

PURCHASE AND SALE CONTRACT (“Contract”)

This Contract is entered into by CITY OF TOLEDO, an Ohio municipal corporation (“**Seller**”), and NORTHPOINT DEVELOPMENT, LLC, a domestic limited liability company, and/or its assigns (“**Purchaser**”).

WITNESSETH:

WHEREAS, by Ordinance No. _____ passed by Toledo City Council on _____, 2021 and signed by the Mayor on _____, 2021, the Mayor was authorized to execute and enter into this Contract.

NOW THEREFORE, in consideration of the promises and mutual covenants herein set forth, Seller and Purchaser agree to the purchase and sale of the Property (defined below), in accordance with the following terms and conditions:

1. Property. The property will be comprised of the following:

Land totaling approximately 60 acres located in Lucas County, Ohio (the “**Land**”), as more particularly described on **Exhibit “A”**, together with any and all improvements situated on the Land (the “**Improvements**”); and all right, title and interest of Seller, if any, in and to any and all appurtenances, strips or gores, roads, easements, streets, alleys, drainage facilities and rights-of-way bounding the Land excluding certain parcels or easements retained by Seller for public utility purposes, public roads and public right-of-way as previously created or dedicated by an ordinance of the City of Toledo; all utility capacity, utilities, water rights, licenses, permits, entitlements, and bonds, if any, and all other rights and benefits attributable to the Land; and all rights of ingress and egress thereto (collectively, the “**Additional Interests**”); all equipment and other personal property owned by Seller located on and exclusively used in connection with the operation of the land and improvements (collectively, the “**Personal Property**”); and all written service and maintenance contracts and other written contracts, if any, relating to the Property that have been approved by Purchaser during the Inspection Period (as defined below) (collectively, the “**Service Contracts**”); and any leases expressly approved for assumption by Purchaser during the Inspection Period that are in existence on the Closing Date and under which tenants occupy all or any portion of the Land and Improvements (“**Lease(s)**”);

The Land and other items described in the preceding paragraph together constitute the “**Property**.”

2. Project and Purchase Price. The purchase price (“**Purchase Price**”) will be \$45,000 per acre. The Purchase Price will be payable to Seller in cash or by wire transfer of good funds to the Title Company for payment to Seller at Closing. As partial consideration for this Contract, Purchaser, at its sole cost and expense, commits to construct an industrial spec building of approximately 275,000 square feet on the Land (“**Project**”) within 18 months of Closing.

3. Earnest Money.

(a) Earnest Money. Within three (3) business days after the Effective Date, Purchaser will place \$25,000 (“**Earnest Money**”) with A.R.E.A. Title Agency, Inc. (the “Escrow Agent” or “Title Company”) with a principal place of business at 3234 Executive Parkway, Suite 107, Toledo, OH 43606.

The Earnest Money will be deposited by Title Company in an interest-bearing account, with the interest credited to Purchaser and as part of the Earnest Money. The entire Earnest Money will be applied towards the Purchase Price at Closing, or will be otherwise held and disbursed as herein provided.

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4. Due Diligence Period. Purchaser will have a period of ninety (90) days to perform all due diligence it deems necessary to determine the viability of the Property for Purchaser's purposes (the "**Due Diligence Period**"). The Due Diligence Period shall commence on the Effective Date of the Contract. Purchaser may elect to terminate the Contract at any time prior to the expiration of the Due Diligence Period for any reason without recourse from Seller and receive a full refund of its Earnest Deposit.

5. Due Diligence Documents. The following documents will be delivered to Purchaser:

(a) Standard Coverage Owner's Policy of Title Insurance. Within twenty (20) days following the Effective Date, Seller will, at Seller's expense, obtain a standard coverage owner's policy of title insurance by the Title Company (the "**Title Insurance**").

(b) Survey. Within thirty (30) days following the Effective Date, Seller will, at Seller's sole cost and expense, obtain and deliver to the Title Company, a current survey of the Property (the "**Survey**"). The Survey will be certified to Seller, Purchaser and Title Company and will show the total number of acres comprising the Land.

(c) Documents. Within 7 business days after the Effective Date, Seller will deliver to Purchaser copies of all documents pertaining to the development, ownership, or operation of the Property, including but not limited to, any leases, licenses or other agreements permitting any party to possess, occupy or enter into all or any portion of the Property; all available detailed operating costs or expenses for the last two years and year to date for the current; service contracts; any existing survey of the Property; existing title commitments and/or policies; cost estimates; drawings; complete plans and specifications; soils reports; feasibility studies; environmental reports, studies, assessments, and notices; engineering studies; licenses, permits, and final certificates of occupancy relating to any buildings located on the Land; evidence of zoning for the Property; ad valorem tax notices and receipts for the last 2 years, together with the tax bill for the current year; and any correspondence with any lien claimants either still pending or lien claimants that have received a priority determination (collectively, the "**Documents**").

(d) Review of Title, Survey and Documents. Purchaser will have until 11:59 p.m., Eastern Standard Time on that date which is 90 days after Purchaser's receipt of the Title Commitment, Survey, and Documents, whichever is received later ("**Title Approval Period**"), to review and approve the matters reflected in the Title Commitment, Survey and Documents. If Purchaser determines that the Title Commitment, Survey and/or Documents reflect or disclose any defect, exception or other matter affecting the Property unacceptable to Purchaser in its sole discretion, then Purchaser will notify Seller of Purchaser's objections prior to the expiration of the Approval Period ("**Objection Notice**"). If Seller fails to cure Purchaser's objections within 45 days after Seller's receipt of the Objection Notice (the "**Seller's Cure Period**"), Purchaser may, as its sole and exclusive remedy, terminate this Contract by providing written notice of termination to Seller within 10 business days after the expiration of Seller's Cure Period, whereupon this Contract will be terminated and the Earnest Money will be refunded to Purchaser, and thereafter neither Seller nor Purchaser will have any continuing rights or obligations other than Purchaser's indemnity of Seller as provided in Section 6. If Purchaser fails to terminate this Contract within that period, Purchaser will be deemed to have approved and waived any objection to the matters contained in the Title Commitment, Survey and Documents. If the Title Company issues a supplement or amendment to the Title Commitment showing additional title exceptions (each, an "**Amended Report**"), Purchaser will have 10 days from the date of receipt of each Amended Report and a copy of each document referred to in the Amended Report in which to give written notice (each, a "**Supplemental Title Notice**") to Seller of its objection to any additional matter affecting the Property that is unacceptable to Purchaser, in Purchaser's sole discretion, shown in such Amended Report. All matters shown under Schedule B – Section II of the Title Commitment and by the Survey to which Purchaser has not objected or to which Purchaser has waived

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as provided herein will be considered to be “**Permitted Exceptions.**” Notwithstanding the foregoing, under no circumstances will Purchaser be required to object to any existing liens reflected in the Title Commitment or other matters shown on Schedule “B – Section I” thereto, all of which (except for the lien or liens for taxes not yet due and payable) will be released or satisfied by Seller at its expense prior to Closing. Further notwithstanding the foregoing, the Purchaser agrees that the private sewer easement benefiting the adjacent property to the west of the Land (“Utility Easement”) attached hereto in substantial final form as Exhibit “C” is and shall be a Permitted Exception.

6. Approval Period. Purchaser will have until 11:59 p.m., Eastern Standard Time, on that date which is 90 days after the expiration of the Due Diligence Period (the “**Approval Period**”), Purchaser shall have the opportunity to obtain any and all governmental and quasi-governmental approvals necessary for Purchaser’s intended use of the Property, to Purchaser’s sole satisfaction, including without limitation any and all zoning and subdivision approvals, wetlands mitigation, permits, and approvals, and incentive approvals in connection with the Property. Purchaser shall deposit an additional \$25,000 (the “**Additional Deposit**”) with Escrow Agent within three (3) business days following the commencement of the Approval Period. The Additional Deposit shall apply toward the Purchase Price. Seller agrees that it will cooperate with Purchaser, at no cost to Seller, in connection with Purchaser’s receipt of any and all such governmental and quasi-governmental approvals. In the event that Purchaser is unable to obtain any such approvals it requires in its sole discretion prior to the expiration of the Approval Period, Purchaser shall have the right to terminate the Contract and receive a full refund of the Earnest Deposit and the Additional Deposit. If Purchaser does not terminate the Contract prior to the expiration of the Approval Period, Purchaser shall be deemed to have waived its right to terminate the Contract.

Purchaser and its duly authorized agents or representatives may enter upon the Property at all reasonable times during the term of the Contract to conduct engineering, environmental, and geotechnical studies, or any other inspections or tests. Seller will cooperate with Purchaser to provide access to tenant spaces to the extent permitted under the applicable leases; provided, however, that Purchaser and its representatives will not approach or otherwise communicate with any tenant except in casual conversation during the course of its due diligence and feasibility review where a representative of Seller is present, and will not in any event disclose to any tenant that Purchaser (or any other person or entity) is contemplating a purchase and/or development of the Property. Purchaser will indemnify and hold Seller harmless from and against any and all losses or costs incurred by Seller due to any injuries to persons or damage to the Land or Improvements resulting from such studies, inspections and/or tests, and if Purchaser fails to close its acquisition of the Property pursuant to this Contract, Purchaser will repair any damage to the Land or Improvements caused by Purchaser, its agents or representatives.

7. Representations, Affirmations and Covenants of Seller. Seller represents and affirms to Purchaser that Seller presently has and will have at Closing record title to the Property, and that, at Closing, such title will be free and clear of all liens, encumbrances, covenants, restrictions, rights-of-way, easements, leases and other matters affecting title, except for the Permitted Exceptions. Seller further represents and affirms to Purchaser that the Property will be transferred to Purchaser free and clear of any management, service or other contractual obligations, other than those disclosed to and approved in writing by Purchaser.

Seller further covenants and agrees with Purchaser that, from the Effective Date until Closing, Seller will not sell, assign or convey any right, title or interest whatsoever in or to the Property, or create or permit to exist any lien, security interest, easement, encumbrance, charge or condition affecting the Property (other than the Permitted Exceptions) without promptly discharging the same prior to Closing.

