



Department of Natural Resources  
Office of Coastal Management

Ted Strickland, Governor  
Sean D. Logan, Director  
John Watkins, P.E., Chief



April 7, 2010

Patricia M. Lukuch and Edward M. Lukuch  
3722 Edgewater Drive  
Vermilion, Ohio 44089

RE: EXECUTED SUBMERGED LAND LEASE FILE NO. SUB-2324-LO

Dear Mr. and Ms. Lukuch:

Enclosed is a copy of your executed Submerged Lands Lease #SUB-2324-LO signed by the Governor of State of Ohio and the Director of the Ohio Department of Natural Resources (ODNR).

The enclosed Submerged Lands Lease (Lease) has been executed for the use and occupation as described within the Lease. Please be advised that any future improvements to the existing facilities, the construction of new facilities, or any change in the use or occupation as described within the Lease shall require the prior written approval of the Director, Department of Natural Resources.

**ODNR requests that you record this Lease at the Lorain County Records Office as soon as possible.** The Recorder maintains current and legible land records. By doing so the Recorder makes it possible for individuals searching land records to find the documents necessary to establish chain of title, and ensures that encumbrances such as mortgages and easements related to the property are evident.

If you have any questions or need further instructions, please contact Dennis Waina at (419) 609-4111. Thank you for your cooperation in managing Ohio's Lake Erie coastal resources.

Sincerely,

Cynthia Hendrickson  
Records Management Officer

enclosures

c: Steve Holland, Consistency Coordinator  
file

STATE OF OHIO  
LAKE ERIE SUBMERGED LANDS LEASE  
FILE NUMBER SUB-2324-LO

This Lease of Lake Erie Submerged Lands is entered into by and between the State of Ohio, acting through the Director, Ohio Department of Natural Resources, hereinafter referred to as the State, and Patricia M. Lukuch and Edward M. Lukuch, their successors or assigns, whose address is 3722 Edgewater Drive, Vermilion, Ohio 44089, hereinafter referred to individually and collectively as Lessee, pursuant to the provisions of Sections 1501.01, 1504.02, 1506.10 and 1506.11, Ohio Revised Code and the rules promulgated under Chapter 119, Ohio Revised Code, and authorized by Section 1506.02, Ohio Revised Code.

WHEREAS Lessee is the owner of land fronting on Lake Erie and located at 3780 Edgewater Blvd., Vermilion, Ohio 44089, hereinafter referred to as the Upland Property.

WHEREAS, Lessee has submitted to the Director of Natural Resources an application for a Lake Erie Submerged Lands Lease for a private erosion control structure (armor stone revetment).

WHEREAS, the Director of Natural Resources has determined that a Lake Erie Submerged Lands Lease may be entered into with Lessee for the following described Submerged Lands hereinafter referred to as the Lease Property.

DESCRIPTION

SEE EXHIBITS "A" & "B" ATTACHED HERETO AND MADE A PART HEREOF...

NOW THEREFORE, the State, in consideration of the mutual covenants and agreements hereinafter set forth, does hereby grant this Lease to Lessee, under the following terms and conditions:

1. TERM

This Lease shall be for a period of fifty (50) years, commencing April 1, 2010 and ending March 31, 2060.

Upon the expiration of the term of this Lease, Lessee may apply to the State for a new lease in accordance with any and all laws and regulations pertaining to the leasing of Lake Erie submerged lands in effect at that time.

2. CONSIDERATION

The annual rental for the first five (5) year period of this Lease shall be based on the following calculations: Rent for a private erosion control structure (armor stone revetment) occupying a total of 3,714 square feet of submerged lands equals \$50.00 plus \$0.01 per square foot, or \$ 87.14 for the first year, and \$0.01 per square foot, or

\$37.14, for each year of the remaining four years of the of the first five (5) year period. The rent shall not be modified during the first five (5) year period except as provided in Section 3 and Section 7 herein. However, prior to the expiration of each five (5) year period, the Director of the Department of Natural Resources shall review the rental rate. The rental rate shall be recalculated in accordance with the provisions of Rule 1501-6-06 of the Ohio Administrative Code. There will be no increase based upon improvements funded by sources other than the Department of Natural Resources. The State will make a reasonable effort to notify Lessee of any rental adjustment, in writing, not less than ninety (90) days prior to the end of each five (5) year period of this Lease.

The first rental payment shall be computed from April 1, 2010, and shall be due upon receipt of a billing statement from the Ohio Department of Natural Resources. All subsequent rental payments shall be due by April 1, in each and every year hereafter. If any payment is not received by the due date, whether or not a demand for payment is made, the State, at its option, may terminate this Lease pursuant to Section 11 herein.

All rental payments are to be made payable to Ohio Department of Natural Resources, and delivered to the Office of Coastal Management, Submerged Lands Lease Section, 105 West Shoreline Drive, Sandusky, Ohio 44870 or as otherwise may be directed in writing by the Ohio Department of Natural Resources. Obligations of the State are subject to the provisions of Section 126.07 of the Ohio Revised Code.

3. USE

Lessee shall use and occupy the Lease Property for a private erosion control structure (armor stone revetment). Any future improvements to the existing facilities, the construction of new facilities, or any change in the existing use of the Lease Property shall require the prior written approval of the Director, Department of Natural Resources. Any change in use approved by the Director, Ohio Department of Natural Resources, may also result in a re-evaluation of the rent, and this Lease, shall, accordingly, be modified to reflect the proper rent as assigned by the Director based on such change in use. Routine maintenance shall not require the prior written approval of the Director of the Department of Natural Resources. Routine maintenance does not include 1) additional improvements or developments of the Lease Property, 2) improvements to the existing facilities, 3) construction of new facilities, or 4) any change in the use of the Lease Property as stated above

This Lease is made subject to all prior leases or grants on any portion of the Lease Property, and to the renewal thereof. The State also reserves the right to grant utility easements or leases across, under, on or in the Lease Property.

Lessee shall not place any structures or fill material outside the limits of the Lease Property, and shall be liable for any and all damages resulting from such violation and shall be subject to subsequent termination of this Lease under the default provision provided in Section 11 herein.

This Lease shall be subject to any and all local, state or federal laws or regulations. The issuance of this Lease does not release the Lessee from obtaining any and all other permits or documents from any local, state or federal agency as required for the use of the Lease Property. Failure to obtain any required permits or documents shall be a violation of this Lease and cause this Lease to be subject to termination under the default provisions provided in Section 11 herein.

This Lease does not express or imply any control of fisheries or aquatic wildlife now vested in the Department of Natural Resources, Division of Wildlife.

This Lease does not authorize the Lessee to prejudice the littoral rights of any owner of land fronting on Lake Erie. Lessee shall at all times respect the littoral rights of neighboring upland owners, as well as the public's right to the free and unrestricted use of the waters outside the limits of the Lease Property.

The Lease Property shall be subject to the public's right of navigation in and around any structures and/or fill material on the Lease Property. However, the public's right of navigation shall be limited to the extent that it does not interfere with Lessee's safe use of Lessee's structures and/or fill material. Lessee shall not refuse, during storms or other adverse conditions, safe harbor refuge to any vessel seeking such refuge, provided that the harbor can accommodate such vessel.

4. MAINTENANCE/REPAIR

Lessee shall maintain and manage the Lease Property in a responsible manner, keeping it clean, sanitary and free from any debris. Lessee agrees to make every attempt to ensure that there is no excessive buildup of unsightly debris on the Lease Property as a direct result of Lessee's improvements.

5. LIABILITY

Lessee shall indemnify and save harmless the State from and against any and all claims, demands, damages, actions, or causes of action, together with any and all losses, costs, or related expenses thereof asserted by any person or persons for bodily injury, death or property damage resulting from Lessee's occupation or use of any portion of the Lease Property, or arising out of any act, omission or neglect by Lessee or any of its agents, employees or invitees.

