

**ORDINANCE NO. 2025-7**

Introduced by Sam Artino

**AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF HURON TO REFLECT THE REZONING OF THE FOLLOWING PARCELS IDENTIFIED AS ERIE COUNTY, OHIO PERMANENT PARCEL NUMBERS: 42-00119.001; 42-00119.002; 42-00119.018; 42-00119.006; 42-00119.019; 42-00119.014; 42-00119.003; 42-00119.020; 42-00119.012; 42-00119.009; 42-00119.017; 42-00119.010; 42-00119.011; 42-00119.007; 42-00119.015; 42-00119.005; 42-00119.013; 42-00119.016; 42-00119.004; AND 42-00119.008, FROM THE CURRENT R-2 PUD (ONE- AND TWO-FAMILY RESIDENCE DISTRICT – PLANNED UNIT DEVELOPMENT) TO R-1 PUD (ONE-FAMILY RESIDENCE DISTRICT – PLANNED UNIT DEVELOPMENT); AND**

**FURTHER AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF HURON TO REFLECT THE REZONING OF THE FOLLOWING PARCELS IDENTIFIED AS ERIE COUNTY, OHIO PERMANENT PARCEL NUMBERS: 42-00119.000; 42-00118.000; AND 42-00117.000, FROM THE CURRENT R-2 PUD (ONE- AND TWO-FAMILY RESIDENCE DISTRICT – PLANNED UNIT DEVELOPMENT) TO R-1 (ONE-FAMILY RESIDENCE DISTRICT).**

**WHEREAS**, pursuant to Section 1121.05 (a) of the Codified Ordinances, the City is divided into nine categories of zoning districts; and

**WHEREAS**, Section 1121.05 (b) of the Codified Ordinances prescribes that all zoning districts be duly approved and recorded on an adopted Zoning Map on file in the Office of the City Clerk; and

**WHEREAS**, the properties identified above as Erie County, Ohio Permanent Parcel Nos. 42-00119.001, 42-00119.002, 42-00119.018, 42-00119.006, 42-00119.019, 42-00119.014, 42-00119.003, 42-00119.020, 42-00119.012, 42-00119.009, 42-00119.017, 42-00119.010, 42-00119.011, 42-00119.007, 42-00119.015, 42-00119.005, 42-00119.013, 42-00119.016, 42-00119.004 and 42-00119.008 were zoned as R-2 PUD (One-and Two Family Residence District – Planned Unit Development) in the Two Rivers Condominium, Phase 1 development (collectively referred to herein as (the “Phase 1 Properties”) in accordance with a Consent Decree issued by the Erie County Court of Common Pleas of Erie County, Ohio on March 2, 1998 in Case No. 90-CV-366 (*Edward J. Bishop, et al., Plaintiffs v. The City of Huron, et al., Defendants*) (hereinafter the “Consent Decree” – a copy of which is attached hereto as Exhibit “A”) relating to the development of the Two Rivers Condominium, Phase 1 development (the “Initial Project”); and

**WHEREAS**, the properties identified above as Erie County, Ohio Permanent Parcel Nos. 42-00117.000, 42-00118.000 and 42-00119.000 (hereinafter, the “Future Phase Properties”) were zoned as R-2 PUD (One- and Two-Family Residence District – Planned Unit Development) pursuant to the Consent Decree;

**WHEREAS**, pursuant to Paragraph 2(f) of the Consent Decree, if the Plaintiffs or Intervening Plaintiffs (hereinafter, the “Developer”) failed to complete 75% of the Initial Project within ten (10) years after construction commenced, the property which had not been redeveloped shall revert to R-1 (One-Family Residential District); and

**WHEREAS**, the Developer failed to develop 75% of the Initial Project within ten (10) years (plus several extensions afforded by Huron City Council) after construction commenced, and the zoning

designation therefore should have reverted to R-1 (One-Family Residential District), pursuant to the terms of the Consent Decree, in 2013;

**WHEREAS**, the rezoning to R-1 (One-Family Residential District) due to lack of development was never reflected on the Zoning Map of the City of Huron, Erie County, Ohio; and