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Seller hereby further represents, affirms and covenants to Purchaser as follows:

(a) No Actions. There are no actions, suits or proceedings pending or, to the best of Seller's knowledge, threatened against Seller or otherwise affecting any portion of the Property, at law or in equity, or before or by any federal, state, municipal or other governmental court, department, commission, board, bureau, agency or instrumentality, domestic or foreign. Until the Closing Date or sooner termination of this Contract, Seller will not seek any zoning changes for the Property without the prior approval of Purchaser.

(b) Authority. The execution by Seller of this Contract and the consummation by Seller of the sale contemplated hereby have been duly authorized, and do not, and, at the Closing Date, will not, result in a breach of any of the terms or conditions of, or constitute a default under any indenture, agreement, instrument or obligation to which Seller is a party or by which any portion of the Property is bound. No consent of any lender or any other party is required for Seller to enter into this Contract.

(c) Continued Maintenance. From the Effective Date through the Closing Date, Seller will: (i) continue to maintain the Property in its present condition and to perform all of its obligations under any leases; (ii) not make any alterations or improvements to the Property or on the Land, nor demolish any of the Property, without the prior approval of Purchaser, and (iii) maintain its existing insurance policies for the Property.

(d) Leases. From the Effective Date through the Closing Date, Seller will not enter into any lease, occupancy agreement, license or other agreements or rights with respect to the use or occupancy of any portion of the Property without Purchaser's prior written consent, and, except for the leases set forth on Exhibit "B", no leases affect the Property as of the Effective Date and except for the Lease(s) none will affect the Property at Closing.

(e) No Agreements. From the Effective Date through the Closing Date, Seller will not enter into or amend any oral or written agreements affecting the Property which might become binding on Purchaser or the Property at or after Closing without Purchaser's written consent.

(f) Compliance with Laws. The Property complies with all applicable laws and ordinances, and the present maintenance, operation and use of the Property does not violate any environmental, zoning, subdivision, building or similar law, ordinance, code, regulation or governmental permit affecting the Property. There are no unsatisfied requests for repairs, restorations or improvements from any person, entity or authority, including any tenant, lender, insurance carrier or government authority.

(g) Environmental. The below representations are made to the best of Seller's knowledge.

(1) During the period that Seller has owned the Property, there has been no storage, production, transportation, disposal, treatment or release of any solid waste, hazardous waste, toxic substance, or any other pollutants or contaminants (collectively, "**Pollutants**") on or in the Property. Seller has complied with all applicable local, state or federal environmental laws and regulations. Seller has no knowledge of wells, underground storage tanks, covered surface impoundments or other sources of environmental Pollutants or contaminants on the Property. In addition to the obligations set forth in Section 13, Seller will hold Purchaser harmless from any claims, damages, and liability of every kind arising from Seller's pollution of the Property or Seller's failure to comply with local, state or federal environmental laws and regulations.

(2) Seller has no knowledge of any Pollutants on or in neighboring properties which, through soil or groundwater migration that could have moved to the Property.

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(h) Condemnation. There is no pending or threatened condemnation or similar proceedings affecting the Property.

(i) OFAC Compliance. It has not been and will not be a person or entity described by Sec. 1 of the Executive Order (No. 13,224) Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, 66 Fed. Reg. 49,079 (Sept. 24, 2001) and has not been and will be a person or entity with whom a citizen of the United States is prohibited from engaging in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or executive order of the President of the United States, and to its knowledge, has not and will not engage in any dealings or transactions, at any time otherwise associate, with any such persons or entities.

(j) Condition of Property. Except as indicated in the Property Assessment referenced in paragraph (1) above, Seller has no knowledge of any material physical, structural, or mechanical defects in any part of the Property.

(k) Utilities. The Property is served by water, storm and sanitary sewer, gas, electricity, and telephone. To Seller's actual knowledge, all such utilities are located within the boundaries of the Property or within lands dedicated to public use or within recorded easements for the same.

(l) Personal Property. There is no material personal property owned by Seller and used or associated with the Land.

(m) Documents. To the best knowledge of Seller, the Documents are true, correct and complete in all material respects (and without limitation, Seller has delivered to Purchaser, true, correct and complete copies of each lease and agreement affecting the property and all other material information respecting the Property within its possession or control). Without limitation thereon, to the best knowledge of Seller, any operating statements to be delivered as part of the Documents are full, true, correct and complete in all material respects and have been prepared in accordance with standard accounting practices, consistently applied, and no material adverse change has occurred since the respective dates thereof.

(n) Service Contracts. (i) True and complete copies of the Service Contracts have been delivered to Purchaser, (ii) the Service Contracts are free from default by either party, and (iii) there will be no contracts for services binding upon Purchaser or the Property following Closing except only the Service Contracts expressly approved and assumed by Purchaser pursuant to this Contract.

(o) Leases. (i) True and correct copy of all leases and all related documents has been delivered to Purchaser, (ii) the leases are in full force and effect, are unmodified (including by any waiver), and are enforceable according to their terms, (iii) none of tenants have any defense to enforcement under its lease nor any claim against Seller, (iv) neither party to a lease is in default under the same, nor has any act, event, or omission occurred which, with notice and/or the passage of time, would constitute such a default; (v) there are and will be no commission payable with respect to renewals, extensions or expansions of or under any leases; (vi) no tenant has any option to purchase the Property; and (vii) there will be no leases binding upon Purchaser or the Property following Closing except only the Lease(s).

(p) Reserved.

(q) Untrue Statement. None of the representations, or covenants made by Seller under this Contract contains any untrue statements of material fact or omits a material fact necessary in order to make the statements not misleading.

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All of the representations contained in this Section are made by Seller both as of the Effective Date and as of the Closing Date, and will survive Closing for a period of 12 months thereafter.

8. Purchaser's Closing Conditions: Purchaser's purchase of the Property is subject to satisfaction of the following conditions prior to Closing (collectively, the "**Purchaser's Closing Conditions**"):

(a) Representations. All representations of Seller contained herein will be true, accurate and complete in all material respects at the time of Closing as if made again at such time.

(b) Seller Obligations. Seller will have performed all obligations to be performed by each hereunder on or before Closing (or, if earlier, on or before the date set forth in this Contract for such performance).

(c) Condition of Property. At Closing, title to the Property will be in the condition required by this Contract and the Title Company will deliver the Title Policy, or Title Company's irrevocable commitment to issue the Title Policy, to Purchaser.

(d) Suits or Proceedings. No action, suit or proceeding will be pending or threatened before any court, administrative agency or arbitrator wherein an unfavorable injunction, order, decree, ruling or charge would: (i) prevent consummation of this Contract; (ii) cause this Contract to be rescinded following consummation; or (iii) adversely affect the right of Purchaser after the Closing Date to own and control the Property.

Seller will join with Purchaser in executing, as needed, any applications, plats, or related documents necessary to satisfy the Closing Conditions set forth in this Section, including without limitation, requests for zoning changes or other matters related to Purchaser's use of the Property; provided, however, that Purchaser will pay all fees and expenses incurred by Purchaser in attempting to satisfy said Closing Conditions.

9. Closing. The closing ("**Closing**") will take place at the offices of the Title Company on a date ("**Closing Date**") selected by Purchaser which is on or before 30 days after the expiration of the Approval Period (as the same may be extended), unless Purchaser terminates this Contract prior to such date in accordance with this Contract. Purchaser will notify Seller at least 5 business days in advance of the exact Closing Date, which Closing Date may occur prior to the expiration of the Approval Period at Purchaser's election; if no such notice is given, then the Closing Date will be on the date which is the 30th day following the expiration of the Approval Period. Seller will deliver the Deed (defined below) and any other documents necessary for Closing to the Title Company's Toledo office.

10. Seller's Obligations at Closing. At the Closing, Seller will furnish or deliver to Purchaser, at Seller's expense, the following:

(a) Deed. A quit claim deed covering the Property (the "**Deed**"), duly signed and acknowledged by Seller, which Deed will be in form acceptable to Purchaser, and will convey to Purchaser, its designee and/or its assigns good and indefeasible fee simple title to the Property free and clear of all liens, rights-of-way, easements, leases, and other matters affecting title to the Property, except for the Permitted Exceptions.

(b) Standard Coverage Owner's Policy of Title Insurance. A Standard Coverage Owner's Policy of Title Insurance issued by the Title Company, for good and marketable fee simple title to the Property in the Purchaser, in the amount of the Purchase Price, subject only to the Permitted Exceptions and the standard printed exceptions.

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(c) Non-Foreign Affidavit. A non-withholding statement that will satisfy the requirements of Section 1445 of the Internal Revenue Code so that Purchaser is not required to withhold any portion of the purchase price for payment to the Internal Revenue Service.

(d) Evidence of Authority. Such documents as may be reasonably required by Purchaser or the Title Company evidencing the status and capacity of Seller and the authority of the person or persons who are executing the various documents on behalf of Seller in connection with the sale of the Property.

(e) Assignment of Additional Interests. An assignment of the Additional Interests in a form acceptable to Purchaser, free and clear of all liens, encumbrances, easements and other matters other than the Permitted Exceptions.

(f) Assignment and Assumption Agreement. Assignment and Assumption Agreement covering any of the Lease(s), and any Service Contracts approved by Purchaser in a form acceptable to Purchaser, free and clear of all liens, encumbrances, easements and other matters other than the Permitted Exceptions, duly signed by Seller (the "Assignment and Assumption Agreement");

(g) Reserved.

(h) Reserved.

(i) Originals of all of the Lease(s) and Service Contracts;

(j) All prepaid rents, security deposits and other refundable or nonrefundable deposits and fees under the Lease(s) that are in existence on the Closing Date; and

(k) Other Documents. Such other documents as the Title Company may reasonably require to consummate this transaction.

11. Purchaser's Obligations at Closing. At the Closing, Purchaser will deliver to Seller, at Purchaser's expense, the following:

(a) Purchase Price. The Purchase Price.

(b) Evidence of Authority. Such documents as may be reasonably required by Seller or the Title Company evidencing the status and capacity of Purchaser and the authority of the person or persons who are executing the various documents on behalf of Purchaser in connection with the purchase of the Property.

(c) Assignment and Assumption Agreement. A counterpart of the Assignment and Assumption Agreement;

(d) Reserved.

(e) Reserved.

(f) Other Documents. Such other documents as the Title Company may reasonably require to consummate this transaction.

