Bailey and along the southerly line of land conveyed to G. B. Kelly and G. H. Bailey by deed dated November 6, 1915 and recorded in Volume 137, Page 441 of Lorain County Records to a capped 5/8" iron pin set on the westerly line of land conveyed to H. G. Carpenter by deed dated August 24, 1863 and recorded in Volume 26, Page 522 of Lorain County Records;

Course 6. Thence South 0 degrees 21 minutes 40 seconds West, 5.87 feet along the westerly line of land so conveyed to H. G. Carpenter to a capped 5/8" iron pin set at a point distant 20.00 feet northerly as measured along said westerly line from the southwesterly corner thereof;

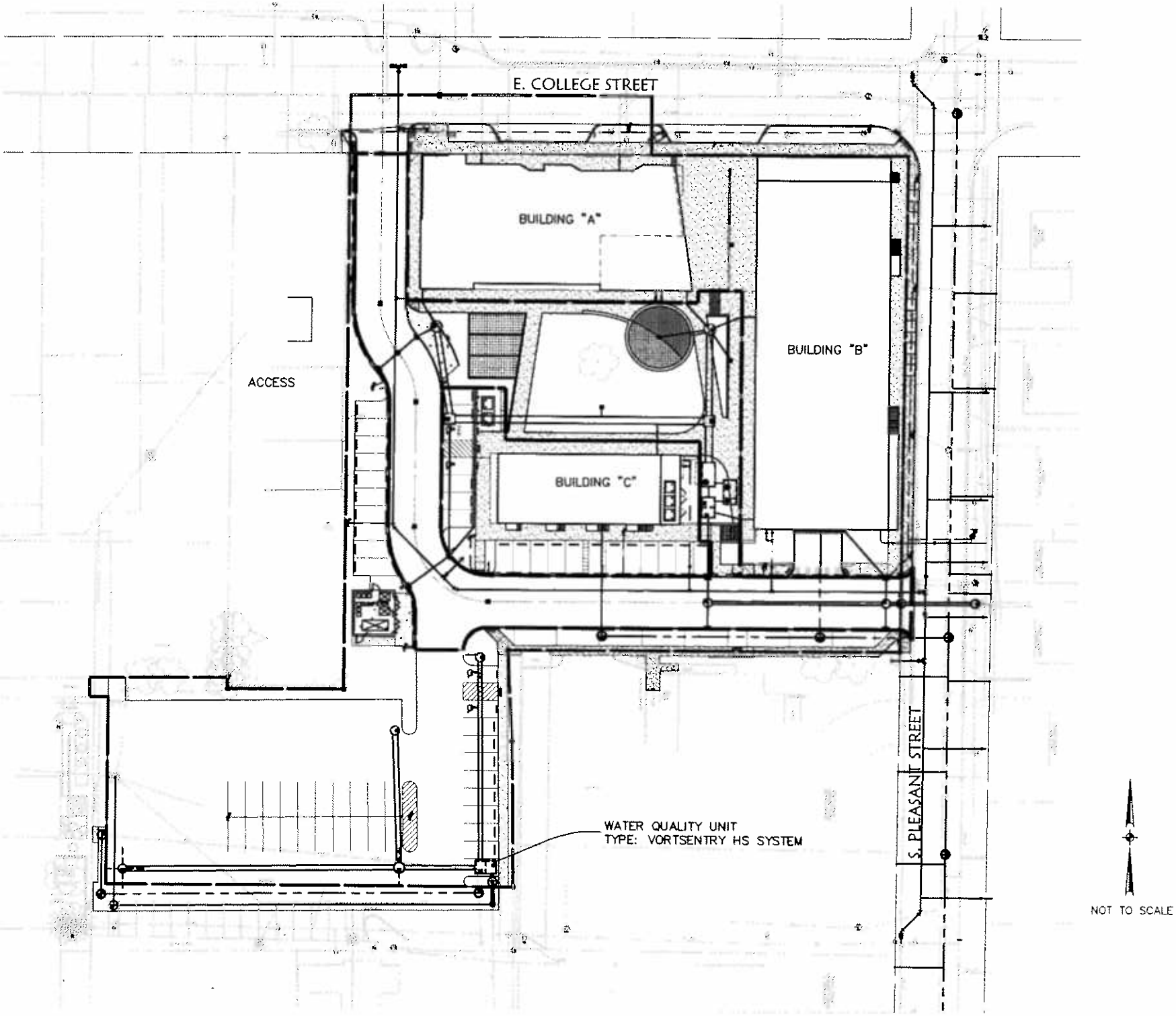
Course 7. North 89 degrees 50 minutes 59 seconds East, 60.00 feet along a line parallel with the southerly line of land so conveyed to H. G. Carpenter to a capped 5/8" iron pin set on the westerly line of land conveyed to Oberlin Lodge No. 678, I. O. O. F. by deed dated May 20, 1930 and recorded in Volume 251, Page 538 of Lorain County Records;