**WHEREAS**, in 2023, Two Rivers LLC, subsequently submitted a new Two Rivers Condominium, Phase I Planned Unit Development Plan to the City of Huron relating to the Phase 1 Properties (the "Current Project"); and

**WHEREAS**, the City of Huron Planning Commission approved the PUD Application for the Current Project on February 15, 2023; and

**WHEREAS**, Huron City Council, as required by Section 1139.06 of the Codified Ordinances, held a Public Hearing on the PUD Application for the Current Project on June 27, 2023; and

**WHEREAS**, the Huron City Council ratified the PUD Application for the Current Project and related plat, and authorized a Developer Agreement with Two Rivers LLC pertaining to same, on July 11, 2023 (a copy of Ordinance No. 2023-21 adopted by Huron City Council is attached hereto as Exhibit "B"); and

**WHEREAS**, the official Zoning Map for the City of Huron should be amended to reflect that the Phase 1 Properties, currently zoned as R-2 PUD (One- and Two-Family Residence District – Planned Unit Development) should be rezoned to R-1 PUD (One-Family Residence District – Planned Unit Development) pursuant to the Consent Decree and Current Project plans; and

**WHEREAS**, the official Zoning Map for the City of Huron should be amended to reflect rezoning of the Future Phase Properties from its current R-2 PUD (One- and Two-Family Residence District – Planned Unit Development) should be rezoned to R-1 (One-Family Residence District) pursuant to the terms of the Consent Decree.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF HURON, OHIO:**

**SECTION 1.** That the official Zoning Map for the City of Huron previously amended pursuant to the Consent Decree issued on March 2, 1998, shall be and hereby is amended to change the zoning classification of the Phase 1 Properties (Erie County, Ohio Permanent Parcel Numbers 42-00119.001, 42-00119.002, 42-00119.018, 42-00119.006, 42-00119.019, 42-00119.014, 42-00119.003, 42-00119.020, 42-00119.012, 42-00119.009, 42-00119.017, 42-00119.010, 42-00119.011, 42-00119.007, 42-00119.015, 42-00119.005, 42-00119.013, 42-00119.016, 42-00119.004 and 42-00119.008, from R-2 PUD (One- and Two-Family Residence District – Planned Unit Development) to R-1 PUD (One-Family Residence District – Planned Unit Development) and shall supersede all previously published zoning maps for the City.

**SECTION 2.** That the official Zoning Map for the City of Huron previously amended pursuant to the Consent Decree issued on March 2, 1998, shall be and hereby is amended to change the zoning classification of the Future Phase Properties (Erie County, Ohio Permanent Parcel Numbers 42-00117.000, 42-00118.000 and 42-00119.000) from R-2 PUD (One- and Two-Family Residence District – Planned Unit Development) to R-1 (One-Family Residence District) and shall supersede all previously published zoning maps for the City.

**SECTION 3.** It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meeting open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

**SECTION 4.** In accordance with Section 3.06 of the Charter of the City of Huron, Ohio, this Ordinance shall take effect thirty (30) days following its adoption.

ATTEST:

ADOPTED:

Jeri Wellen

22 APR 2025

Monty Tapp  
Monty Tapp, Mayor

**ORDINANCE NO. 1998-5****AN ORDINANCE AUTHORIZING THE SETTLEMENT OF A CERTAIN  
LAWSUIT FILED BY EDWARD J. BISHOP AND OTHERS AGAINST  
THE CITY OF HURON AND OTHERS IN ACCORDANCE WITH A  
CONSENT DECREE AND DECLARING AN EMERGENCY**

**WHEREAS**, the City of Huron is a party to a certain lawsuit pending in The Common Pleas Court of Erie County, Ohio styled "Edward J. Bishop, et al., plaintiffs vs. The City of Huron, et al., defendants, Case No. 90-CV-366", which case has been pending since 1990;

**WHEREAS**, such lawsuit seeks to strike down certain zoning actions with regard to property of the plaintiffs and for the award of monetary damages;

**WHEREAS**, counsel for the City has negotiated a Consent Decree with counsel for the plaintiffs which preserves the major concerns of the City's Planning Commission, primarily the issues of density, streets and fire protection;

**WHEREAS**, counsel for the City has strongly recommended the settlement of the aforesaid lawsuit in conformity with the Consent Decree negotiated with the plaintiffs;

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF HURON:**

**SECTION 1.** That this Council hereby determines it is in the best interests of the City and its zoning regulations that the Bishop lawsuit described in the preamble hereto be settled in accordance with the Consent Decree attached hereto and made a part hereof as Exhibit A.