12. Costs and Adjustments.

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(a) Taxes and Closing Costs. All ad valorem taxes levied or assessed against the Property by applicable taxing authorities will be prorated between Purchaser and Seller on the basis of the latest available tax assessments. The apportionment of taxes will be upon the basis of (i) the tax rate for the current year of Closing (or the preceding year if the current year's statements are not available) applied to the latest assessed valuation, and (ii) if the Land is assessed as a part of a larger tax parcel, then taxes will be prorated based on the Land's percentage of the total land area included in the tax parcel; and adjustments in the prorations will be made if necessary upon receipt of the tax statements for the year of Closing, and both parties agree that payment of the amount of such adjustments will be made within 30 days of receipt of such tax statements for the year of Closing. If the Land is assessed as a part of a larger tax parcel, Seller will pay at Closing, or deposit in escrow with the Title Company, the prorata share of the taxes attributable to that portion of the tax parcel not constituting a part of the Land. Notwithstanding the foregoing, Seller will be responsible for any and all rollback taxes and other taxes assessed from and after Closing which are attributable to the period prior to Closing due to a change in land use, ownership or otherwise. If rollback taxes will be assessed, Seller will pay or escrow with the Title Company an amount determined by the Title Company to be sufficient for payment in full of the rollback taxes assuming a change in use at Closing. Seller and Purchaser will each be responsible for the fees and expenses of their respective attorneys. Seller will pay for the costs of (i) the cost of releasing all liens, judgements, and other encumbrances that are to be released and of recording such releases; (ii) one-half of the fees and costs due Escrow Agent for its services; (iii) one-half of the transfer tax associated with the sale of the Property, if any; (iv) the cost of a standard coverage owner's policy of title insurance; (v) the cost of the survey obtained by Purchaser; and (vi) one-half of closing costs. Purchaser will pay for the cost of (i) one-half of the fees and costs due Escrow Agent for its services; (ii) the incremental cost, if any, for extended coverage to the owner's policy of title insurance; (iii) one-half of the transfer tax associated with the sale of the Property, if any; (iv) the cost of all endorsements to such owner's policy of title insurance requested by Purchaser; and (v) one-half of closing cost. Any other expenses, charges and fees of Closing not otherwise specifically allocated herein or incurred by a specific party, will be borne by the parties in accordance with the general custom and practice in Lucas County, Ohio, or if no such custom or practice exists, they will be borne equally between the parties, or as otherwise agreed to by the parties. Purchaser and Seller agree to pay for their own legal fees except as otherwise provided herein.

(b) Other Income and Expenses. All other income and ordinary operating expenses for or pertaining to the Property, including, but not limited to, rentals, public utility charges, maintenance and service charges and all other normal operating charges of the Property will be prorated as of the Closing Date; provided that Purchaser will not be obligated for payments under any management, service or other contractual agreements affecting the Property and the same will be terminated prior to Closing unless Purchaser expressly elects to assume the same. Prepaid rentals and security deposits will be credited against the Purchase Price. Any delinquent rental amounts due to Seller as of the Closing Date will not be prorated at Closing but only after receipt by Purchaser and then only those delinquent rentals are will first be applied to reasonable collection costs of Purchaser and then to the most recently accrued obligations of such tenant.

If any adjustments pursuant to this Section are determined to be erroneous, then the party who is entitled to additional monies will invoice the other party for such additional amounts as may be owing, and such amounts will be paid within 20 days from the receipt of any such invoice; provided that no amounts may be so billed following the expiration of 1 year after the Closing Date, and either party may dispute any such claim.

Seller agrees to hold Purchaser harmless of and from any and all liabilities, claims, demands and expenses, of any kind or nature arising or attributable to the period prior to the Closing Date and which are in any way related to the ownership, maintenance or operation of the Property, and all expenses related thereto.

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Purchaser agrees to hold Seller harmless of and from any and all liabilities, claims, demands and expenses, of any kind or nature, arising or attributable to the period on or subsequent to the Closing Date and which are in any way related to the ownership, maintenance or operation of the Property.

13. Destruction/Condemnation of Property. If all or any portion of the Property is damaged or destroyed by any casualty or is the subject of a taking or condemnation under eminent domain law after the Effective Date but prior to the Closing Date, Seller will have no obligation to repair or replace any damage or destruction caused by the foregoing, but the following will apply at the Closing: (1) in the event of a casualty, Seller will assign the insurance proceeds to Purchaser; and (2) in the event of a casualty, taking, or condemnation, Seller will assign to Purchaser its rights to any condemnation proceeds resulting from such taking. Notwithstanding the foregoing, if such casualty, condemnation, or taking is a “Material Event” (as defined below), then Purchaser may elect to terminate this Contract by written notice to Seller given on or before the Closing Date, and upon such termination, any Earnest Money will be returned to Purchaser and the parties will have no further liability or obligation hereunder. As used in this Section, a “**Material Event**” means either of the following: (a) a casualty resulting in damage or destruction to the Property, if the cost to restore the Property to its condition immediately prior to such casualty is reasonably estimated to exceed \$100,000.00; or (b) a casualty, taking or condemnation which would impede access to the Property, reduce available parking below that required by laws or any applicable agreements affecting the Property, or otherwise impede Purchaser’s planned use of the Property.

14. Notices. All notices, demands or other communications of any type given by the Seller to the Purchaser, or by the Purchaser to the Seller, whether required by this Contract or in any way related to the transaction contracted for herein, will be void and of no effect unless given in accordance with this Section. All notices will be in writing and delivered to the person to whom the notice is directed, either in person, by overnight delivery service, electronic mail with confirmed receipt, or by mail as a registered or certified item, return receipt requested. Notices delivered by mail will be deemed given upon the date when deposited in a post office or other depository under the care or custody of the United States Postal Service, enclosed in a wrapper with proper postage affixed, and notices delivered by other means will be effective when received by the party to whom the same is addressed, and such notices will be addressed as follows:

Seller: City of Toledo, an Ohio municipal corporation
Attention: Commissioner of Economic Development
One Government Center, Suite 2250
Toledo, OH 43604
Telephone: (419) 245-1692
Email: Brandon.Sehlhorst@toledo.oh.gov

With copy to:
Attention: Paul Syring, General Counsel
Law Department
One Government Center, Suite 2200
Toledo, OH 43604
Telephone: (419) 245 - 1025
Email: Paul.Syring@toledo.oh.gov

Purchaser: NorthPoint Development, LLC
Attention: Tim Conder, Vice President, Acquisitions
4825 Northwest 41st Street, Suite 500
Riverside, MO 64150
Telephone: (313) 319-4641

Email: tconder@northpointkc.com

With a copy to:
Attention: Scott Seitter
Levy Craig Law Firm
4520 Main Street, Suite 1600
Kansas City, MO 64111
Telephone: (816) 460-1821
Email: sseitter@levycraig.com

15. Remedies. If Seller fails to timely comply with all conditions, covenants and obligations hereunder, or if any of the representations of Seller contained herein are untrue, such failure or misrepresentation will be an event of default by Seller and Purchaser may (i) terminate this Contract by providing written notice of such termination to Seller, whereupon this Contract will be terminated, the Earnest Money will be refunded to Purchaser, and thereafter neither Seller nor Purchaser will have any continuing rights or obligations other than Purchaser's indemnity of Seller as provided in Section 5 and/or (ii) exercise any rights or remedies as may be available to Purchaser at law or in equity, including but not limited to enforcing specific performance of this Contract. Notwithstanding anything to the contrary contained herein, an event of default by the Seller will not be deemed to have occurred unless and until Seller has failed to cure within 45 days of receipt of notice from Purchaser of such default.

If Purchaser fails to close the transaction contemplated hereunder, except due to a default by Seller, such failure will be an event of default by Purchaser (“**Purchaser Default**”) and Seller, as its sole and exclusive remedy, may terminate this Contract and receive from the Title Company the Earnest Money deposited with the Title Company as liquidated damages. Notwithstanding anything to the contrary contained herein, a Purchaser Default will not be deemed to have occurred unless and until Purchaser has failed to cure within 10 days of receipt of notice from Seller of such default. The Earnest Money is agreed upon by and between the Seller and Purchaser as liquidated damages due to the difficulty and inconvenience of ascertaining and measuring actual damages, and the uncertainty thereof, and no other damages, rights or remedies will in any case be collectible, enforceable or available to the Seller against Purchaser, and the Seller will accept the Earnest Money as the Seller's total damages and relief, Seller hereby waiving any other rights or remedies to which it may otherwise be entitled. The foregoing limitations will not apply to Purchaser's indemnities pursuant to Section 5.

16. Miscellaneous.

(a) Interpretation and Applicable Law. This Contract will be construed and interpreted in accordance with the laws of the state where the property is located and the jurisdiction and venue with respect to any disputes arising hereunder will be proper only in the city or county in which the Property is located. Where required for proper interpretation, words in the singular will include the plural; the masculine gender will include the neuter and the feminine, and vice versa. The terms “successors and assigns” will include the heirs, administrators, executors, successors and permitted assigns, as applicable, of any party hereto. Time is of the essence in this Contract in all respects.

(b) Amendment. This Contract may not be modified or amended, except by an agreement in writing signed by the Seller and the Purchaser. Each party may waive any of the Contract's conditions or obligations of the other party, but any such waiver will be effective only if in writing and signed by the party waiving such conditions and obligations.

(c) Reserved.

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(d) Descriptive Headings. The descriptive headings of the several sections contained in this Contract are inserted for convenience only and will not control or affect the meaning or construction of any of the terms hereof.

(e) Entire Agreement. This Contract (and the items to be furnished in accordance herewith) constitute the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith. No representation, warranty, covenant, agreement or condition not expressed in this Contract will be binding upon the parties hereto or will affect or be effective to interpret, change or restrict this Contract.

(f) Multiple Originals and Counterparts; Electronic Documents. This Contract may be executed in any number of copies and counterparts, each of which will be deemed an original and all of which counterparts together will constitute one agreement with the same effect as if the parties had signed the same signature page. This Contract and related documents may be executed by electronic copy, including DocuSign, unless otherwise specifically provided for herein or if an original is required by local custom or law.

