

**Development Agreement**

**For the**

**ProMedica Headquarters Project at Downtown Riverfront Site**

**Between**

**ProMedica Health System, Inc.**

**And**

**City of Toledo**

## INDEX

	<u>Page</u>
RECITALS .....	1
SECTION 1: ProMedica Headquarters Development - Overview and Definitions.....	1
1.1. Development.....	1
1.2. Office Redevelopment Project.....	2
1.3. Riverfront Site.....	2
1.4. Community Walkway.....	3
1.5. Pedestrian Walkways.....	3
1.6. Parking Facility.....	3
1.7. Interior Streets.....	4
SECTION 2: Street Vacations & Dedication.....	4
2.1. Madison Avenue – East of Water Street.....	4
2.2. Water Street - North of Madison Avenue.....	5
2.3. Adams Street – Between Water Street and Maumee River.....	5
2.4. Jefferson Re-Opening/Rededication.....	6
2.5. Fees and Costs for Vacations.....	6
SECTION 3: Land Conveyances & Easements.....	6
3.1. Parking Facility Site Conveyance.....	6
3.2. Parking Surface Area Easement.....	7
3.3. City North Parcel Conveyance.....	8
3.4. Community Walkway Conveyance.....	9
3.5. Promenade Park Easement to ProMedica for Driveway.....	9
3.6. Site Line Restriction Easement for Promenade Park.....	10
3.7. Timing of Conveyances.....	10
3.8. Recording Fees .....	10
SECTION 4: Promenade Park Improvements.....	10
4.1. Mutual Objective to Fund Improvements.....	10
4.2. ProMedica Obligations.....	10
4.3. City Obligations.....	11
4.4. Honoring History of Promenade Park.....	12
SECTION 5: Pedestrian Walkways.....	12
5.1. Background.....	12
5.2. Walkways Identified.....	12
5.3. City Commitments.....	13
SECTION 6: Summit Street Improvement Plan.....	14
6.1. Background, Plan & Funding.....	14

SECTION 7: City Commitments.....	15
7.1. Restatement of Commitment and Obligations.....	15
7.2. Parking Facility Development.....	15
7.3. Tax Incentives.....	16
7.4. Governmental Process / Funding Support.....	16
7.5. Excavation Bond/Deposit Waiver.....	16
7.6. City Council Appropriation.....	16
SECTION 8. ProMedica Commitments.....	16
8.1. Capital Investment.....	16
8.2. Jobs.....	17
8.3. Payroll.....	17
8.4. Restatement of Commitments and Obligations.....	17
8.5. Public Access to Parking Facility.....	17
8.6. Use of City North Parcel.....	17
8.7. Local Minority and Women Business Enterprise Participation.....	17
8.8. Downtown Special Improvement District.....	18
8.9. Permits and Plan Approvals.....	18
8.10. Diversified Contractors Accelerator Program (DCAP).....	18
SECTION 9. Proprietary Information, Non-Disclosure and Public Records.....	18
9.1. Proprietary and Nonpublic Nature of ProMedica Documents.....	18
9.2. Nonapplicability of Sunshine Law to ProMedica.....	19
9.3. Applicability of Sunshine Law to City of Toledo.....	19
9.4. Acknowledged Public Record.....	20
SECTION 10. Liability & Indemnification.....	20
10.1. Construction of Improvements.....	20
10.2. Construction of Project.....	20
SECTION 11. Financing Provisions and Ownership Structure.....	20
11.1. Affiliated Entities.....	20
11.2. Tax Credit Financing.....	21
11.3. Parking Facility Development.....	21
11.4. Conveyances to be Made as Directed.....	21
SECTION 12. Miscellaneous.....	21
12.1. Notices.....	22
12.2. Captions.....	22
12.3. Time.....	22
12.4. Counterparts.....	22
12.5. Construction of Agreement.....	22
12.6. Governing Law.....	22
12.7. Non-Discrimination.....	22
12.8. Assignment/Compliance with Law.....	23

12.9. Exhibits Incorporated.....	23
12.10 Entire Agreement.....	23
12.11. Authority to Execute.....	23

LIST OF EXHIBITS .....	25-26
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EXHIBITS

This **DEVELOPMENT AGREEMENT** ("**Agreement**") is made and entered into as of the 12<sup>th</sup> day of May, 2015 (the "**Effective Date**"), between the City of Toledo, an Ohio municipal corporation ("**City**"), and ProMedica Health System, Inc., an Ohio nonprofit corporation ("**ProMedica**"). As used herein, "**Parties**" refers to, collectively, City and ProMedica.