**SECTION 2.** That this Council hereby authorizes and directs counsel for the City retained in said lawsuit and the City Manager, to approve on behalf of the City, the Consent Decree attached hereto and further authorizes the filing of same with the Common Pleas Court of Erie County, Ohio, thereby settling said lawsuit.

SECTION 1. That this Council further determines the settlement of this lawsuit is necessary for the immediate preservation of the public health, safety and general welfare and for the further reason that said case is scheduled for trial and requires immediate action to avoid the cost and risk of such a trial; wherefore, this Ordinance is hereby declared to be an emergency measure, and as such, it shall take immediately effect upon its adoption.

  
Vice Mayor, Glen Glend

APPROVED:   
Clark of Council

ADOPTED: FEB 9 - 1998, 1998.

COURT OF COMMON PLEAS  
ERIE COUNTY, OHIO

EDWARD J. BISHOP  
891 Beech Road  
Lakewood, Ohio 44107

Case No. 90-CV-366

and

MARLENE J. BISHOP  
891 Beech Road  
Lakewood, Ohio 44107

Plaintiffs-Appellants

and

JAMES T. MURRAY  
617 Chippewa Place  
Huron, Ohio 44839

and

SHIRLEY A. MURRAY  
617 Chippewa Place  
Huron, Ohio 44839

Intervening Plaintiffs

vs.

THE CITY OF HURON  
417 Main Street  
Huron, Ohio 44839

and

BETTY MONTGOMERY  
Attorney General for the  
State of Ohio  
30 E. Broad Street  
Columbus, Ohio 43215

Defendants-Appellees

MANLEY, BURKE, LIPTON & COOK  
A LEGAL PROFESSIONAL ASSOCIATION

CONSENT DECREE

JOURNAL 375/27-B

MAR 03 1998

225 WEST COURT STREET  
CINCINNATI 45202-1033  
(513) 733-6121

FILED  
98 MAR -2 11:11:28  
COMM 411P2000

WHEREAS, Plaintiffs-Appellants Edward J. Bishop and Marlene J. Bishop and the Intervening Plaintiffs James T. Murray and Shirley A. Murray have undertaken an appeal and a civil rights lawsuit for damages, declaratory judgment, and injunctive relief against the City of Huron, a municipal corporation created and operating under the Constitution and Laws of the State of Ohio; and

WHEREAS, the parties to this litigation have negotiated a resolution of the disputes that is in the best interest of the public health, safety, and general welfare while preserving the civil rights in the property of the plaintiffs-appellants and the intervening plaintiffs;

NOW, THEREFORE, IT IS CONSIDERED, ORDERED AND ADJUDGED as follows:

1. The real estate described in Exhibit 1 attached hereto and incorporated in this order is hereby ordered rezoned as a Planned Unit Development in accordance with the concept plan marked Exhibit 2 and attached hereto and incorporated herein to be developed as a Planned Unit Development in accordance with the procedural provisions for Planned Unit Developments in the Codified Ordinances of the City of Huron as the code may exist at the time of the application for the final site plan appraisal. However, any such provision (presently codified or hereinafter codified) shall not operate to cause the density reflected in Exhibit 2 to be decreased.
2. The approval of this concept plan authorizes the plaintiffs or intervening plaintiffs to make application for final development plan approval pursuant to the procedures for the approval of a final development plan or plans, under a Planned Unit

Development as provided in the Codified Ordinances of the City of Huron as those ordinances may exist at the time of the application. Provided that the application or applications for final development plan or plans comply with the requirements of Section 2, subparagraphs a-g of this Consent Decree, the defendant, the City of Huron, will approve the final development plan or plans. In the event that the plaintiffs, or the intervening plaintiffs convey, assign, transfer an interest in the real estate or in any other way delegate responsibility for the application for the final development plan approval or approvals, the provisions of this order shall apply to all applications for final development plan approval on the property contained in Exhibit 1:

- a. Intervening plaintiffs, James T. Murray and Shirley A. Murray on behalf of themselves, their heirs and assigns do personally guarantee and assure the City of Huron and the surrounding property owners that in the event the marina falls or falls into disrepair or disuse that they will cause the removal of any docks that are in disuse or disrepair and will restore the stream bank as near as possible to its original condition prior to the installation of any docks. Further, to the extent that the removal of any docks causes any greater erosion than would have occurred as a result of the original condition, reasonable steps will be taken to eliminate any such additional erosion. For purposes of this condition, ~~disuse~~ is defined as "lack of use of at least 50% of the docks that are constructed for a period of 60 continuous days, in the months of May through September." Disrepair is the violation of any applicable code provision or the identification of any safety hazard by the Code Enforcement officials of the City of Huron that are not repaired within 30 days of an order from the City of Huron to repair them.



- b. Provisions satisfactory to the Fire Department of the City of Huron for fire safety. At the end of the marina, the cul-de-sac (see orange highlighted area on Exhibit 2) shall have a radius of not less than fifty-feet in order to facilitate the movement of fire fighting equipment of the City of Huron.
- c. All streets, whether public or private, must be built in compliance with subdivision regulations. Marina Drive, Brookview Drive, Laguna Drive, and the major road connecting them (see blue highlighted area on Exhibit 2) are streets and will comply with the Subdivision Regulations. All other vehicular ways will be considered driveways. When a driveway serves more than five dwelling units, its base and finished surface will comply with City Subdivision Regulations.
- d. The plaintiffs, the intervening plaintiffs, or their heirs or assigns shall be entitled to develop 184 dwelling units, may develop up to 225 dwelling units by substituting one dwelling unit for every four boat slips not constructed, but may develop fewer at their option.
- e. The project may be developed in phases. Each phase may be developed after the final site plan approval for each phase has been approved by the City of Huron in accordance with the provisions of this order and of the Codified Ordinances of the City of Huron with regard to the procedures for approval of Planned Unit Developments as they may exist at the time of the application for the final site plan approval. Amendments to the preliminary site plan approved by this order or to a final site plan may be made in accordance with the provisions for amending Planned Unit Development site plans in accordance with the procedural provisions for approval or amendments to site plans contained in the Codified Ordinances of the

City of Huron as they may exist at the time of the request for amendment.

- f. If 75% of the project is not completed within ten years after construction is commenced, the property which has not been developed under the Planned Unit Development Exhibit 2 shall revert to R-1 Residential, Single Family Zoning. If 90% of the project is not completed within fifteen years from the date of this order, the property which has not been developed under the Planned Unit Development Exhibit 2 shall revert to R-1 Residential, Single Family Zoning. To the extent that compliance with the time requirements herein is delayed by virtue of permits, approvals, etc. required by any other regulatory authority (federal, state or local), the time required to obtain such other permits, approvals, etc. will act to toll the time requirements set forth herein. This tolling provision shall not apply to any Corps of Engineers permits required for the building of any docks.
- g. For every unit constructed under the Planned Unit Development that exceeds the number of units that would be allowable under the R-1 Zoning in force and effect at the time that the lawsuit was commenced, the developer who develops under final site plan approvals shall pay the sum of \$1,000.00 to the City of Huron to be used for public infrastructures that service persons who reside in or use the buildings or facilities in the Planned Unit Development covered by this order.
- h. As the part of the development the plaintiffs, the intervening plaintiffs, or their heirs, or assigns may develop one hundred sixty-four or fewer boat slips along Mud Brook at the northerly end of the property. Any such

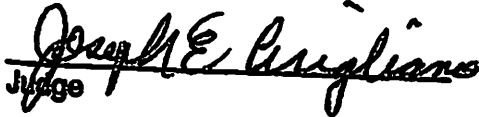
slips built along Mud Brook shall be at least 500 feet from the southern boundary of the property. See Point A on Exhibit 2.