(g) Real Estate Commission. Each party represents, covenants and warrants to the other that (a) it has not dealt with, engaged or consulted with any broker, salesperson, consultant or other finder in connection with the purchase and sale of the Property or this transaction; and (b) no person or entity is in any way entitled to compensation as a consequence of this transaction. Seller and Purchaser hold harmless the other from and against any and all claims, loss, liability, cost and expenses (including reasonable attorneys' fees) resulting from any claim that may be made for any commission, fee or other compensation by reason of this transaction if the same shall arise by or on account of any act of the party making such representation, covenant and warranty. The indemnification obligations in this paragraph shall survive the Closing or the earlier termination of this Contract.

(h) Reserved.

(i) Exclusivity. Between the Effective Date and the Closing Date (or earlier termination of this Contract as provided herein), Seller will not negotiate, or enter into, any agreement pertaining to the sale, exchange, lease or transfer of all or any portion of the Property to any person or entity other than Purchaser or its assigns.

(j) Assignment. Purchaser may assign this Contract only upon written consent of Seller, which consent, will not be unreasonably withheld; provided, however, Purchaser may assign the Contract to any affiliate without prior approval of Seller upon at least ten (10) days' advance written notice to Seller.

(k) Effective Date. All references in this Contract to the "**Effective Date**" will mean the date upon which the Seller signs this Contract as set forth below.

(l) Legal Holidays. Notwithstanding anything herein to the contrary, if the final date of any period, any date of performance or any deadline date which is set forth in this Contract falls on a Saturday, Sunday or federal legal holiday, then such date will be extended to the next following date which is not a Saturday, Sunday or federal legal holiday.

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(m) Binding Effect. This Contract will be binding upon and will inure to the benefit of the parties hereto and their successors and assigns.

(n) Waiver of Consequential Damages. Notwithstanding any provision in this Contract to the contrary, neither party will be liable to the other party for consequential damages, such as lost profits or interruption of the other party's business.

(o) Waiver of Jury Trial. TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, EACH OF SELLER AND PURCHASER WAIVE ANY RIGHT TO TRIAL BY JURY OR TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, BETWEEN SELLER AND PURCHASER ARISING OUT OF THIS CONTRACT OR ANY OTHER INSTRUMENT, DOCUMENT, OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS RELATED HERETO.

(p) Anti-Corruption. Seller will not knowingly permit anyone to pay bribes to anyone for any reason, whether in dealings with governments or the private sector, or otherwise violate any applicable anti-corruption laws in performing under this Contract. Seller will maintain true, accurate and complete books and records concerning any payments made to another party by Seller under this Contract, including on behalf of Purchaser. Purchaser and its designated representative may inspect Seller's books and records to verify such payments and for compliance with this Section.

[Signature Page to Follow]

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EXECUTED to be effective as of the Effective Date.

SELLER:

CITY OF TOLEDO,
An Ohio municipal corporation

By: _____
Name: Wade Kapszukiewicz
Title: Mayor
Date Signed: _____

PURCHASER:

NORTHPOINT DEVELOPMENT, LLC
an Missouri limited liability company

By: _____
Name: Nathaniel Hagedorn
Title: Manager
Date Signed: 11-2-21

Approved as to content:

Department of Economic Development

Approved as to form:

Department of Law

EXHIBIT "A"
LEGAL DESCRIPTION

Parcel I

A parcel of land being part of Lot A in New Towne Square as Recorded in Volume 79, Pages 51-55, Lucas County Plat Records, in the City of Toledo, Lucas County, Ohio, said parcel of land being bounded and described as follows:

Commencing at the intersection of the centerline of Teletowne Drive with the centerline of Mel Simon Drive, said point of intersection being marked with a found iron bolt in concrete;

thence in an easterly direction along the centerline of Mel Simon Drive, having a bearing of South eighty-four (84) degrees, twenty-five (25) minutes, fourteen (14) seconds East, a distance of seven hundred thirty-one and fifty hundredths (731.50) feet to a point;

thence South zero (00) degrees, thirty-five (35) minutes, forty-nine (49) seconds East along a line drawn parallel with the centerline of Teletowne Drive, a distance of fifty and twenty-nine hundredths (50.29) feet to the intersection of the South Right-of-Way line of Mel Simon Drive, said point of intersection being marked with a set capped iron rebar, said point of intersection also being the Point of Beginning;

thence South eighty-four (84) degrees, twenty-five (25) minutes, fourteen (14) seconds East along the South Right-of-Way line of Mel Simon Drive, a distance of one thousand six hundred fifty-eight and twenty-two hundredths (1,658.22) feet to a point of curve, said point of curve being marked with a set capped iron rebar;

thence along the South Right-of-Way line of Mel Simon Drive, along an arc of curve to the right, an arc length of five hundred sixty and seventeen hundredths (560.17) feet to the intersection of the North line of a parcel of land as described in parcel 1 Official Record 20111230-0055314, Lucas County Deed Records, said arc of curve having a radius of three hundred thirty and zero hundredths (330.00) feet, a central angle of ninety-seven (97) degrees, fifteen (15) minutes, thirty (30) seconds, a chord bearing of South thirty-five (35) degrees, forty-seven (47) minutes, twenty-nine (29) seconds East, and a chord length of four hundred ninety-five and thirty hundredths (495.30) feet, said point of intersection being marked with a set capped iron rebar;

thence South eighty-nine (89) degrees, twenty-four (24) minutes, eleven (11) seconds West along the North line of a parcel of land as described in parcel 1 Official Record 20111230-0055314, Lucas County Deed Records, a distance of two hundred eighty-five and fifty-nine hundredths (285.59) feet to a point, said point being marked with set capped iron rebar;

thence along the North line of a parcel of land as described in parcel 1 Official Record 20111230-0055314, Lucas County Deed Records, along a non-tangent arc of curve to the left, an arc length of fifty-nine and thirty-nine hundredths (59.39) feet to the point, said arc of curve having a radius of four hundred fifty and zero hundredths (450.00) feet, a central angle of seven degrees, thirty-three (33) minutes, forty-three (43) seconds, a chord bearing of North twenty-nine (29) degrees, twenty-four (24) minutes, forty-five (45) seconds West, and a chord length of fifty-nine and thirty-five hundredths (59.35) feet, said point being marked with a set capped iron rebar;
thence South eighty-nine (89) degrees, twenty-four (24) minutes, eleven (11) seconds West along the North line of a parcel of land as described in parcel 1 Official Record 20111230-0055314, Lucas County Deed Records, a distance of five hundred ninety-four and nineteen hundredths (594.19) feet

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to the intersection of the West line of a parcel of land as described in parcel 1 Official Record 20111230-0055314, Lucas County Deed Records;

thence South zero (00) degrees, thirty-five (35) minutes, forty-nine (49) seconds East along the West line of a parcel of land as described in parcel 1 Official Record 20111230-0055314, Lucas County Deed Records, a distance of one hundred thirty-six and eighty-four hundredths (136.84) feet to a point;

thence North eighty-nine (89) degrees, twenty-four (24) minutes, eleven (11) seconds East along the West line of a parcel of land as described in parcel 1 Official Record 20111230-0055314, Lucas County Deed Records, a distance of nine and fifty hundredths (9.50) feet to a point;

thence South zero (00) degrees, thirty-five (35) minutes, forty-nine (49) seconds East along West line of a parcel of land as described in parcel 1 Official Record 20111230-0055314, Lucas County Deed Records, a distance of three hundred twenty-two and eighty-four hundredths (322.84) feet to a point;

thence South eighty-nine (89) degrees, twenty-four (24) minutes, eleven (11) seconds West along West line of a parcel of land as described in parcel 1 Official Record 20111230-0055314, Lucas County Deed Records, a distance of forty-one and fifty hundredths (41.50) feet to a point;

thence South zero (00) degrees, thirty-five (35) minutes, forty-nine (49) seconds East along West line of a parcel of land as described in parcel 1 Official Record 20111230-0055314, Lucas County Deed Records, a distance of four hundred twenty and thirty-two hundredths (420.32) feet to the North line of a parcel of land as described in parcel 2 Official Record 20111230- 0055311, Lucas County Deed Records, said point of intersection being marked with a set capped iron rebar;

thence South eighty-eight (88) degrees, fifty-one (51) minutes, one (01) second West along the North line of a parcel of land as described in parcel 2 Official Record 20111230-0055311, Lucas County Deed Records, a distance of one hundred forty-four and eighty-four hundredths (144.84) feet to the intersection of the West line of a parcel of land as described in parcel 2 Official Record 20111230-0055311, Lucas County Deed Records, said point of intersection being marked with a set MAG nail;

thence South one (01) degree, eight (08) minutes, fifty-nine (59) seconds East along the West line of a parcel of land as described in parcel 2 Official Record 20111230-0055311, Lucas County Deed Records, a distance of one hundred fourteen and ninety-five hundredths (114.95) feet to the intersection of North Right-of-Way line of New Towne Square Drive, said point being marked with a set capped iron rebar;

thence South eighty-eight (88) degrees, fifty (50) minutes, fifty-four (54) seconds West along North Right-of-Way line of New Towne Square Drive, said point being marked with a set capped iron rebar, a distance of twenty-seven and zero hundredths (27.00) feet to the intersection of the northerly line of a parcel of land as described in parcel 1 Official Record 20111230- 0055311, Lucas County Deed Records, said point of intersection being marked with a set MAG nail;

The following twenty-four (24) courses follow on and along the northerly line of a parcel of land as described in parcel 1 Official Record 20111230-0055311, Lucas County Deed Records:

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1. thence North one (01) degree, eight (08) minutes, fifty-nine (59) seconds West along a line, a distance of one hundred fifty and ninety-five hundredths (150.95) feet to a point;
2. thence North eighty-eight (88) degrees, fifty-one (51) minutes, one (01) second East along a line, a distance of one hundred sixteen and zero hundredths (116.00) feet to a point;
3. thence North zero (00) degrees, thirty-five (35) minutes, forty-nine (49) seconds West along a line, a distance of ninety-four and zero hundredths (94.00) feet to a point;
4. thence North forty-five (45) degrees, thirty-five (35) minutes, forty-nine (49) seconds West along a line, a distance of one hundred thirty-two and zero hundredths (132.00) feet to a point;
5. thence North forty-four (44) degrees, twenty-four (24) minutes, eleven (11) seconds East along a line, a distance of twenty and zero hundredths (20.00) feet to a point;
6. thence North forty-five (45) degrees, thirty-five (35) minutes, forty-nine (49) seconds West along a line, a distance of three hundred twenty and ninety-eight hundredths (320.98) feet to a point;
7. thence South eighty-nine (89) degrees, twenty-four (24) minutes, eleven (11) seconds West along a line, a distance of twenty-six and ninety hundredths (26.90) feet to a point;
8. thence North forty-five (45) degrees, thirty-five (35) minutes, forty-nine (49) seconds West along a line, a distance of thirty and twenty-nine hundredths (30.29) feet to a point;
9. thence South eighty-nine (89) degrees, twenty-four (24) minutes, eleven (11) seconds West along a line, a distance of one hundred twenty-eight and sixty-six hundredths (128.66) feet to a point;
10. thence North zero (00) degrees, thirty-five (35) minutes, forty-nine (49) seconds West along a line, a distance of thirty-nine and forty-two hundredths (39.42) feet to a point;
11. thence South eighty-nine (89) degrees, twenty-four (24) minutes, eleven (11) seconds West along a line, a distance of twenty-eight and zero hundredths (28.00) feet to a point;
12. thence North zero (00) degrees, thirty-five (35) minutes, forty-nine (49) seconds West along a line, a distance of eighty-four and zero hundredths (84.00) feet to a point;

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13. thence South eighty-nine (89) degrees, twenty-four (24) minutes, eleven (11) seconds West along a line, a distance of sixty-three and ninety-two hundredths (63.92) feet to a point;
14. thence North zero (00) degrees, thirty-five (35) minutes, forty-nine (49) seconds West along a line, a distance of forty and zero hundredths (40.00) feet to a point;
15. thence South eighty-nine (89) degrees, twenty-four (24) minutes, eleven (11) seconds West along a line, a distance of seventy and zero hundredths (70.00) feet to a point;
16. thence South zero (00) degrees, thirty-five (35) minutes, forty-nine (49) seconds East along a line, a distance of forty and zero hundredths (40.00) feet to a point;
17. thence South eighty-nine (89) degrees, twenty-four (24) minutes, eleven (11) seconds West along a line, a distance of sixty-three and ninety-two hundredths (63.92) feet to a point;
18. thence South zero (00) degrees, thirty-five (35) minutes, forty-nine (49) seconds East along a line, a distance of seventy-one (71.00) feet to a point;
19. thence South eighty-nine (89) degrees, twenty-four (24) minutes, eleven (11) seconds West along a line, a distance of twenty-eight and zero hundredths (28.00) feet to a point;
20. thence South zero (00) degrees, thirty-five (35) minutes, forty-nine (49) seconds East along a line, a distance of twenty-one and forty-two hundredths (21.42) feet to a point;
21. thence South eighty-nine (89) degrees, twenty-four (24) minutes, eleven (11) seconds West along a line, a distance of one hundred fifty-one and eighty-three hundredths (151.83) feet to a point;
22. thence South zero (00) degrees, thirty-five (35) minutes, forty-nine (49) seconds East along a line, a distance of forty-seven and seventeen hundredths (47.17) feet to a point;
23. thence South eighty-nine (89) degrees, twenty-four (24) minutes, twelve (12) seconds West along a line, a distance of seven and sixty-nine hundredths (7.69) feet to a point;
24. thence South twenty (20) degrees, sixteen (16) minutes, forty-two (42) seconds West along a line, a distance of one hundred fifteen and two hundredths (115.02) feet to a point, said point being marked with a set capped iron rebar;

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thence North zero (00) degrees, thirty-five (35) minutes, forty-nine (49) seconds West along a line drawn parallel with the centerline of Teletowne Drive, a distance of one thousand forty-nine and forty-seven hundredths (1,049.47) feet to **the Point of Beginning**.

said parcel of land containing an area of 1,295,179 square feet or, 29.733 acres of land, more or less. All within Tax Parcel Number 22-43594.

Subject to legal highways.

The above described parcel of land is subject to any and all leases, easements and restrictions of record.

The bearings used hereon are based on the State Plane Coordinate System OF OHIO NORTH ZONE and are for the express purpose of calculating angular measurement.

Parcel II

A parcel of land being part of Lot A in New Towne Square as Recorded in Volume 79, Pages 51-55, Lucas County Plat Records, in the City of Toledo, Lucas County, Ohio, said parcel of land being bounded and described as follows:

Commencing at the intersection of the centerline of Teletowne Drive with the centerline of Mel Simon Drive, said point of intersection being marked with a found iron bolt in concrete;

thence in an easterly direction along the centerline of Mel Simon Drive, having a bearing of South eighty-four (84) degrees, twenty-five (25) minutes, fourteen (14) seconds East, a distance of seven hundred thirty-one and fifty hundredths (731.50) feet to a point;

thence South zero (00) degrees, thirty-five (35) minutes, forty-nine (49) seconds East along a line drawn parallel with the centerline of Teletowne Drive, a distance of one thousand ninety-nine and seventy-six hundredths (1,099.76) feet to the intersection of the southerly line of a parcel of land as described in parcel 2 Official Record 20111230-0055314, Lucas County Deed Records, said point of intersection also being **the Point of Beginning**, said point of intersection being marked with a set capped iron rebar;

The following twenty-four (24) courses follow on and along the southerly line of a parcel of land as described in parcel 2 Official Record 20111230-0055314, Lucas County Deed Records:

1. thence North twenty (20) degrees, sixteen (16) minutes, forty-two (42) seconds East, a distance of one hundred fifteen and two hundredths (115.02) feet to a point;
2. thence North eighty-nine (89) degrees, twenty-four (24) minutes, twelve (12) seconds East, a distance of seven and sixty-nine hundredths (7.69) feet to a point;
3. thence North zero (00) degrees, thirty-five (35) minutes, forty-nine (49) seconds West, a distance of forty-seven and seventeen hundredths (47.17) feet to a point;
4. thence North eighty-nine (89) degrees, twenty-four (24) minutes, eleven (11) seconds East, a distance of one hundred fifty-one and eighty-three hundredths (151.83) feet to a point;
5. thence North zero (00) degrees, thirty-five (35) minutes, forty-nine (49) seconds West, a distance of twenty-one and forty-two hundredths (21.42) feet to a point;
6. thence North eighty-nine (89) degrees, twenty-four (24) minutes, eleven (11) seconds East, a distance of twenty-eight and zero hundredths (28.00) feet to a point;
7. thence North zero (00) degrees, thirty-five (35) minutes, forty-nine (49) seconds West, a distance of seventy-one and zero hundredths (71.00) feet to a point;

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8. thence North eighty-nine (89) degrees, twenty-four (24) minutes, eleven (11) seconds East, a distance of sixty-three and ninety-two hundredths (63.92) feet to a point;
9. thence North zero (00) degrees, thirty-five (35) minutes, forty-nine (49) seconds West, a distance of forty and zero hundredths (40.00) feet to a point;
10. thence North eighty-nine (89) degrees, twenty-four (24) minutes, eleven (11) seconds East, a distance of seventy and zero hundredths (70.00) feet to a point;
11. thence South zero (00) degrees, thirty-five (35) minutes, forty-nine (49) seconds East, a distance of forty and zero hundredths (40.00) feet to a point;
12. thence North eighty-nine (89) degrees, twenty-four (24) minutes, eleven (11) seconds East, a distance of sixty-three and ninety-two hundredths (63.92) feet to a point;
13. thence South zero (00) degrees, thirty-five (35) minutes, forty-nine (49) seconds East, a distance of eighty-four and zero hundredths (84.00) feet to a point;
14. thence North eighty-nine (89) degrees, twenty-four (24) minutes, eleven (11) seconds East, a distance of twenty-eight and zero hundredths (28.00) feet to a point;
15. thence South zero (00) degrees, thirty-five (35) minutes, forty-nine (49) seconds East, a distance of thirty-nine and forty-two hundredths (39.42) feet to a point;
16. thence North eighty-nine (89) degrees, twenty-four (24) minutes, eleven (11) seconds East, a distance of one hundred eighty-eight and sixty-six hundredths (128.66) feet to a point;
17. thence South forty-five (45) degrees, thirty-five (35) minutes, forty-nine (49) seconds East, a distance of thirty and twenty-nine hundredths (30.29) feet to a point;
18. thence North eighty-nine (89) degrees, twenty-four (24) minutes, eleven (11) seconds East, a distance of twenty-six and ninety hundredths (26.90) feet to a point;
19. thence South forty-five (45) degrees, thirty-five (35) minutes, forty-nine (49) seconds East, a distance of three hundred twenty and ninety-eight hundredths (320.98) feet to a point;
20. thence South forty-four (44) degrees, twenty-four (24) minutes, eleven (11) seconds West, a distance of twenty and zero hundredths (20.00) feet to a point;
21. thence South forty-five (45) degrees, thirty-five (35) minutes, forty-nine (49) seconds East, a distance of one hundred thirty-two and zero hundredths (132.00) feet to a point;

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22. thence South zero (00) degrees, thirty-five (35) minutes, forty-nine (49) seconds East, a distance of ninety-four and zero hundredths (94.00) feet to a point;
23. thence South eighty-eight (88) degrees, fifty-one (51) minutes, one (01) second West, a distance of one hundred sixteen and zero hundredths (116.00) feet to a point;
24. thence South one (01) degree, eight (08) minutes, fifty-nine (59) seconds East, a distance of one hundred fifty and ninety-five hundredths (150.95) feet to the intersection of the North Right-of-Way line of New Towne Square Drive, said point of intersection being marked with a set MAG nail;

thence South eighty-eight (88) degrees, fifty (50) minutes, fifty-four (54) seconds West along the North Right-of-Way line of New Towne Square Drive, a distance of seven hundred eighty-eight and ninety-eight hundredths (788.98) feet to a point of curve, said point of curve being marked with a set capped iron rebar;

thence along the North Right-of-Way line of New Towne Square Drive, along an arc of curve to the right, an arc length of thirty-four and zero hundredths (34.00) feet to the point, said arc of curve having a radius of two thousand two hundred eleven and twenty-nine hundredths (2,211.29) feet, a central angle of zero (00) degrees, fifty-two (52) minutes, fifty-two (52) seconds, a chord bearing of South eighty-nine (89) degrees, seventeen (17) minutes, twenty (20) seconds West, and a chord length of thirty-four and zero hundredths (34.00) feet, said point being marked with a set capped iron rebar;

thence North zero (00) degrees, thirty-five (35) minutes, forty-nine (49) seconds West along a line drawn parallel with the centerline of Teletowne Drive, a distance of four hundred eighty-five and ninety-nine hundredths (485.99) feet to **the Point of Beginning**.