During the term of this Lease, Lessee, at its sole cost and expense, shall carry and maintain a policy of Comprehensive General Liability insurance with the broad form



endorsement against claims for bodily injury, personal injury, wrongful death and property damage covered together with all costs of defense.

Said policy shall designate as an additional named insured the State of Ohio as its interest may appear. The policy limits shall be no less than the following:

Bodily Injury	\$250,000 per person	\$500,000 per occurrence
Property Damage	\$100,000 per occurrence	\$500,000 aggregate
OR		
Combined single limit	\$1,000,000 per occurrence	

Said policy shall contain a clause providing that thirty (30) days written notice of cancellation, nonrenewal, or decrease in coverage will be given to the Director, Department of Natural Resources. A copy of the Certificate of Coverage shall be filed with and is subject to the approval of the Director, Department of Natural Resources.

The State reserves the right, but has no obligation, to periodically review the liability limits for the insurance policies required. If at any time the State reasonably determines that the then required policy limits are insufficient to adequately protect the State's interests and/or do not meet current industry guidelines, the State may require an increase in the policy limits. The Lessee shall have sixty (60) days following notification by the State of the new policy requirements to obtain insurance meeting the new requirements and to file with the State proof of insurance conforming to the new requirements. Failure to comply with this clause shall constitute a material breach of this Lease and cause this Lease to be subject to termination under the default provision provided in Section 11 herein.

#### 6. MINERAL RIGHTS

This Lease reserves to the State all mineral rights as required by Section 1506.11 of the Ohio Revised Code, and should the State cause any such minerals to be removed from the Lease Property, their removal will be conducted in a manner that will not damage any improvements of the Lessee on the Lease Property.

#### 7. ASSIGNMENT/MORTGAGE/SUBLETTING

Lessee shall not assign or mortgage this Lease or sublet any part of the Lease Property in a manner inconsistent with Rule 1501-6-05(D) of the Ohio Administrative Code. There shall be no assignment, sublease or mortgage of the Lease without the written consent of the Director, Department of Natural Resources which consent shall not be unreasonably withheld or unreasonably conditioned.

Lessee shall deliver a written request to assign, sublet or mortgage this Lease to the Director not less than ninety (90) days prior to the proposed effective date thereof.

The Director shall respond to Lessee within thirty (30) days of the Director's receipt of Lessee's request. If the Director fails to act in any manner within ninety (90) days of the receipt of Lessee's request, the request shall be deemed approved by the Director.

If Lessee transfers the Upland Property, Lessee must assign this Lease to the transferee of the Upland Property prior to or on the date of the transfer of the Upland Property. If assigned prior to the date of transfer, Lessee shall instruct the closing officer of the title company or bank or Lessee's attorney to hold the assignment in escrow until the transfer of the Upland Property is completed. In the event that the transfer of the Upland Property is not consummated, the assignment of this Lease shall automatically be null and void. Failure to comply with this clause shall constitute a material breach of this Lease and cause this Lease to be subject to termination under Section 11, including Lessee's duty to remove all personal property, structures and fixtures constructed or placed on the Lease Property and to restore the Lease Property to a condition satisfactory to the State.

Rental rates and other lease terms shall be subject to revision at the time of assignment of this Lease.

Applicants for the Director's consent to assign, mortgage or sublet this Lease shall be entitled to an administrative review of and appeal from any decision of the Director pursuant to Section 119.06, Ohio Revised Code.

8. TAXES

Lessee shall be responsible for any and all federal, state, and/or local taxes and/or assessments levied against the Lease Property.

9. ACCESS

The State may, without prior notice, at all reasonable times and without interfering with the operations of the Lessee, enter into and upon the Lease Property to determine if the Lessee is complying with the terms of this Lease or for any other lawful purpose.

10. DISCRIMINATION PROHIBITED

Lessee shall not discriminate against any person or entity on the basis of race, color, religion, sex, ancestry, handicap, disability, age or national origin.

11. STATE'S RIGHT TO TERMINATE

If Lessee breaches or defaults on any of the terms or conditions of this Lease, and if such breach or default is not remedied within thirty (30) days after written notification by the State of the breach or default, the State may terminate this Lease.

The State shall give written notice of any termination made under this Section and Lessee shall then surrender possession of the Lease Property to the State. Lessee shall have ninety (90) days from the date on the written notice to remove all personal property, structures and fixtures constructed or placed on the Lease Property, and to restore the Lease Property to a condition satisfactory to the State which satisfaction shall not be unreasonably withheld. If the Lease Property is not restored to a condition satisfactory to the State, the State may have the Lease Property restored at expense of Lessee.

A termination made under this Section shall not be deemed to be a condemnation or appropriation of the interest of the Lessee in the Lease Property and the only right to compensation the Lessee shall be entitled to is a pro-rated refund of any rental monies previously paid to Lessor. Lessor shall not be liable for any damages or loss to the Lessee arising out of a termination made pursuant to this Section.

## 12. LESSEE'S TERMINATION OPTION

- (a) In the event Lessee should wish to discontinue its use of or is unable to continue its use of the Lease Property, prior to the expiration of this Lease as stated in the Term provision herein, then Lessee shall have the option ("Termination Option") to terminate this Lease, subject to and in accordance with the following terms and conditions:
  - (i) Lessee shall deliver a written request to terminate this Lease to the Director. There shall be no termination of this Lease without the written consent of the Director, which consent shall not be unreasonably withheld or unreasonably conditioned. In the event that the Director consents to Lessee's request to terminate this Lease prior to its date of expiration, Lessee will execute a Lease Termination Agreement prepared by the State ("Termination Agreement");
  - (ii) Lessee shall have the time specified in the Termination Agreement to remove all personal property, structures and fill constructed or placed upon the Lease Property, and to restore the Lease Property to a condition satisfactory to the Director, Department of Natural Resources. If the Lease Property is not restored to a condition satisfactory to the Director, the Director may have the Lease Property restored at the expense of Lessee; and
  - (iii) Lessee must not be in default under this Lease and all rent, additional rent, and other charges payable under this Lease shall be paid through

and apportioned as of the effective date of termination of this Lease, unless waived in writing by the Director.

- (b) The Termination Option shall automatically become null and void upon the earlier to occur of: (i) the termination of Lessee's right to possession of the Lease Property or (ii) the failure of Lessee to timely or properly exercise the Termination Option.

13. EMINENT DOMAIN

This Lease is subject to the State's right of eminent domain as provided for in Section 1506.11(E), and elsewhere in the Ohio Revised Code.

14. EXPIRATION

Upon the expiration of this Lease and the subsequent failure of Lessee to apply to the State for a new lease pursuant to Section 1 herein, Lessee shall remove all personal property, structures and fixtures constructed or placed on the Lease Property, and restore the Lease Property to a condition satisfactory to the State. If the Lease Property is not restored to a condition satisfactory to the State, the State may have the Lease Property restored at the expense of the Lessee.

15. REPRESENTATIVES/AGENTS

Where this Lease refers to either the State or the Lessee, those terms shall include the agents, employees, or authorized representatives of each party.

16. QUIET ENJOYMENT

The State covenants that if, and so long as, Lessee pays the rent when due and performs the covenants hereof, Lessee may quietly occupy the Lease Property, during the term, without any hindrance by the State or any person or persons lawfully claiming under the State. The State is not obligated to warrant or defend the Lease Property or this Lease against any claim asserted by any other person or entity. A taking by eminent domain shall not be deemed to be a breach of this covenant.