## RECITALS

**WHEREAS**, ProMedica has announced the planned relocation of its administrative office headquarters to be consolidated from multiple sites throughout northwest Ohio to an area of downtown Toledo (hereinafter the "**Riverfront Site**"), bounded generally by Summit Street, Jefferson Avenue, the Maumee River, and Adams Street, to include the KeyBank Site, the Steam Plant Site, City North Parcel, the Federal Building Site, the City South Parcel and portions of Promenade Park;

**WHEREAS**, the ProMedica Headquarters Development represents an important economic development opportunity for the City, involving significant public and private investment into downtown Toledo. In addition to redevelopment of the long dormant Steam Plant Site, renovating the interior of the KeyBank building at the KeyBank Site, to include a YMCA, and reinvigorating public opportunities within Promenade Park, the commercial activity through construction and permanent jobs for the ProMedica Headquarters Project is expected to serve as a catalyst for further downtown redevelopment;

**WHEREAS**, the ProMedica Headquarters Development will aid the continued development and growth of the downtown and the institutional and public assets in and around downtown;

**WHEREAS**, in order for the ProMedica Headquarters Development to advance and to become a success for the Riverfront Site and the City of Toledo as a whole, the City and ProMedica will need to cooperate and collaborate with respect to land, infrastructure, and economic issues relating to the ProMedica Headquarters Project;

**WHEREAS**, ProMedica and the City entered into a Memorandum of Understanding dated January 27, 2015, which describes the general understanding concerning the Parties' respective responsibilities and obligations, and forms the basis for this Agreement;

**WHEREAS**, the Mayor of the City of Toledo has been authorized to execute this Agreement pursuant to Ordinance No. 227-15 enacted on May 1, 2015, and the Board of Trustees of ProMedica has approved, by all requisite action, this Agreement and its execution by ProMedica's authorized representative.

**NOW THEREFORE**, the City and ProMedica agree as follows:

### **SECTION 1: PROMEDICA HEADQUARTERS DEVELOPMENT -- OVERVIEW AND DEFINITIONS.**

- 1.1. **ProMedica Headquarters Development.** The "**ProMedica Headquarters Development**" consists of ProMedica's relocation of its administrative office

headquarters to be consolidated from multiple sites throughout northwest Ohio to the Riverfront Site in Downtown Toledo and shall include the location of approximately 800 employees who will occupy new and renovated facilities with an aggregate of approximately 250,000 square feet at the ProMedica Headquarters Campus. An additional 200 employees will be located at other sites within central business district.