Said parcel of land containing an area of 524,943 square feet or, 12.051 acres of land, more or less. All within Tax Parcel Number 22-43581.

Subject to legal highways.

The above described parcel of land is subject to any and all leases, easements and restrictions of record.

Parcel III

A parcel of land being part of Lot A in New Towne Square as Recorded in Volume 79, Pages 51-55, Lucas County Plat Records, in the City of Toledo, Lucas County, Ohio, said parcel of land being bounded and described as follows:

Commencing at the intersection of the centerline of New Towne Square Drive and the centerline of Edelen Drive, said point of intersection being marked with a found Iron Bolt

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thence in a westerly direction along the centerline of New Towne Square Drive having a bearing of South eight-eight (88) degrees, fifty (50) minutes, fifty-four (54) seconds West, a distance of four hundred four and zero hundredths (404.00') feet to a point;

thence North one (01) degree, eight (08) minutes, fifty-nine (59) seconds West along a line, a distance of fifty-and zero hundredths (50.00') feet to the intersection of the North Right-of Way line of New Towne Square Drive, said point of intersection being marked with a set capped iron rebar, said point of intersection also being **the Point of Beginning**;

thence continuing North one (01) degree, eight (08) minutes, fifty-nine (59) seconds West along a line, a distance of one hundred fourteen and ninety-five hundredths (114.95') feet to a point, said point being marked with a set mag nail;

thence North eight-eight (88) degrees, fifty-one (51) minutes, one (01) second East along a line, a distance of three hundred forty-seven and eighty-four hundredths (347.84') feet to a point of curve, said point of curve being marked with a set capped iron rebar;

thence along an arc of curve to the left an arc length of two hundred eighty-eight and sixty-four hundredths (288.64') feet to the point, said arc of curve having a radius of four hundred and zero hundredths (400.00') feet, a central angle of forty-one (41) degrees, twenty (20) minutes, forty (40) seconds, a chord bearing of North sixty-eight (68) degrees, ten (10) minutes, forty-one (41) seconds East , and a chord length of two hundred eighty-two and forty-two hundredths (282.42') feet, said point being marked with a set mag nail;

thence South thirty-five (35) degrees, twenty-one (21) minutes, twelve (12) seconds East along a line, a distance of one hundred twenty-two and twenty-nine hundredths (122.29') feet to the intersection of the northerly Right -of Way of Skyview Drive, said point of intersection being marked with a set mag nail;

thence along the northerly Right -of Way of Skyview Drive, along a non-tangent arc of curve to the right an arc length of eighty-nine and two hundredths (89.02') feet to the point of tangency, said arc of curve having a radius of three hundred thirty and zero hundredths (330.00') feet, a central angle of fifteen (15) degrees, twenty-seven (27) minutes, twenty-one (21) seconds, a chord bearing of South sixty-one (61) degrees, thirty-nine (39) minutes, forty-seven (47) seconds West , and a chord length of eighty-seven and seventy-five hundredths (88.75') feet, said point of tangency being marked with a set capped iron rebar;

thence South sixty-nine (69) degrees, twenty-three (23) minutes, twenty-eight (28) seconds West along the northerly Right-of-Way of Skyview Drive, a distance of two hundred eighteen and ninety-six hundredths (218.96') feet to the intersection of the North Right-of-Way line of New Towne Square Drive, said point of intersection being marked with set capped iron rebar;

thence South eighty-eight (88) degrees, fifty (50) minutes, fifty-four (54) seconds West along North Right-of-Way line of New Towne Square Drive, a distance of three hundred ninety-five and forty-two hundredths (395.42') feet to **The Point of Beginning**.

Said parcel of land containing an area of 75,208 square feet, 1.727 acres of land, more or less.
All the Area from Tax Parcel Number 22-43577
Subject to legal highways.

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The above described parcel of land is subject to any and all leases, easements and restrictions of record.

The bearings used hereon are based on the State Plane Coordinate System of Ohio, North Zone and are for the express purpose of calculating angular measurement.

Said set and said found capped iron rebar being a 5/8" diameter and 30" long iron rebar with plastic cap stamped "Feller Finch".

The above description is based on a survey performed under my supervision during March 2021. Prior Deed Reference is Official Record 20111230-0055311 Lucas County Deed Records.

Parcel IV

A parcel of land being part of Lot A in New Towne Square as Recorded in Volume 79, Pages 51-55, Lucas County Plat Records, in the City of Toledo, Lucas County, Ohio, said parcel of land being bounded and described as follows:

Commencing at the intersection of the centerline of New Towne Square Drive and the centerline of Edelen Drive, said point of intersection being marked with a found Iron Bolt;

thence in a westerly direction along the centerline of New Towne Square Drive having a bearing of South eighty-eight (88) degrees, fifty (50) minutes, fifty-four (54) seconds West, a distance of four hundred four and zero hundredths (404.00') feet to a point;

thence North one (01) degree, eight (08) minutes, fifty-nine (59) seconds West along a line, a distance of one hundred sixty-four and ninety-five hundredths (164.95') feet to the intersection of the North line of Tax Parcel number 22-43577, said point of intersection being marked with a set mag nail;

thence North eighty-eight (88) degrees, fifty-one (51) minutes, one (01) second East along a line, a distance of one hundred forty-four and eighty-four hundredths (144.84) feet to the intersection of the East line of parcel of land as described in Official Record 20111230-0055314 Lucas County Deed Records, said point of intersection being marked with a set capped iron rebar, said point of intersection also **being the Point of Beginning**;

the following 5 courses follow on and along the East line of a parcel of land as described in Official Record 20111230-0055314 Lucas County Deed Records:

1. thence North zero (00) degrees, thirty-five (35) minutes, forty-nine (49) seconds West, a distance of four hundred twenty and thirty-two hundredths (420.32') feet to a point;
2. thence North eighty-nine (89) degrees, twenty-four (24) minutes, eleven (11) seconds East, a distance of forty-one and fifty hundredths (41.50') feet to a point;

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3. thence North zero (00) degrees, thirty-five (35) minutes, forty-nine (49) seconds West, a distance of three hundred twenty-two and eighty-four hundredths (322.84) feet to a point;
4. thence South eighty-nine (89) degrees, twenty-four (24) minutes, eleven (11) seconds West, a distance of nine and fifty hundredths (9.50') feet to a point;
5. thence North zero (00) degrees, thirty-five (35) minutes, forty-nine (49) seconds West, a distance of one hundred thirty-six and eighty-four hundredths (136.84') feet to the intersection of the South line of parcel of land as described in Official Record 2011 1230- 0055314 Lucas County Deed Records;

the following 3 courses follow on and along the South line of parcel of land as described in Official Record 20 111230-0055314 Lucas County Deed Records:

1. thence North eighty-nine (89) degrees, twenty-four (24) minutes, eleven (11) seconds East, a distance of five hundred ninety-four and nineteen hundredths (594.19') feet to a point on an arc of curve, said point being marked with a set capped iron rebar;
2. thence along a non-tangent arc of curve to the right an arc length of fifty-nine and thirty nine hundredths (59.39') feet to a point, said arc of curve having a radius of four hundred fifty and zero hundredths (450.00') feet, a central angle of seven (07) degrees, thirty-three (33) minutes, forty-three (43) seconds, a chord bearing of South twenty-nine (29) degrees, twenty-four (24) minutes, forty-five (45) seconds East, and a chord length of fifty-nine and thirty-five hundredths (59.35') feet, said point being marked with a set capped iron rebar;
3. thence North eighty-nine (89) degrees, twenty-four (24) minutes, eleven (11) seconds East, a distance of two hundred eighty-five and fifty-nine hundredths (285.59') feet to the intersection of the westerly Right-of-Way line of Skyview Drive, said point of intersection being marked with a set capped iron rebar;

thence along the westerly Right-of-Way line of Skyview Drive, along a non-tangent arc of curve to the right an arc length of fifty-eight and zero hundredths (58.00') feet to the point of tangency, said arc of curve having a radius of three hundred thirty and zero hundredths (330.00') feet, a central angle of ten (10) degrees, four (04) minutes, ten (10) seconds, a chord bearing of South seventeen (17) degrees, fifty-two (52) minutes, twenty-one (21) seconds West, and a chord length of fifty-seven and ninety-two hundredths (57.92') feet, said point of tangency being marked with a set capped iron rebar;

thence South twenty-two (22) degrees, fifty-four (54) minutes, twenty-six (26) seconds West along the westerly Right-of-Way line of Skyview Drive, a distance of six hundred eighty-nine and thirty-seven hundredths (689.37') feet to a point of curve, said point of curve being marked with a set capped iron rebar;

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thence along westerly Right-of-Way line of Skyview Drive, along an arc of curve to the right an arc length of one hundred seventy-eight and seventy-one hundredths (178.71') feet to the intersection of the easterly line of a parcel of land as described in Official Record 20111230- 00553 11 Lucas County Deed Records, said arc of curve having a radius of three hundred thirty and zero hundredths (330.00') feet, a central angle of thirty-one (31) degrees, one (01) minute, forty-one (41) seconds, a chord bearing of South thirty-eight (38) degrees, twenty-five (25) minutes, sixteen (16) seconds West, and a chord length of one hundred seventy-six and fifty three hundredths (176.53') feet, said point of intersection being marked with a set mag nail;

thence North thirty-five (35) degrees, twenty-one (21) minutes, twelve (12) seconds West along easterly line of a parcel of land as described in Official Record 2011 1230-0055311 Lucas County Deed Records, a distance of one hundred twenty-two and twenty-nine hundredths (122.29') feet to the intersection of the North line of a parcel of land as described in Official Record 20111230-0055311 Lucas County Deed Records, said point of intersection being marked with a set mag nail;

thence along the North line of a parcel of land as described in Official Record 20111230- 0055311 Lucas County Deed Records, along a non-tangent arc of curve to the right an arc length of two hundred eighty-eight and sixty-four hundredths (288.64') feet to the point of tangency, said arc of curve having a radius of four hundred and zero hundredths (400.00') feet, a central angle of forty-one (41) degrees, twenty (20) minutes, forty (40) seconds, a chord bearing of South sixty-eight (68) degrees, ten (10) minutes, forty-one (41) seconds West, and a chord length of two hundred eighty-two and forty-two hundredths (282.42') feet, said point of tangency being marked with a set capped iron rebar;

thence South eighty-eight (88) degrees, fifty-one (51) minutes, one (01) second West along the North line of a parcel of land as described in Official Record 201 I 1230-0055311 Lucas County Deed Records, a distance of (203.00') feet to **the Point of Beginning**.