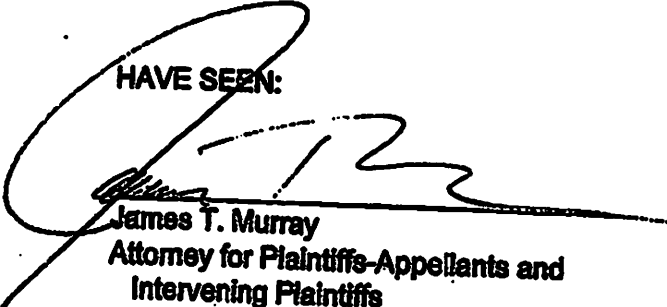
3. This order applies to the parties of this case and to any successor in title to the real estate described in Exhibit 1 or to any developer who makes application for a final site plan approval pursuant to this preliminary site plan Planned Unit Development approval.


4. All future administration of this preliminary site plan approval shall be in accordance with the procedural provisions of the Codified Ordinances of Huron for the approval of final site plans or for the modification of the preliminary site plan or a Planned Unit Development as it may exist at the time of any application that requires either administrative or legislative action.

This case is hereby dismissed with prejudice, with the cost to be divided equally between the plaintiffs and the defendants.

HAVE SEEN:

  
Judge

  
James T. Murray  
Attorney for Plaintiffs-Appellants and  
Intervening Plaintiffs  
Murray & Murray  
111 E. Shore Line Drive  
Sandusky, Ohio 44871-0019

  
Robert E. Manley  
Trial Attorney for the City of Huron  
Manley, Burke, Lipton & Cook  
225 West Court Street  
Cincinnati, Ohio 45202  
Telephone: (513) 721-5525  
Telefax: (513) 721-4268

MCCLIENTS\HURON\37684.REM-rtv

**ORDINANCE NO. 2023-21**Introduced by Mark Claus

**AN ORDINANCE RATIFYING PRIOR APPROVAL OF TWO RIVERS CONDOMINIUM, PHASE I AND RELATED PLAT APPROVAL, APPROVING PLANNING COMMISSION'S RECOMMENDATIONS FOR THE TWO RIVERS CONDOMINIUM, PHASE I PROJECT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE A DEVELOPER AGREEMENT WITH TWO RIVERS, L.L.C., AT AL. PERTAINING TO SAME, AND DECLARING AN EMERGENCY.**

**WHEREAS**, the owner of 16.5 acres of real estate known as Erie County Permanent Parcel No. 42-00119-001 (rear land) has proposed to complete the development of Sheltered Brook Drive (Two Rivers Phase I) with the addition of 27 free-standing single-family condominium homes on the undeveloped land surrounding and integrated with the existing and previously-approved Two Rivers PUD Development of free-standing single-family condominium homes (the "Project").

**WHEREAS**, Planning Commission approved the Project on February 15, 2023, subject to various conditions, many of which are embodied in a Developer Agreement relating to the project to be executed by and between the developers and the City (a copy of which is attached hereto as Exhibit A and incorporated herein by reference);

**WHEREAS**, a Public Hearing relating to the Project was held on Tuesday, June 27, 2023;

**WHEREAS**, the City Staff and relevant department heads have recommended approval of the project and Developer Agreement.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF HURON, OHIO:**

**SECTION 1.** That this Council finds that completion of the Project shall serve the best interest of the City.

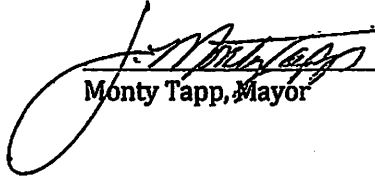
**SECTION 2.** This Council here by ratifies the prior approval of the Two Rivers Condominium, Phase I development project and related plat approval, and this Council further approves Planning Commission's recommendations for the Two Rivers Condominium Project (Phase I), and authorizes the City Manager to execute a Developer Agreement with Two Rivers, L.L.C., et. al., substantially similar to that which is attached hereto as Exhibit A and that shall be available for public inspection in final, fully-executed form in the Office of the Clerk of Council.