17. OHIO ETHICS

In accordance with Executive Order 2007-01S, Lessee, by signature on this document, certifies that Lessee: (1) has reviewed and understands Executive Order 2007-01S, (2) has reviewed and understands the Ohio ethics and conflict of interest laws as found in Ohio Revised Code Chapter 102 and in Ohio Revised Code Sections 2921.42 and 2921.43, and (3) will take no action inconsistent with those laws or the Executive Order. Lessee understands that failure to comply with Ohio's ethics and conflict of interest laws or with Executive Order 2007-01S is, in itself, grounds for

termination of this Lease and may result in the loss of other leases, contracts or grants with State of Ohio.

18. DECLARATION REGARDING MATERIAL ASSISTANCE

If required to do so pursuant to Section 2909.33 of the Ohio Revised Code, Lessee hereby represents and warrants that Lessee: (1) has not provided material assistance to an organization listed on the Terrorist Exclusion List of the State Department of the United States; (2) has obtained a current copy of the Terrorist Exclusion List; and, (3) truthfully has answered "No" to every question on the Ohio Department of Public Safety's form "Declaration Regarding Material Assistance/Nonassistance to a Terrorist Organization." If this representation is deemed false, this Agreement is void *ab initio*. Information and forms concerning the Declaration may be found at: [http://www.homelandsecurity.ohio.gov/dma/dma\\_general\\_info.asp](http://www.homelandsecurity.ohio.gov/dma/dma_general_info.asp)

IN TESTIMONY WHEREOF, the parties hereto have set their hands this 22 day of FEBRUARY, 2010.

**Witnesses to Lessee Patricia M. Lukuch**  
**(2 witnesses)**

Kelly A Conner      2/22/10  
Witness Signature      Date

Kelly A. Conner  
Print Witness Name

Patricia M Lukuch      2-22-10  
Patricia M. Lukuch signature      Date

Richard A. Pass      2/22/10  
Witness Signature      Date

RICHARD A. PASS  
Print Witness Name

**Witnesses to Lessee Edward M. Lukuch**  
**(2 witnesses)**

Kelly A. Conner      2/22/10  
Witness Signature                      Date

Edward M. Lukuch      2/22/10  
Edward M. Lukuch signature                      Date

Kelly A. Conner  
Print Witness Name

Richard A. Potts      2/22/10  
Witness Signature                      Date

RICHARD A. POTTS  
Print Witness Name

John Watkins  
John Watkins, Chief  
Office of Coastal Management

**Witnesses to Director**

THE STATE OF OHIO, LESSOR  
Department of Natural Resources

Erica Walsh 3/9/10  
Witness Signature Date

Richard G. Milleson A.S. (P.I.)  
Sean D. Logan, Director  
Department of Natural Resources

Erica Walsh  
Print Witness Name

Susan Banks 3/9/10  
Witness Signature Date

Susan Banks  
Print Witness Name

STATE OF OHIO,  
Franklin County, ss:-

Before me, a notary public in and for State of Ohio, County of Franklin, personally appeared the above-named Richard G. Milleson, Asst. Director, Ohio Department of Natural Resources, on behalf of LESSOR, State of Ohio, who acknowledged that he did sign the foregoing instrument and that the same was his free act and deed.

In testimony whereof, I hereunto set my hand and official seal at Columbus, Ohio, this 9<sup>th</sup> day of March, 2010.



**ALLENE D. McCOY**  
Notary Public, State of Ohio  
My Commission Expires 09-14-2011

Allene D. McCoy  
Notary Public Signature

Allene D. McCoy  
Name (print):  
My Commission Expires: 9-14-2011

APPROVED AS TO FORM:  
Ohio Attorney General

By: Nicole Candelora-Norman  
Nicole Candelora-Norman  
Assistant Attorney General

Date: 3/8/10

APPROVED:

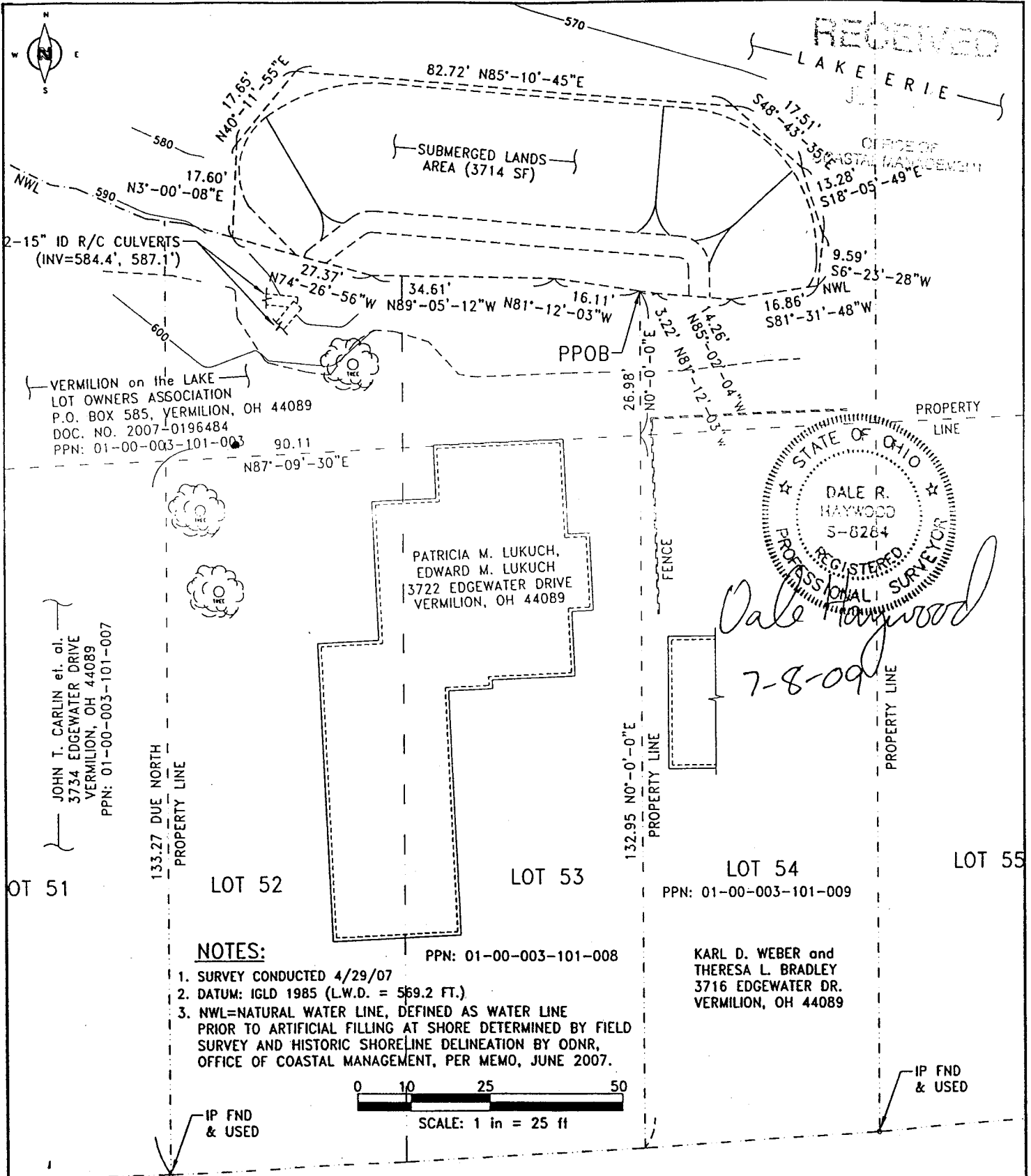
Ted Strickland  
TED STRICKLAND, Governor  
State of Ohio

Date: 03-23-10

This instrument was prepared by Nicole Candelora-Norman, Assistant Attorney General.