Said parcel of land containing an area of 634,261 square feet, 14.561 acres of land, more or less.
All the Area from Tax Parcel Number 22-43567
Subject to legal highways.

The above described parcel of land is subject to any and all leases, easements and restrictions of record.

The bearings used hereon are based on the State Plane Coordinate System of Ohio, North Zone and are for the express purpose of calculating angular measurement.

Said set and said found capped iron rebar being a 5/8" diameter and 30" long iron rebar with plastic cap stamped "Feller Finch".

The above description is based on a survey performed under my supervision during March 2021. Prior Deed Reference is Official Record 20111230-0055314 Lucas County Deed Records.

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EXHIBIT "B"
LEASES

CONFIDENTIAL

EXHIBIT "C"
PERMITTED EXCEPTIONS

Utility Easement granted by the City of Toledo to Development 2002, LLC (attached).

After Recording mail to:
City of Toledo box

UTILITY EASEMENT

THIS EASEMENT AGREEMENT IS HEREBY MADE by and between **City of Toledo**, a municipal corporation duly authorized and existing under the laws of the State of Ohio (“Grantor”), whose tax mailing address is One Government Center, Suite 2200, Toledo, Ohio 43604, in consideration of good and valuable consideration paid; and Development 2002, LLC, an Ohio limited liability corporation, (“Grantee”), whose tax mailing address is P.O. Box 5679 Toledo Ohio, the receipt whereof is hereby acknowledged. Grantor does hereby grant, convey, and release to Grantee, its successors and assigns forever, a perpetual utility easement through, in, over, under and upon the parcel(s) of land hereinafter described.

Recitals:

Grantor is the owner of the real property described on Exhibit A attached hereto (the “Grantor's Property”).

Grantee is the owner of a parcel of real property described on Exhibit B attached hereto (the “Grantee's Property”).

Grantee's Property lies adjacent to and westerly of Grantor's Property. In conjunction with the release of other easements by Grantee on Grantor's Property related to the acquisition of other real property by Grantee from Grantor described on Exhibit C attached hereto (the “Grantee's Acquired Property”), Grantor agrees that an existing sanitary sewer line may remain in use by Grantee, and Grantor agrees to grant a sanitary sewer easement confirming the continuing use of the existing sanitary sewer line for the uses and purposes set forth herein.

NOW, THEREFORE, the parties agree as follows--

Section 1. Purpose.

The purpose of this grant of Easement is to allow Grantee to maintain, operate, tap into, repair, replace and/or remove sanitary sewer lines, pipes and utilities, together with all necessary and appropriate appurtenances required therefor. This conveyance shall assure that Grantee, as well as its successors and assigns, maintain a perpetual right thereto.

CONFIDENTIAL

Section 2. Easement Area.

Grantee's "Easement Area" is the current location of the existing sanitary sewer pipe or line that currently serves Grantee's Property for sanitary sewer purposes, connecting Grantee's Property to the public sanitary sewer line located at or near the right-of-way of Mel Simon Drive. That Easement Area is believed to be the area legally described on Exhibit D attached hereto and made a part hereof, and depicted on the Boundary Survey on Exhibit E attached hereto and made a part hereof. To the extent the existing sanitary sewer line or pipe is not in the area shown on Exhibits D and E, the parties hereto agree to amend Exhibits D and/or E to match the location of existing pipe or line.

Section 3. Grantee's Rights.

Grantee's rights shall include the right of reasonable access to the Easement Area, providing clear access to the utility facilities themselves, and the right of Grantee to use and operate, on and in the vicinity of the Easement Area, such machinery and equipment as may be reasonably required for the construction, installation, repair, replacement, and maintenance of the related utility facilities infrastructure. Such right to access shall include Grantee's employees, contractors and agents. In order to accommodate these rights, improvements shall not be constructed within or adjoining the Easement Area by Grantor which, in the reasonable judgment of Grantee, would impair Grantee's exercise of the rights granted by this Easement, or its ability to maintain its utility facilities.

Section 4. Grantor's Rights.

Grantor reserves the right, however, to use, enjoy, and construct driveways, sidewalks, and parking areas across the Easement Area, subject to the disruption and removal of any such improvements to allow Grantee to exercise its Easement rights, at Grantor's expense, with Grantor being responsible for any repair or replacement of any such improvements after their disruption or removal.

Section 5. Maintenance; Manner of Work.

All activities for installation, maintenance, and/or repair of the utility system and appurtenances shall be performed in an expeditious and workmanlike manner to minimize interference with Grantor's use of Grantor's property. Grantor shall restore any and all property to its original condition as near as possible, promptly after any such installation, maintenance, repair or replacement of the infrastructure and its appurtenances as permitted under this Easement.

Section 6. Limited Use.

Grantor shall not grant any additional or further easements or rights to use the Easement Area or existing pipe or line therein.

CONFIDENTIAL

Section 7. Relocation.

If Grantor, including its successors and assigns, determines that it wishes to construct improvements over the Easement Area, other than as permitted in this Easement, or that this Easement is interfering with its marketing or use of Grantor's Property, Grantor, upon at least ninety (90) days advance written notice to Grantee, may install a new line and/or pipe entirely within the boundary of Grantee's Property and/or Grantee's Acquired Property at a location specified by Grantee, such that the building(s) on Grantee's Property or Grantee's Acquired Property will have adequate sanitary sewer service to transport sewage to the public sanitary sewer line located in or near the right-of-way of Mel Simon Drive. The new sanitary sewer line or pipe shall be no smaller than the existing line or pipe, with no less capacity. The entire cost of installation of such a new line or pipe shall be borne by the owner of Grantor's Property, including the cost of repairing and replacing surface improvements such as parking areas, driveways and sidewalks. The installation of new sanitary sewer line or pipe shall be installed in such a way as to not disrupt sanitary sewer service to Grantee's Property or Grantee's Acquired Property, such that the existing line or pipe shall not be deactivated for use until the new line or pipe is connected and ready for use.

Section 8. Notice.

Grantor's notice to Grantee pursuant to Section 7 above shall be made by certified mail or nationally recognized overnight delivery service to both the tax mailing address according to Lucas County, Ohio records and, if an entity, to the statutory agent for such entity according to Ohio Secretary of State records.

TO HAVE AND TO HOLD said easement together with all the privileges and appurtenances thereunto belonging to the said Grantee, its successors and assigns forever.

[Signatures appear on following pages – Remaining Space Left Blank]

CONFIDENTIAL

IN WITNESS WHEREOF, said **City of Toledo, an Ohio Municipal Corporation** has caused its corporate name to be subscribed hereto by its **Mayor** this _____ day of _____, 2021.

City of Toledo, an Ohio Municipal Corporation

By _____

— Wade Kapszukiewicz, Mayor

STATE OF OHIO, COUNTY OF LUCAS, ss:

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by **Wade Kapszukiewicz, Mayor** of the City of Toledo, an Ohio Municipal Corporation on behalf of the corporation.

— Notary Public

CONFIDENTIAL

Development 2002, LLC,
an Ohio limited liability company

By: _____
Ron Hemelgarn

Its: Managing Member

STATE OF OHIO, COUNTY OF LUCAS, ss:

The foregoing instrument was acknowledged before me this _____ day of _____, 2021 by Ron Hemelgarn, Managing Member of **Development 2002, LLC**, an Ohio limited liability company, on behalf of the company. This is an acknowledgment clause. No oath or affirmation was administered to the signer.

Notary Public

CONFIDENTIAL

CONSENT OF OPTION HOLDERS:

The undersigned, Alexis Property, LLC and 22135 Roscoe Canoga Park, LLC, as option holders of Grantor's Property defined in the foregoing Utility Easement, pursuant to an Option to Purchase Real Estate dated December 29, 2011 and evidenced by a Memorandum of Option dated December 29, 2011, recorded on December 30, 2011, as Instrument No. 20111230-0055315 in the Deed Records of Lucas County, Ohio, hereby consent to the execution and delivery of the foregoing Utility Easement, with exhibits thereto, and to the filing thereof in the Office of County Recorder of Lucas County, Ohio.

Alexis Property, LLC,
an Ohio limited liability company

By _____

Printed Name: _____

Title: _____

STATE OF CALIFORNIA, COUNTY OF _____, ss:

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by _____, the _____ of **Alexis Property, LLC**, an Ohio limited liability company, on behalf of said limited liability company. This is an acknowledgment clause. No oath or affirmation was administered to the signer.

Notary Public

22135 Roscoe Canoga Park, LLC,

CONFIDENTIAL

a California limited liability company

By _____

Printed Name: _____

Title: _____

STATE OF CALIFORNIA, COUNTY OF _____, ss:

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by _____, the _____ of **22135 Roscoe Canoga Park, LLC**, a California limited liability company, on behalf of said limited liability company. This is an acknowledgment clause. No oath or affirmation was administered to the signer.

Notary Public

This instrument was prepared by:
Paul F. Syring
General Counsel
City of Toledo
One Government Center, Suite 2250
Toledo, Ohio 43604

UTILITY EASEMENT

THIS EASEMENT AGREEMENT IS HEREBY MADE by and between **City of Toledo**, a municipal corporation duly authorized and existing under the laws of the State of Ohio (“Grantor”), whose tax mailing address is One Government Center, Suite 2200, Toledo, Ohio 43604, in consideration of good and valuable consideration paid; and Development 2002, LLC, an Ohio limited liability corporation, (“Grantee”), whose tax mailing address is P.O. Box 5679 Toledo Ohio, the receipt whereof is hereby acknowledged. Grantor does hereby grant, convey, and release to Grantee, its successors and assigns forever, a perpetual utility easement through, in, over, under and upon the parcel(s) of land hereinafter described.