**SECTION 3.** That it is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including O.R.C. §121.22.

**SECTION 4.** That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and general welfare and for the further reason that, in order to effectively and efficiently permit improvements to the City's available housing stock, it is imperative this Ordinance be effective immediately, **WHEREFORE**, this Ordinance shall be in full force and effect from and immediately after its adoption in accordance with the provisions of this Ordinance.

ATTEST:   
Clerk of Council

ADOPTED: 7-11-23

  
Monty Tapp, Mayor

**DEVELOPER AGREEMENT**  
**(Two Rivers LLC Condominiums – Residential Phase I)**

This Developer Agreement (“Agreement”), made by and among the **City of Huron**, an Ohio chartered municipal corporation (hereinafter referred to as the “City”), **Two Rivers, L.L.C.**, an Ohio limited liability company (which with its successors and assigns is herein called “Two Rivers”, a.k.a.- dba “Two Rivers LLC Condominiums - Residential Phase 1”), **Tiburon Company, L.L.C.**, an Ohio limited liability company (which with its successors and assigns is herein called “Tiburon”), and **James W. Murray**, individually (who with his heirs, legal, and estate representatives is herein called “JM”) (with Two Rivers, Tiburon, and JM being individually, jointly, severally, jointly and severally, as limited by section 16 of Agreement, and collectively referred to herein as “Developer”) is to EVIDENCE THAT:

WHEREAS, the plat for Phase I of Two Rivers Condominium Subdivision (known as Erie County Permanent Parcel No. 42-00119-001, containing approximately 16.5385 acres, and hereinafter referred to as “Subdivision”) has been previously presented to the City for approval; and

WHEREAS, Part Eleven, Title One (including but not limited to Chapters 1111 through 1119, inclusive) of the Codified Ordinances of the City requires, *inter alia*, the completion of all required improvements within a subdivision, and a guarantee of completion of all improvements along with construction, maintenance and warranty bond(s) as applicable, prior to the recording of a plat for record purposes; and

WHEREAS, while some improvements in the Subdivision are completed, the Developer desires to install required improvements and has presented its improvement plans and proposed Plat to the City, a copy of which is attached hereto and marked as “Exhibit A”; and

NOW THEREFORE, the City and Developer hereby mutually promise and agree as follows:

1. Developer promises and agrees that, notwithstanding any contrary provisions of the Codified Ordinances of the City, on or before the expiration of five (5) years from the date hereof, it will construct, install and fully-complete, within the areas shown and described on “Exhibit A” hereof, at its sole expense and as applicable, and without any cost, expense or liability whatsoever to the City, all residential construction, clearing and rough and final grading of land per Exhibit A, maintenance of all vacant and unsold lands, and installation of walking trails, or like pedestrian-related improvements per plans and as platted, all in accordance with the plans and specifications approved by the City Engineer and as contained in said “Exhibit A” and in accordance with the Ordinances, regulations, and specifications of the City, currently in effect. Developer agrees to discharge all liabilities directly related to the Developer’s and/or Developer’s agents, contractors, subcontractors, employees or authorized representatives’ installation of the above-mentioned improvements.

2. Intentionally omitted.

3. Intentionally omitted.

4. Notwithstanding any contrary provision of this Agreement or the Codified Ordinances of the City, Developer:

(a) shall ensure all of Two Rivers LLC - Residential Phase I is fully-completed, including but not limited to having all residential units fully-completed (as further evidenced by a certificate of occupancy being issued for all units constructed in Phase I of the Subdivision), the 2,000 square foot recreation area installed, and all final grading and landscape improvements installed, within five (5) years from the date of Huron City Council approval of the Phase I development that permits commencement of construction by Developer;

(b) shall maintain the right to proceed with Subdivision approval processes for future phases within the aforementioned five (5) year time, but Developer shall not be permitted to commence construction of any additional housing units in future phases of the Subdivision unless or until Phase I of same is at least eighty-percent (80%) completed (as evidenced by 22 of 27 units being constructed and sold and conveyed by recorded conveyance to a third-party purchaser) to the reasonable satisfaction of the City consistent with the terms of this Agreement;

(c) further agrees that during the aforesaid five (5) year period, that it will ensure that the builder(s) shall at the builders' sole expense, repair all faults and defects of every kind and nature, whether arising out of the defects in workmanship or defective materials or otherwise; and

(d) further acknowledges and agrees that, notwithstanding any contrary provision of this Agreement, that the existing Sheltered Brooke Drive is and shall remain a private street, and shall not be dedicated to, nor accepted by, the City.