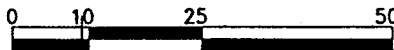


EXHIBIT "A"



**NOTES:**

1. SURVEY CONDUCTED 4/29/07
2. DATUM: IGLD 1985 (L.W.D. = 569.2 FT.)
3. NWL=NATURAL WATER LINE, DEFINED AS WATER LINE PRIOR TO ARTIFICIAL FILLING AT SHORE DETERMINED BY FIELD SURVEY AND HISTORIC SHORELINE DELINEATION BY ODNR, OFFICE OF COASTAL MANAGEMENT, PER MEMO, JUNE 2007.



PREPARED BY:

**Haywood Surveying, Inc.**

**ADJACENT PROPERTY OWNERS:**

Patricia M. Lukuch  
3722 Edgewater Drive, Vermilion OH 44089  
Karl D. Weber and Theresa L. Bradley  
39267 Butternut Ridge Road, Elyria OH 44035

**SUBMERGED LANDS LEASE  
SITE PLAN**

09/08/01 2324

STONE BREAKWATER  
VERMILION, OHIO

**APPLICANT:**

VERMILION-on-the-LAKE HISTORIC  
COMMUNITY CENTER CHARITABLE TRUST  
3780 EDGEWATER DRIVE  
VERMILION, OH 44089

REV. 6/26/09

SHEET 2 OF 2

5/15/09

EXHIBIT "B"

Haywood Civil Engineering and Land Surveying, Inc.

475 North Abbe Road, Elyria, OH 44035

(440) 365-9831

LEGAL DESCRIPTION  
Lake Erie Submerged Lands Lease  
Stone Breakwater  
Vermilion-on-the-Lake Historic community Center Charitable Trust  
July 7, 2009

SITUATED in the City of Vermilion, County of Lorain and State of Ohio; and being known as submerged land northerly of Park Reserve in the Krogh Syndicate's Vermilion-on-the-Lake Subdivision No. 1 of a part of Original Brownhelm Township Lots Nos. 2 and 3, as recorded in Volume 10, Pages 18 and 19 of Plat Records; and being bounded and described as follows;

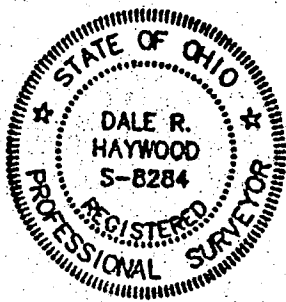
BEGINNING at in the natural shoreline of Lake Erie at the intersection with the northerly projection of the east line of lands conveyed to Patricia M. Lukuch and Edward M. Lukuch by Instrument No. 990641146 of Lorain County Records, said point being Due North a distance of 26.98 feet from the northeast corner of Sublot No. 53 and a total distance of 159.93 feet Due North from its intersection with the northerly right-of-way line of Edgewater Drive;

Thence the following twelve courses over Lake Erie:

1. Along the natural shoreline of Lake Erie North 81°12'03" West 16.11 feet;
2. Along the natural shoreline of Lake Erie North 89°05'12" West 34.61 feet;
3. Along the natural shoreline of Lake Erie North 74°26'56" West 27.37 feet;
5. North 03°00'08" East 17.60 feet;
6. North 40°11'55" East 17.65 feet;
7. South 85°10'45" East 82.72 feet;
8. South 48°43'35" East 17.51 feet;
9. South 18°05'49" East 13.28 feet;
10. South 06°23'28" West 9.59 feet to the natural shoreline of Lake Erie;
11. Along the natural shoreline of Lake Erie South 81°31'48" West 16.86 feet;
12. Along the natural shoreline of Lake Erie North 85°02'04" West 14.26 feet;
13. Along the natural shoreline of Lake Erie North 81°12'03" West 3.22 feet to the principal place of beginning;

Contained within said bounds 3,714 square feet of submerged land, more or less, but subject to all legal highways and easements of record as surveyed by Dale Haywood, Registered State of Ohio Surveyor No. 8284.

Bearings are to an assumed meridian and intended to describe angles only.



*Dale Haywood 7-8-09*

Dale Haywood, P.S. No. 8284  
Registered State of Ohio Surveyor No. 8284



Department of Natural Resources  
Office of Coastal Management



Ted Strickland, Governor  
Sean D. Logan, Director  
John Watkins, P.E., Chief

April 7, 2010

Vermilion-on-the-Lake  
Historic Community Center Charitable Trust  
Attention: Mr. Terrence Brady  
P. O. Box 585  
Vermilion, Ohio 44089

**RE: Permit to Construct Works to Control Erosion or Wave Action  
3780 Edgewater Drive, Vermilion, Lorain County 09-LOR-01**

Dear Madam or Sir:

The enclosed permit to construct works to control erosion or wave action has been issued by the Ohio Department of Natural Resources. This permit authorizes the construction of a 110 linear feet of armor stone revetment along the Ohio shore of Lake Erie.

Care should be taken to ensure that the works are constructed as designed by the professional engineer, within the boundaries shown on the drawings. Changes to the design or location of the works may have significant impacts on the resources of Lake Erie or on adjacent properties and therefore require the ODNR's approval of such changes prior to construction.

Please note the conditions attached to this approval. In particular, please notify the department in writing of the anticipated date when construction will commence and the date when the project is expected to be completed.

If you have any questions or if we can provide you with any further assistance, please contact us at 419-626-7980 or 1-888-644-6267.

Sincerely,

Cynthia Hendrickson  
Office of Coastal Management

Enclosure

c: Steve Holland, Consistency Coordinator  
Brian Mitch, Environmental Review Coordinator  
Christopher Andrassy, P.E.  
Allen C. and Faith H. Buchs  
Kevin M. McGee  
Patricia M. and Edward M. Lukuch ✓  
Ohio Environmental Protection Agency  
U.S. Army Corp of Engineers  
file



**CONSTRUCTION PERMIT  
FOR WORKS TO CONTROL EROSION OR WAVE ACTION  
ALONG OR NEAR THE OHIO SHORELINE OF LAKE ERIE**



**09-LOR-01**

ISSUED BY: Ohio Department of Natural Resources  
Office of Coastal Management  
105 West Shoreline Drive  
Sandusky, OH 44870-4132

ISSUED TO: Vermilion-on-the-Lake  
Historic Community Center Charitable Trust

LOCATION: Permanent Parcel #01-00-003-101-003  
3780 Edgewater Drive  
Vermilion, Ohio 44089

Pursuant to Section 1506.40 of the Ohio Revised Code, authorization is granted for construction of 110 linear feet of armor stone revetment along of the shore of Lake Erie, in accordance with the attached drawings and the following conditions:

1. This permit does not sanction any infringement of federal, state and local laws or regulations, nor does it exempt the necessity of securing consent to the work herein authorized.
2. Issuance of this permit does not constitute any endorsement of the engineering design and integrity of the structure permitted, and the permittee shall not hold the State of Ohio liable for damages caused to the structure by natural or man-made forces.
3. This permit does not relieve the permittee of responsibility for any and all damages or for claims for damages that may occur to adjacent property by reason of the construction herein authorized.
4. Prior to construction of the project, the permittee shall notify the Ohio Department of Natural Resources, in writing, of the anticipated date when construction will commence and the date when the project is expected to be completed. The permittee shall also notify the Ohio Department of Natural Resources, in writing, when significant suspension of work occurs on the project.
5. Permittee shall obtain prior approval from the Ohio Department of Natural Resources for any proposed modifications to the project authorized herein. Revised drawings shall be submitted for all approved modifications.
6. This permit for the work herein authorized will expire 2 years from the date of the signature of the Director of the Ohio Department of Natural Resources.
7. A maintenance, monitoring and inspection plan must be developed and implemented within six months of the date when the construction of the project is completed.
8. All beach sand and gravel excavated or that would be covered by the structure shall be sidecast lakeward prior to construction to prevent its removal from the littoral system.