Recitals:

Grantor is the owner of the real property described on Exhibit A attached hereto (the “Grantor's Property”).

Grantee is the owner of a parcel of real property described on Exhibit B attached hereto (the “Grantee's Property”).

Grantee's Property lies adjacent to and westerly of Grantor's Property. In conjunction with the release of other easements by Grantee on Grantor's Property related to the acquisition of other real property by Grantee from Grantor described on Exhibit C attached hereto (the “Grantee's Acquired Property”), Grantor agrees that an existing sanitary sewer line may remain in use by Grantee, and Grantor agrees to grant a sanitary sewer easement confirming the continuing use of the existing sanitary sewer line for the uses and purposes set forth herein.

NOW, THEREFORE, the parties agree as follows--

Section 1. Purpose.

The purpose of this grant of Easement is to allow Grantee to maintain, operate, tap into, repair, replace and/or remove sanitary sewer lines, pipes and utilities, together with all necessary and appropriate appurtenances required therefor. This conveyance shall assure that Grantee, as well as its successors and assigns, maintain a perpetual right thereto.

CONFIDENTIAL

Section 2. Easement Area.

Grantee's "Easement Area" is the current location of the existing sanitary sewer pipe or line that currently serves Grantee's Property for sanitary sewer purposes, connecting Grantee's Property to the public sanitary sewer line located at or near the right-of-way of Mel Simon Drive. That Easement Area is believed to be the area legally described on Exhibit D attached hereto and made a part hereof, and depicted on the Boundary Survey on Exhibit E attached hereto and made a part hereof. To the extent the existing sanitary sewer line or pipe is not in the area shown on Exhibits D and E, the parties hereto agree to amend Exhibits D and/or E to match the location of existing pipe or line.

Section 3. Grantee's Rights.

Grantee's rights shall include the right of reasonable access to the Easement Area, providing clear access to the utility facilities themselves, and the right of Grantee to use and operate, on and in the vicinity of the Easement Area, such machinery and equipment as may be reasonably required for the construction, installation, repair, replacement, and maintenance of the related utility facilities infrastructure. Such right to access shall include Grantee's employees, contractors and agents. In order to accommodate these rights, improvements shall not be constructed within or adjoining the Easement Area by Grantor which, in the reasonable judgment of Grantee, would impair Grantee's exercise of the rights granted by this Easement, or its ability to maintain its utility facilities.

Section 4. Grantor's Rights.

Grantor reserves the right, however, to use, enjoy, and construct driveways, sidewalks, and parking areas across the Easement Area, subject to the disruption and removal of any such improvements to allow Grantee to exercise its Easement rights, at Grantor's expense, with Grantor being responsible for any repair or replacement of any such improvements after their disruption or removal.

Section 5. Maintenance; Manner of Work.

All activities for installation, maintenance, and/or repair of the utility system and appurtenances shall be performed in an expeditious and workmanlike manner to minimize interference with Grantor's use of Grantor's property. Grantor shall restore any and all property to its original condition as near as possible, promptly after any such installation, maintenance, repair or replacement of the infrastructure and its appurtenances as permitted under this Easement.

Section 6. Limited Use.

Grantor shall not grant any additional or further easements or rights to use the Easement Area or existing pipe or line therein.

CONFIDENTIAL

Section 7. Relocation.

If Grantor, including its successors and assigns, determines that it wishes to construct improvements over the Easement Area, other than as permitted in this Easement, or that this Easement is interfering with its marketing or use of Grantor's Property, Grantor, upon at least ninety (90) days advance written notice to Grantee, may install a new line and/or pipe entirely within the boundary of Grantee's Property and/or Grantee's Acquired Property at a location specified by Grantee, such that the building(s) on Grantee's Property or Grantee's Acquired Property will have adequate sanitary sewer service to transport sewage to the public sanitary sewer line located in or near the right-of-way of Mel Simon Drive. The new sanitary sewer line or pipe shall be no smaller than the existing line or pipe, with no less capacity. The entire cost of installation of such a new line or pipe shall be borne by the owner of Grantor's Property, including the cost of repairing and replacing surface improvements such as parking areas, driveways and sidewalks. The installation of new sanitary sewer line or pipe shall be installed in such a way as to not disrupt sanitary sewer service to Grantee's Property or Grantee's Acquired Property, such that the existing line or pipe shall not be deactivated for use until the new line or pipe is connected and ready for use.

Section 8. Notice.

Grantor's notice to Grantee pursuant to Section 7 above shall be made by certified mail or nationally recognized overnight delivery service to both the tax mailing address according to Lucas County, Ohio records and, if an entity, to the statutory agent for such entity according to Ohio Secretary of State records.

TO HAVE AND TO HOLD said easement together with all the privileges and appurtenances thereunto belonging to the said Grantee, its successors and assigns forever.

[Signatures appear on following pages – Remaining Space Left Blank]

CONFIDENTIAL

IN WITNESS WHEREOF, said **City of Toledo, an Ohio Municipal Corporation** has caused its corporate name to be subscribed hereto by its **Mayor** this _____ day of _____, 2021.

City of Toledo, an Ohio Municipal Corporation

By _____

— Wade Kapszukiewicz, Mayor

STATE OF OHIO, COUNTY OF LUCAS, ss:

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by **Wade Kapszukiewicz, Mayor** of the City of Toledo, an Ohio Municipal Corporation on behalf of the corporation.

— Notary Public

CONFIDENTIAL

Development 2002, LLC,
an Ohio limited liability company

By: _____
Ron Hemelgarn

Its: Managing Member

STATE OF OHIO, COUNTY OF LUCAS, ss:

The foregoing instrument was acknowledged before me this _____ day of _____, 2021 by Ron Hemelgarn, Managing Member of **Development 2002, LLC**, an Ohio limited liability company, on behalf of the company. This is an acknowledgment clause. No oath or affirmation was administered to the signer.

Notary Public

CONFIDENTIAL

CONSENT OF OPTION HOLDERS:

The undersigned, Alexis Property, LLC and 22135 Roscoe Canoga Park, LLC, as option holders of Grantor's Property defined in the foregoing Utility Easement, pursuant to an Option to Purchase Real Estate dated December 29, 2011 and evidenced by a Memorandum of Option dated December 29, 2011, recorded on December 30, 2011, as Instrument No. 20111230-0055315 in the Deed Records of Lucas County, Ohio, hereby consent to the execution and delivery of the foregoing Utility Easement, with exhibits thereto, and to the filing thereof in the Office of County Recorder of Lucas County, Ohio.

Alexis Property, LLC,
an Ohio limited liability company

By _____

Printed Name: _____

Title: _____

STATE OF CALIFORNIA, COUNTY OF _____, ss:

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by _____, the _____ of **Alexis Property, LLC**, an Ohio limited liability company, on behalf of said limited liability company. This is an acknowledgment clause. No oath or affirmation was administered to the signer.

Notary Public

22135 Roscoe Canoga Park, LLC,

CONFIDENTIAL

a California limited liability company

By _____

Printed Name: _____

Title: _____

STATE OF CALIFORNIA, COUNTY OF _____, ss:

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by _____, the _____ of **22135 Roscoe Canoga Park, LLC**, a California limited liability company, on behalf of said limited liability company. This is an acknowledgment clause. No oath or affirmation was administered to the signer.

Notary Public

This instrument was prepared by:
Paul F. Syring
General Counsel
City of Toledo
One Government Center, Suite 2250
Toledo, Ohio 43604

March 31, 2021

SANITARY SEWER EASEMENT

A parcel of land being part of Lot A in New Towne Square as Recorded in Volume 79, Pages 51- 55, Lucas County Plat Records, in the City of Toledo, Lucas County, Ohio, said parcel of land being bounded and described as follows:

Commencing at the intersection of the centerline of Teletowne Drive with the centerline of Mel Simon Drive, said point of intersection being marked with a found iron bolt in concrete;

thence in an easterly direction along the centerline of Mel Simon Drive, having a bearing of South eighty-four (84) degrees, twenty-five (25) minutes, fourteen (14) seconds East, a distance of one thousand forty-six and fourteen hundredths (1,046.14') feet;

thence South one (01) degree, two (02) minutes, forty-one (41) seconds East along a line, a distance of fifty and thirty-four hundredths (50.34') feet to the intersection of the South Right-of- Way line of Mel Simon Drive, said point of intersection being the Point of Beginning;

thence South eighty-four (84) degrees, twenty-five (25) minutes, fourteen (14) seconds East along a line, a distance of twenty and thirteen hundredths (20.13') feet to a point;

thence South one (01) degree, two (02) minutes, forty-one (41) seconds East along a line, a distance of four hundred forty-three and seventy-nine hundredths (443.79') feet to a point;

thence South eighty-nine (89) degrees, fifty-eight (58) minutes, fifty-nine (59) seconds West along a line, a distance of three hundred thirty-six and seventy-one hundredths (336.71') feet to a point;

thence North zero (00) degrees, thirty-five (35) minutes, forty-nine (49) seconds West along a line, a distance of twenty and zero hundredths (20.00') feet to a point;

thence North eighty-nine (89) degrees, fifty-eight (58) minutes, fifty-nine (59) seconds East along a line, a distance of three hundred sixteen and fifty-five hundredths (316.55') feet to a point;

thence North one (01) degree, two (02) minutes, forty-one (41) seconds West along a line, a distance of four hundred twenty-five and seventy-five hundredths (425.75') feet to the Point of Beginning.

CONFIDENTIAL

Said parcel of land containing an area of 15,228 square feet or, 0.350 acres of land, more or less. All within Tax Parcel Number 22-43594

Subject to legal highways.

The above described parcel of land is subject to any and all leases, easements and restrictions of record.

The bearings used hereon are based on the State Plane Coordinate System OF OHIO NORTH ZONE and are for the express purpose of calculating angular measurement.

Said set and said found capped iron rebar being a 5/8" diameter and 30" long iron rebar with plastic cap stamped "Feller Finch".

The above description is based on a survey performed under my supervision during March 2021.

Prior Deed Reference is Official Record 20030501-0006642, 20111230-0055314, 20111230- 0055311 Lucas County Deed Records.