5. Intentionally omitted.

6. Developer further agrees that a condition precedent to the acceptance by the City of the dedication to the public use of said streets and roads contained in the Subdivision overall (and as to future phase), it will furnish to the City as a surety bond in the penal sum of not less than One Thousand Dollars (\$1,000.00) per unsold lot and/or parcels retained by Developer, not to exceed \$5,000.00 per subdivision, guaranteeing that the lots and parcels are maintained pursuant to Huron Ordinances 1131.03 and 1131.06 and 1127.06 for a period of two (2) years following the acceptance of the dedication, if any, or until 100% of the subdivision building lots have been completed with residences, whichever occurs first. These funds are to be used by the City, in addition to any and all other ordinances and/or penalties, where, at the discretion of the City, Developer has failed to maintain the lots and/or parcels and despite notice has failed to comply with Sections 1126.05, 1131.06, 1113.12, and in otherwise general compliance with the Ordinances of the City.

7. Intentionally omitted



8. Developer, simultaneously with the execution of this Agreement, shall deposit Fifteen Thousand and No/100 Dollars (\$15,000.00) to the City, which is a refundable cash bond to ensure the 2,000 square foot recreation area is installed, and all final grading and landscape improvements installed, within five (5) years from the date of Huron City Council approval of the Residential Phase I development that permits commencement of construction by Developer.

9. Developer agrees that, simultaneously with the execution of this Agreement, and before any work hereunder is commenced, it will submit evidence to the satisfaction of the City Law Director that it, or its contractors, have obtained public liability and property damage insurance covering and insuring the City as its interests may appear against any liability whatsoever in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) for injury or death to any one person, with a minimum aggregate limit of One Million Dollars (\$1,000,000.00), and Three Hundred Thousand Dollars (\$300,000.00) for property damage, which insurance shall be furnished and maintained at the expense of the Developer until all the work agreed to be done by the Developer has been fully completed and accepted, including the maintenance of the aforementioned improvements agreed by the Developer to be maintained. Developer may provide such insurance under a blanket type of insurance provided the City is properly named as an additional insured by endorsement thereunder in accordance with the provisions of this Agreement. Developer shall be liable for any damages, whether direct or indirect, to any underground or above ground utilities in the aforementioned Subdivision during performance of any of Developer's work, including but not limited home construction by Developer or any one or more builders, and further agrees to comply both singularly and on behalf of the City with the provisions contained in Section 153.64 of the Ohio Revised Code and any amendments made thereof to the extent said Section shall be applicable.

10. Developer agrees to comply with Ohio Revised Code Chapter 4123.01, et. seq. (Worker's Compensation law), and any amendments made thereto, and to cause to be covered thereunder all employees working under the control of the Developer, or its agents, and the Developer agrees to defend, indemnify and hold harmless the City and its officers, agents and employees from all claims, demands, payments, loss and expenses, including reasonable attorney fees, suits, actions, recoveries and judgments of every kind and description, whether or not well founded in law, made, brought or recovered against it, arising from any cause relating to Developer's activities in carrying out, or for any reason whatever connected with, the performance of this Agreement by Developer or its agents, contractors, subcontractors or employees, including any of the foregoing arising in consequence of insufficient protection or of the use of any patented invention by said Developer.

11. Developer agrees that the performance of this Agreement, pertaining only to Residential Phase I, by it shall be solely at its expense and cost, and at no expense or cost to, or liability or obligation of, the City.

12. Developer agrees, if applicable hereunder, to deliver to the City, a Title Guarantee in the fair market value as determined by the City Engineer showing title to private property conveyed to the City by easement, if any, to be vested in the City free and clear of all liens and encumbrances.