SIGNATURE:

Handwritten signature of Sean D. Logan in cursive script.

Sean D. Logan, Director  
Ohio Department of Natural Resources

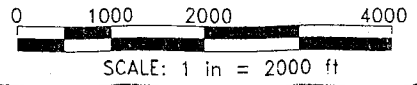
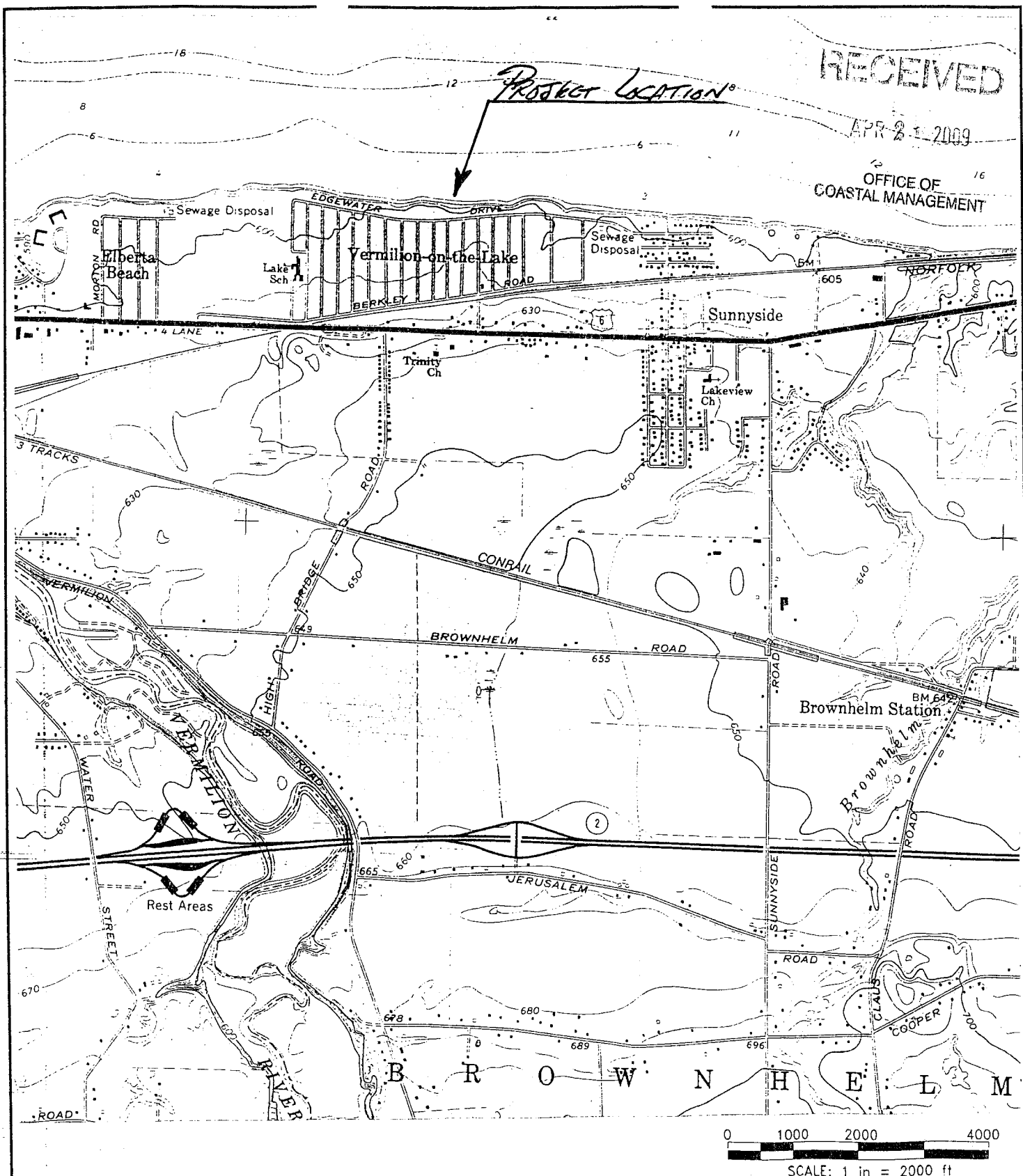
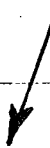
4-1-10.  
Date

RECEIVED

APR 21 2009

OFFICE OF COASTAL MANAGEMENT

PROJECT LOCATION



PREPARED BY:  
**Andrassy Engineering, Ltd.**

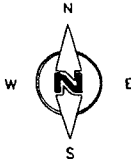
ADJACENT PROPERTY OWNERS:  
 Patricia M. Lukuch  
 3722 Edgewater Drive, Vermilion OH 44089  
 Karl D. Weber and Theresa L. Bradley  
 39267 Butternut Ridge Road, Elyria OH 44035

LOCATION MAP  
**09LOR012324**

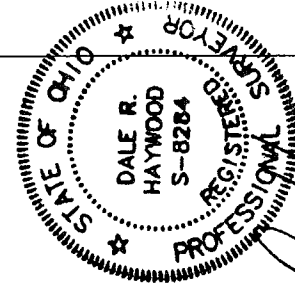
STONE BREAKWATER  
 VERMILION, OHIO

APPLICANT:  
 VERMILION-on-the-LAKE HISTORIC  
 COMMUNITY CENTER CHARITABLE TRUST  
 3780 EDGEWATER DRIVE  
 VERMILION, OH 44089

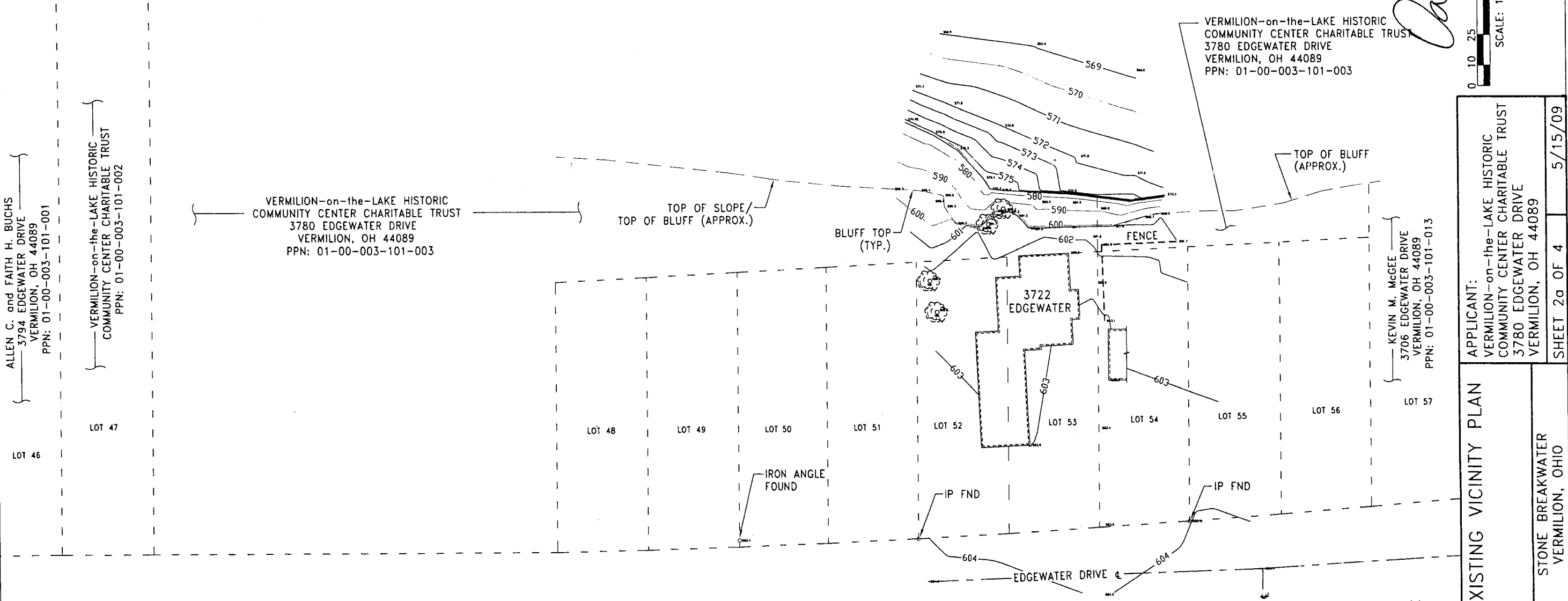
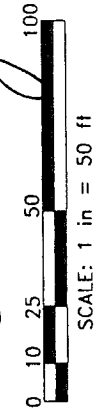
SHEET 1 OF 4      3/10/09