Course 8. Thence North 0 degrees 21 minutes 41 seconds East, 8.00 feet along the westerly line of land conveyed to Oberlin Lodge No. 678, I. O. O. F. and along the easterly line of land conveyed to H. G. Carpenter to a point;

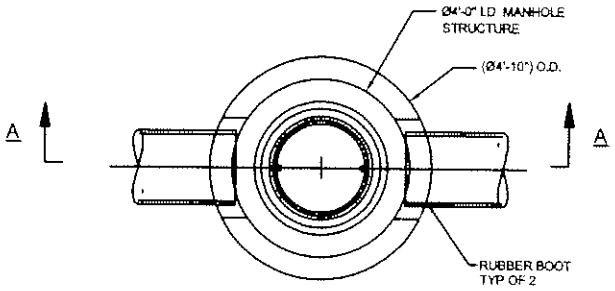
Course 9. Thence South 89 degrees 58 minutes 16 seconds East, 85.09 feet to the principal place of beginning and containing 0.5088 acre of land according to a survey by Christopher J. Dempsey, Professional Surveyor No. 6914 of Dempsey Surveying Company dated March 25, 2003, being the same more or less but subject to all legal highways. Bearings shown are to an assumed meridian and are used to denote angles only.

Exhibit B

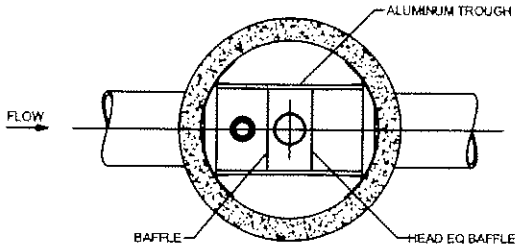
[Location and Description of Facility – 2 pages]


E. COLLEGE STREET
BUILDING "A"
BUILDING "B"
BUILDING "C"
ACCESS
S. PLEASANT STREET
WATER QUALITY UNIT
TYPE: VORTSENTRY HS SYSTEM
NOT TO SCALE