13. This Agreement shall be binding upon any successors in interest, assignee, heir, executor, administrator or trustee of Developer, with limitations set forth in Section 16 of Agreement, and Developer agrees that prior to any voluntary or involuntary assignment of this Agreement, Developer shall obtain the prior written consent from City, which consent may be withheld by the City in its sole and absolute discretion. For avoidance of doubt, any successor to the Developer shall be bound to this Agreement without qualification, which such assignment shall require the City's prior written consent, which consent maybe withheld by the City in the City's sole and absolute discretion.


14. Notwithstanding any contrary provision of this Agreement or the Codified ordinances of the City, and while Developer shall maintain the right to proceed with Subdivision approval processes for future phases within the aforementioned five (5) year time, Developer shall not be permitted to commence construction of any housing structures in future phases of the Subdivision unless or until Phase I of same is completed to the extent required in Section 4(b) to the reasonable satisfaction of the City consistent with the terms of this Agreement. Further, Developer acknowledges and agrees that a Developer Agreement shall be required for each future phase of work in the Subdivision, which must be finalized and executed before Developer may undertake work in any and all future phases of the Subdivision. Notwithstanding any contrary provision of this Agreement, the City shall assess a penalty if Phase I of the Subdivision is not completed in a reasonable manner in five (5) years, or if Developers deviate from plans and specifications as approved by the City (as applicable), at a rate of \$500.00 per day for each day that any such violations occur.

15. Notwithstanding any contrary provision of this Agreement, the obligations of Two Rivers and JM hereunder are individual, joint, several, and joint and several obligations of each person serving as Developer as limited buy Section 16 of Agreement below:

16. This Agreement only applies between the named parties and does not in any way extend rights to any other parties, especially third parties that may attempt to mediate or litigate against the instant parties. Specifically, JM and his heirs, legal, and estate representatives have, without limitations, all rights and opportunity to utilize the various corporation rules and laws afforded by Ohio laws (pertaining to LLCs, etc.) and any other local, state or federal protections.

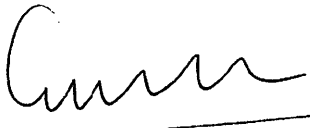
IN WITNESS WHEREOF, the parties hereto have affixed their signatures upon this Agreement as of the dates set forth below.

AS TO THE City:

By:   
Matthew D. Lasko, City Manager  
City of Huron

Date: July 12, 2023

AS TO FORM:

X   
TODD SCHRAEDER  
LAW DIRECTOR

AS TO THE Developer:

Two Rivers, L.L.C

By: James W. Murray, Esq.

Its: Chief Legal Officer (CEO)  
Print Name: James W. Murray  
Date: 7/11/2023

Tiburon Company, L.L.C.  
By: James W. Murray  
James W. Murray, President  
Date: 7/11/2023

James W. Murray  
James W. Murray, Individually, but limited  
to all available protections afforded by LLCs  
under Ohio laws under Section 16 of  
Agreement.  
Date: 7/11/2023



JAMES W MURRAY  
3608 TURFSIDE CIR  
HURON, OH 44839

129

56-1501/412

July 11, 2023

Date

PAY  
to the order of

CITY OF HURON

\$15,000.<sup>00</sup>

Fifteen thousand dollars and 00/100

Dollars



Photo  
Safe  
Deposit  
Please see back



For Two Rivers LLC deposit

James W. Murray, Esq.  
FOR THURON Co. LLC

⑆041215016⑆ 02708308251100129



Ohio Utility Protection Service  
**Call 811**  
before you dig

**D** FREDERICK & ASSOCIATES  
ENGINEERS - SURVEYORS - PLANNERS  
4645 N. SUMMIT STREET TOLEDO, OHIO 43611  
419.340.2650 fax 419.726.1995  
DFREDERICK@FREDERICKASSOC.COM

ALL INFORMATION  
HEREIN IS UNCLASSIFIED  
DATE 08-09-2017 BY 60324  
AUTHORITY E.O. 13526

DATE	01/15/2005
PRINT	02/22/22
REVISED	09/22
CITY PLED	11/08/23
REVISED	01/25/21
CITY PLED	01/25/21
REVISED	11/25