L A K E E R I E



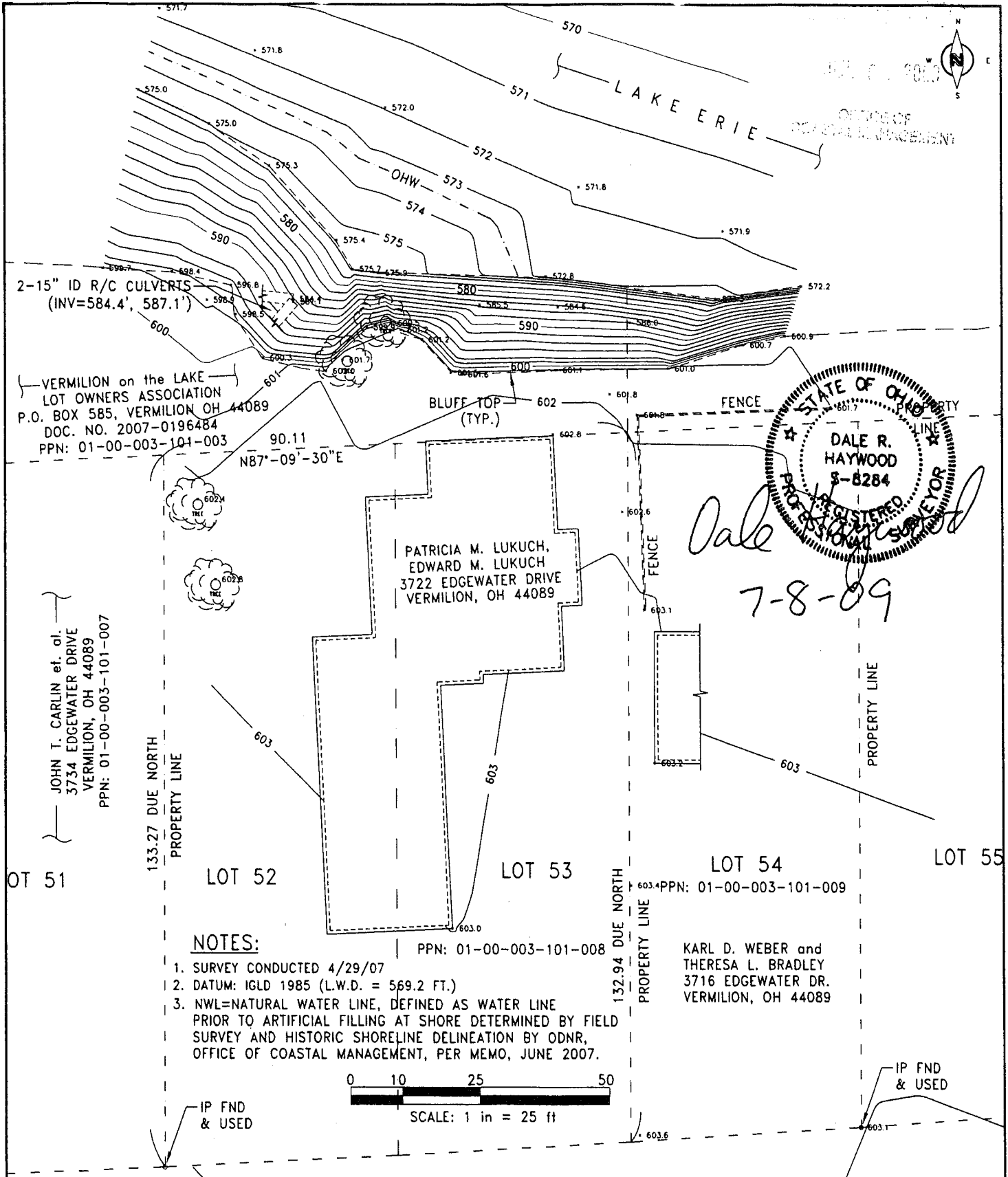
*Dale Haywood*



- NOTES:**
1. TOP OF BLUFF (APPROX.) DETERMINED FROM 2005 AERIAL PHOTOGRAPHY AVAILABLE THROUGH LORAIN COUNTY AUDITOR'S WEB SITE
  2. CONTOUR ELEVATIONS IN FEET (IGLD85)

RECEIVED  
MAY 29 2009  
OFFICE OF  
COASTAL MANAGEMENT

PREPARED BY: <b>Haywood Surveying, Inc.</b> ADJACENT PROPERTY OWNERS: Allen C. and Faith H. Buchs 49226 State Rte. 10, Amherst OH 44001 Kevin M. McGee 3706 Edgewater Drive, Vermilion OH 44089	EXISTING VICINITY PLAN STONE BREAKWATER VERMILION, OHIO	APPLICANT: VERMILION-on-the-LAKE HISTORIC COMMUNITY CENTER CHARITABLE TRUST 3780 EDGEWATER DRIVE VERMILION, OH 44089	SHEET 2a OF 4 5/15/09
---	---	--	--------------------------



PREPARED BY:  
**Haywood Surveying, Inc.**

ADJACENT PROPERTY OWNERS:  
Allen C. and Faith H. Buchs  
49226 State Rte. 10, Amherst OH 44001  
Kevin M. McGee  
3706 Edgewater Drive, Vermilion OH 44089