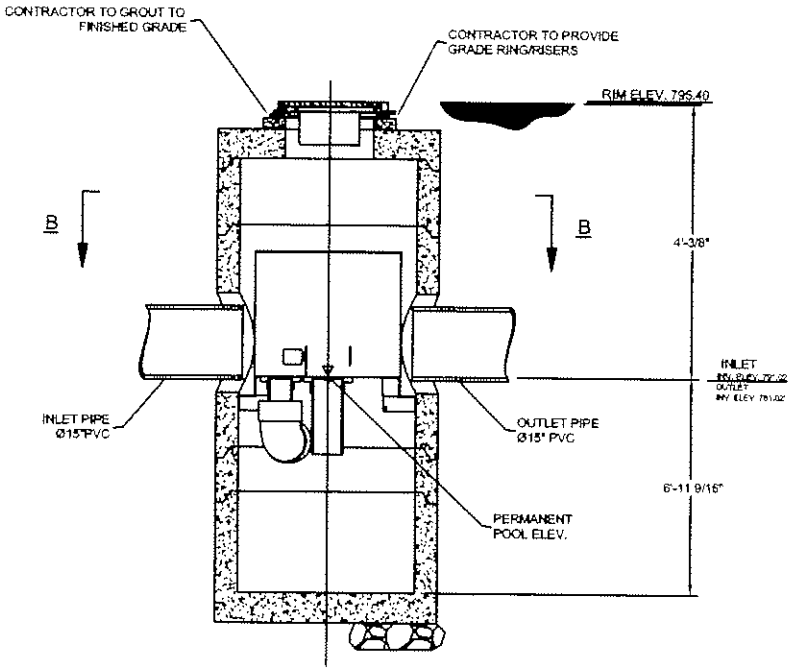
WATER QUALITY STRUCTURE



PLAN VIEW



SECTION B-B



SECTION A-A

WATERMAIN LIST - PROVIDED BY CONTECH

COUNT	DESCRIPTION	INSTALLED BY
1	INTERNAL MUNI. COMPONENTS	CONTECH
1	SEALANT FOR JOINTS	CONTRACTOR
1	Ø24"X7" F&C EJIW 1040 TYPE B	CONTRACTOR

SITE DESIGN DATA

WATER QUALITY FLOW RATE	1.7 cfs
PEAK FLOW RATE	3.5 cfs
RETURN PERIOD OF PEAK FLOW	10 YRS

GENERAL NOTES
1. CONTECH TO PROVIDE ALL MATERIALS UNLESS NOTED OTHERWISE.
2. DIMENSIONS MARKED WITH (.) ARE REFERENCE DIMENSIONS. ACTUAL DIMENSIONS MAY VARY.
3. FOR FABRICATION DRAWINGS WITH DETAILED STRUCTURE DIMENSIONS AND WEIGHT, PLEASE CONTACT YOUR CONTECH STORMWATER SOLUTIONS REPRESENTATIVE. www.contechstormwater.com
4. VORTSENTRY HS WATER QUALITY STRUCTURE SHALL BE IN ACCORDANCE WITH ALL DESIGN DATA AND INFORMATION CONTAINED IN THIS DRAWING.
5. STRUCTURE AND CASTINGS SHALL MEET AASHTO H20 LOAD RATING.

INSTALLATION NOTES
1. ANY SUB-BASE, BACKFILL DEPTH, AND/OR ANTI-FLOTATION PROVISIONS ARE SITE-SPECIFIC DESIGN CONSIDERATIONS AND SHALL BE SPECIFIED BY ENGINEER OF RECORD.
2. CONTRACTOR TO PROVIDE EQUIPMENT WITH SUFFICIENT LIFTING AND REACH CAPACITY TO LIFT AND SET THE VORTSENTRY HS MANHOLE STRUCTURE (LIFTING CLUTCHES PROVIDED).
3. CONTRACTOR TO INSTALL JOINT SEALANT BETWEEN ALL STRUCTURE SECTIONS AND ASSEMBLE STRUCTURE.
4. CONTRACTOR TO PROVIDE, INSTALL, AND GROUT PIPES. MATCH PIPE INVERTS WITH ELEVATIONS SHOWN.

STRUCTURE WEIGHT
APPROXIMATE HEAVIEST PICK = 8,500 LBS.

VortSentry® HS
U.S. AND FOREIGN PATENTS PENDING

SUBMITTAL

VORTSENTRY HS MODEL HS48 - 38619-02
EAST COLLEGE STREET
OBERLIN, LORAIN COUNTY, OH
for SYSTEM: SWQ MH-24

The drawings or other details, files, and any reproduction or modification thereof (collectively "Proprietary Materials") are proprietary to CONTECH Stormwater Solutions (CSS). Unauthorized use, modification, or reproduction of the Proprietary Materials is strictly prohibited. (This block information excluding the CSS logo) and the stormwater treatment system/unit product designation and configuration may be used for bidding purposes. Reproduction of these drawings for informational purposes is acceptable provided, however, CSS is identified as the source and boilerplate remains intact. Any modifications to the Proprietary Materials must be requested in writing. If changes are requested, CSS will be considered unauthorized user of the Proprietary Materials.

BASE FILE NAME: HS48-SUB.DWG
SCALE: NONE
DESIGNED: JSM
DRAWN: TE
DATE: 08/11/08
REV: X-XX-08

EXHIBIT D