EXISTING SITE PLAN

*09LORO1 2324*

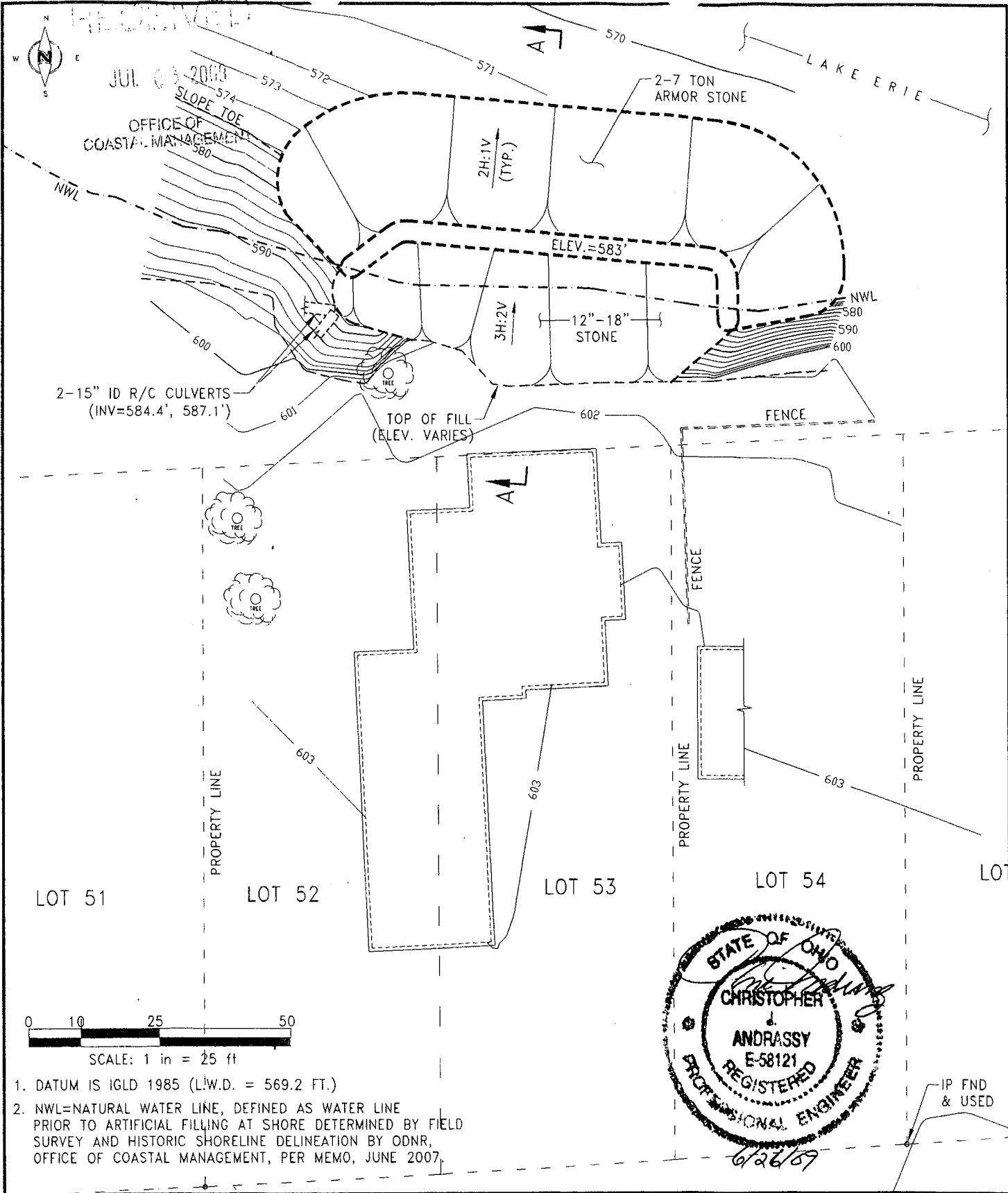
STONE BREAKWATER  
VERMILION, OHIO

APPLICANT:  
VERMILION-on-the-LAKE HISTORIC  
COMMUNITY CENTER CHARITABLE TRUST  
3780 EDGEWATER DRIVE  
VERMILION, OH 44089  
REV. 5/15/09,  
6/26/09

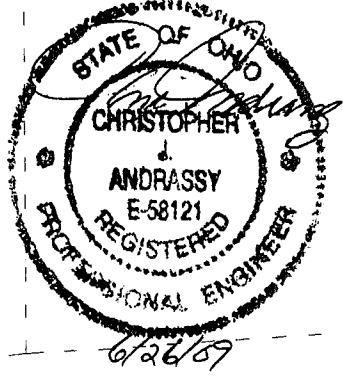
SHEET 2b OF 4

3/10/09

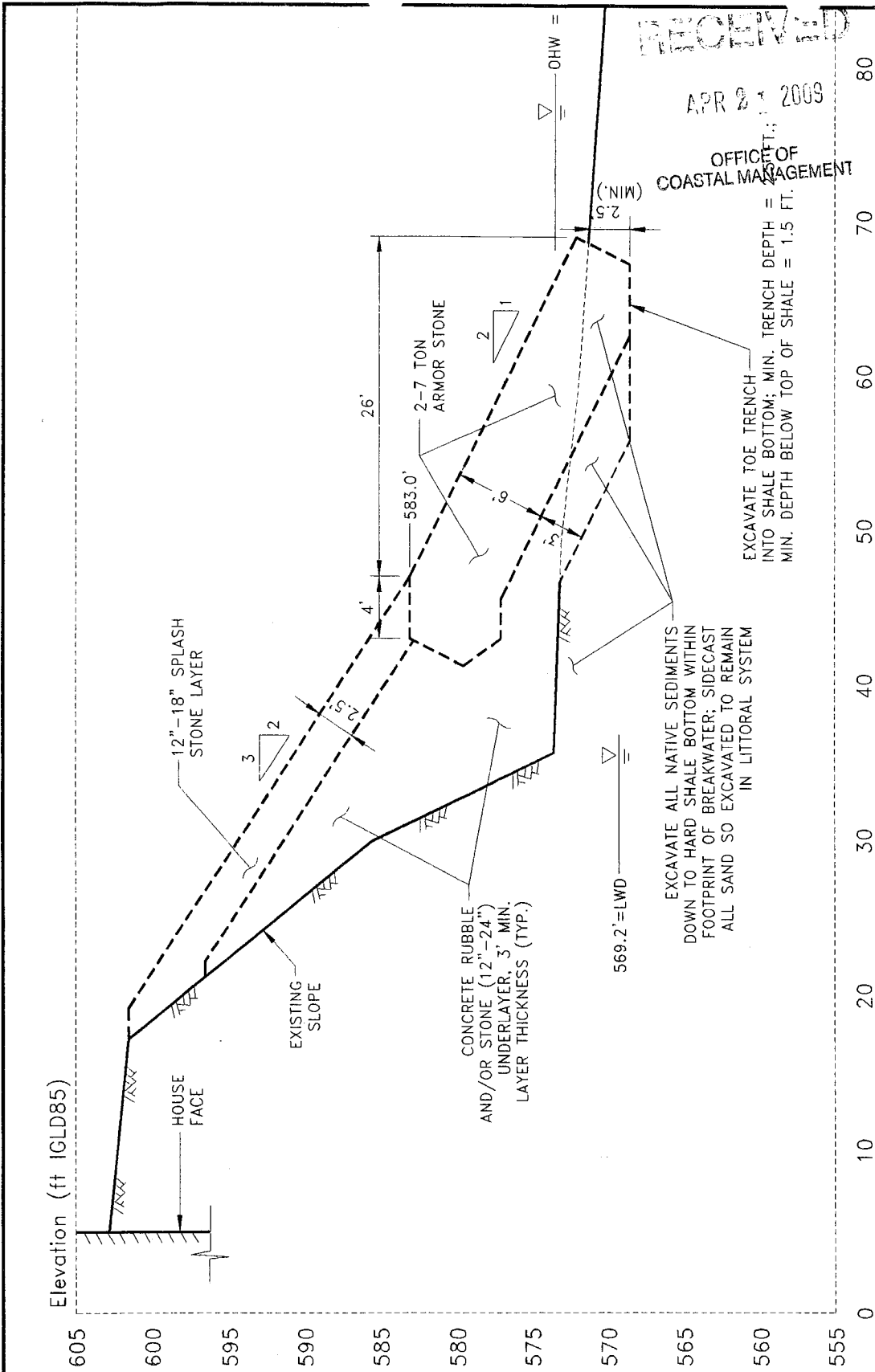




1. DATUM IS IGLD 1985 (L.W.D. = 569.2 FT.)
2. NWL=NATURAL WATER LINE, DEFINED AS WATER LINE PRIOR TO ARTIFICIAL FILLING AT SHORE DETERMINED BY FIELD SURVEY AND HISTORIC SHORELINE DELINEATION BY ODNR, OFFICE OF COASTAL MANAGEMENT, PER MEMO, JUNE 2007.

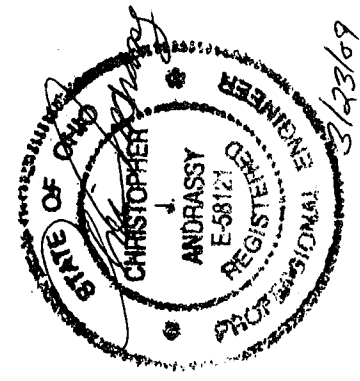


PREPARED BY: <b>Andrassy Engineering, Ltd.</b>	PROPOSED SITE PLAN 09L0B01 2324	APPLICANT: VERMILION-on-the-LAKE HISTORIC COMMUNITY CENTER CHARITABLE TRUST 3780 EDGEWATER DRIVE VERMILION, OH 44089 REV. 6/26/09
ADJACENT PROPERTY OWNERS: Patricia M. Lukuch 3722 Edgewater Drive, Vermilion OH 44089 Karl D. Weber and Theresa L. Bradley 39267 Butternut Ridge Road, Elyria OH 44035		



RECEIVED  
APR 21 2009

OFFICE OF  
COASTAL MANAGEMENT



EXCAVATE TOE TRENCH INTO SHALE BOTTOM; MIN. TRENCH DEPTH = 1.5 FT. MIN. DEPTH BELOW TOP OF SHALE = 1.5 FT.

EXCAVATE ALL NATIVE SEDIMENTS DOWN TO HARD SHALE BOTTOM WITHIN FOOTPRINT OF BREAKWATER; SIDECAST ALL SAND SO EXCAVATED TO REMAIN IN LITTORAL SYSTEM

Notes:

1. Armor stone shall be rough, angular, and free of cracks; armor stones shall be placed individually in a manner which maximizes stone to stone contact area and minimizes voids; do not drop stones.
2. Armor stones may be sandstone or limestone.
3. Smaller (2-4 ton) armor stones shall be placed at interior of armor layer; larger (4-6 ton) stones shall be placed at exterior of armor layer; largest (6-7 ton) stones shall be placed at revetment toe.

PREPARED BY:  
**Andrassy Engineering, Ltd.**

ADJACENT PROPERTY OWNERS:  
Patricia M. Lukuch  
3722 Edgewater Drive, Vermilion OH 44089  
Karl D. Weber and Theresa L. Bradley  
39267 Butternut Ridge Road, Elyria OH 44035

SECTION A-A  
SCALE: 1" = 10'  
**09LOR 01 2324**  
STONE BREAKWATER  
VERMILION, OHIO

APPLICANT:  
VERMILION-on-the-LAKE HISTORIC  
COMMUNITY CENTER CHARITABLE TRUST  
3780 EDGEWATER DRIVE  
VERMILION, OH 44089

SHEET 4 OF 4      3/10/09

































**BVC Enterprises, Inc.**  
**32334 Lake Road**  
**Avon Lake, OH 44012**  
440-930-4728

**Contract**

DATE: 6/16/2010

---

<b>Michael Lukuch</b>	<b>440-258-8682</b>		
CUSTOMER NAME	HOME PHONE		
<b>3722 Edgewater Drive</b>	<b>Vermillion</b>	<b>Ohio</b>	<b>44089</b>
ADDRESS	CITY	STATE	ZIP

---

DESCRIPTIONS and/or SPECIFICATIONS

As per our conversation regarding available start date, just given a week or two will be sufficient. It is estimated that the project will take 6-8 weeks to complete. The temporary roadway, if from the street through the yard, will cost \$2,500.00. If BVC Enterprises, Inc. can go across the neighbor's property it will be less.

Unit prices are as follows:

Installation of Armor Stone for Revetment	\$45.00/Ton
Installation of 601 "B" Stone for Splash Berm	\$30.00/Ton
Installation of Concrete Rubble Under layer	\$5.00-\$10.00/Ton

Quantities provided by the engineer are as follows:

Armor Stone for Reventment	975 Tons
601 "B" Stone for Splash Berm	195 Tons
Concrete Rubble Under layer	980 Tons

I do not believe will require near the amount of Armor Stone noted by the engineer, and you can save by using more hard fill vs. Armor Stone, within reason. Actual quantities of material may vary. Stone cost will be based on actual quantities delivered and installed. However, based on the engineer's quantities, your cost would be \$57,125.00 to \$62,025.00.

Any additional work will be discussed and agreed upon before commencement.

Payment Schedule as follows:

- 1) First payment due upon signing contract \$14,000.00 - for material supplies
- 2) Second payment due when wall is in place \$14,000.00
- 3) Remaining amount due when concrete is poured and finished, \$34,025.00 at highest cost.

A 5500-pound davit could be added at a cost of \$3,500.00, not including running the electrical wire.

---

I (we) represent that I am (we are) the owner of the above-mentioned property and that legal title thereto stands to record in my (our) names. Labor and materials specified within are to be furnished by or through BVC Enterprises, Inc. Charges for any alterations or deviation from the specifications contained in this contract which are mutually agreed upon, involving extra expense, shall be added to the price and paid for in cash or shall be performed under a separate agreement to be executed by all parties hereto.

This Contract may be assigned by BVC Enterprises, Inc. in whole or in part. BVC Enterprises, Inc. authorized contractor will perform some or all of the services described in this transaction. The identity of this contractor will be made available to the customer upon request at the time this

contract is assigned to production. BVC Enterprises, Inc. is solely and completely responsible for warranties under this contract for ten years.

The contract price is payable upon completion. If the contract price is not paid within thirty (30) days of completion, I (we) hereby authorize BVC Enterprises, Inc. to file a mechanics lien against the above-mentioned property. It is understood that upon payment of this obligation in full the mechanic's lien will be satisfied and released and BVC Enterprises, Inc. will furnish a waiver of lien.

I (we) agree that if the event of my (our) cancellation at anytime after the expiration of my (our) rescission rights, BVC Enterprises, Inc. may, at its option, collect 25% of the total consideration provided for herein as liquidated damages.

Any controversy or claim arising out of or relating to this contract or breach thereof shall be resolved by arbitration in Cleveland, Ohio, in accordance with the Construction Industry Arbitration Rules as administered by the American Arbitration Association Arbitration Program, the details of which are contained in the Agreement to Arbitrate.

Customer also agrees to allow BVC Enterprises, Inc. access to the premises and job site during normal work hours. Should the customer not allow BVC Enterprises, Inc. access to the premises and job site during normal work hours so as to allow BVC Enterprises, Inc. to complete its obligation under this contract, then BVC Enterprises, Inc. disclaims any further responsibility of its obligations due under this contract. Furthermore, if a customer prevents BVC Enterprises, Inc. from completing its contract by denying BVC Enterprises, Inc. access to the premises, BVC Enterprises, Inc. cannot issue any warranty.

I (we) acknowledge that I (we) have read and understand the contents hereof and affirm that no other agreement(s), verbal or otherwise, exists. I (we) acknowledge that the contents hereof contain the entire Contract, all previous conversations and proposals have been reduced to writing and merged into this instrument. Additional terms, conditions, specification, and/or drawings on any separate sheets of paper have been read by the owner and are part of this contract. The terms and agreements herein shall be binding upon and insure to the benefit of the parties hereto, their representatives, heirs, successors, executors, administrators and assigns.

#### **CUSTOMER'S RIGHT TO CANCEL**

THE CUSTOMER MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT ON THE THIRD BUSINESS DAY AFTER THE DATE OF THE TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

#### **BVC'S RIGHT TO CANCEL**

BVC Enterprises, Inc. reserves the right to cancel this contract for a period of fifteen (15) business days from the date of this transaction. This contract is subject to approval of the BVC Enterprises, Inc. home office. If BVC Enterprises, Inc. exercises its right to cancel, it must notify Customer within fifteen (15) business days from the date of this transaction. Notice of cancellation by BVC Enterprises, Inc. may be given by notification mailed or delivered to Customer.

\_\_\_\_\_  
**Customer Signature**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**Joint Customer**

Bill / KO

\_\_\_\_\_  
**BVC Enterprises, Inc. Authorized Representative**