- 1.2. **Office Redevelopment Project.** As part of ProMedica Headquarters Development, ProMedica will acquire and redevelop (or cause to be acquired and redeveloped for the benefit of ProMedica) the existing Steam Plant Site and the KeyBank Site, each located within the Riverfront Site, for use for ProMedica's administrative "system" employees ("**Office Redevelopment Project**").
- 1.3. **Riverfront Site.** The "**Riverfront Site**" is comprised of the area of downtown Toledo bounded generally by Summit Street, Jefferson Avenue, the Maumee River, and Adams Street (extended between the Maumee River and Summit Street), and includes the following sites/parcels relevant to this Agreement (all as identified on the site plan attached to this Agreement as **EXHIBIT A**– the "**Riverfront Site Plan**"):
  - 1.3.1. **Federal Building Site.** The "**Federal Building Site**" is the area bounded by the north line of the City South Parcel (to the south), the former Water Street (now vacated) (to the east), Madison Avenue (to the north), and Summit Street (to the west), the north portion of which was formerly occupied by the Federal Building (TD Parcel No. 12-14417).
  - 1.3.2. **City South Parcel.** The "**City South Parcel**" is the unimproved parcel directly south of the Federal Building Site (TD Parcel No. 12-14384);
  - 1.3.3. **Summit Street Park Area.** The "**Summit Street Park Area**" is comprised of the Federal Building Site and the City South Parcel;
  - 1.3.4. **Promenade Park.** "**Promenade Park**" consists of the area bounded by Jefferson Avenue (to the south), the Maumee River (to the east), Madison Avenue (to the north) and the Water Street (now vacated) (to the west) (TD Parcel No. 12-25087);
  - 1.3.5. **Steam Plant Site.** The "**Steam Plant Site**" is the area bounded by Madison Avenue, the Maumee River, Adams Street (currently closed) and Water Street (currently closed) which includes the former Edison Steam Plant (TD Parcel No. 12-25241 and 12-25242);
  - 1.3.6. **KeyBank Site.** The "**KeyBank Site**" is area bounded by Madison Avenue, Water Street currently closed), the City North Parcel (see below), and Summit Street which includes the current KeyBank building (TD Parcel No. 14-55958);
  - 1.3.7. **City North Parcel.** The "**City North Parcel**" is the area adjacent to the KeyBank Site to the north which is bounded by Summit Street, the KeyBank Site, Water

Street (currently closed) and the property currently occupied by Imagination Station (TD Parcel No. 14-55956); and

- 1.3.8. **ProMedica Campus.** The “*ProMedica Campus*” is comprised of the Steam Plant Site, KeyBank Site, City North Parcel, and adjacent vacated rights of way.
- 1.4. **Community Walkway.** The Riverfront Site includes a walkway along the Maumee River connecting pedestrians traveling north and south of the north property line of Riverfront Site (i.e., north of the Steam Plant Site) and south and north of the south property line of the Riverfront Site (i.e., south of Promenade Park) (the “*Community Walkway*”). ProMedica and the City acknowledge and agree upon the importance of this Community Walkway to promote the riverfront view, to create access and circulation to riverfront destinations, and, importantly, to create a recreation amenity for residents and visitors to enjoy the Maumee River. For these reasons, the City and ProMedica are committed to retaining and promoting this Community Walkway along the Riverfront Site.
- 1.5. **Pedestrian Walkways.** The KeyBank Site and City Parcel are served by surface, elevated and underground pedestrian corridors and walkways, inclusive of (i) elevated, enclosed walkways, connecting the Toledo Edison/Libbey office building with the KeyBank Site, and the Four Seagate building (which is across Summit Street from the Imagination Station) with Imagination Station (collectively, the “*Elevated Walkways*”), and (ii) underground walkways connecting the Vistula Garage and Four Seagate building with and into the One SeaGate Building, riverfront hotel (currently the “*Grand Plaza Hotel*”), Imagination Station and KeyBank Site (the “*Underground Walkways*”). Collectively, the Elevated Walkways and Underground Walkways will be referred to in this Agreement as the “*Pedestrian Walkways*”. The Pedestrian Walkways provide valuable and efficient access to pedestrians between office, commercial, hospitality, entertainment, and parking venues along Summit Street adjacent to the Riverfront Site and north of the Riverfront Site to Cherry Street. The City will make repairs and updates to the Pedestrian Walkways, subject to ownership or other requirements or terms under existing leases and agreements, as further defined in this Agreement.
- 1.6. **Parking Facility.** The Office Redevelopment Project will require safe, convenient parking availability for up to approximately 750 vehicles to serve the projected employees and visitors using the ProMedica Campus. Promenade Park and the Summit Street Park Area provide an important “green-space” amenity to the Office Development Project as well as for the community. ProMedica has thus proposed an approximately 750 car parking structure (the “*Parking Facility*”) to be constructed on and within (below) the Summit Street Park Area, to include a small portion of the southwest corner of Promenade Park, which, with the Summit Street Park Area, are identified on the drawing attached as EXHIBIT as the “*Parking Facility Site*”, which parking structure will include areas for retail/restaurant/commercial occupancy primarily along Summit Street (the Parking Facility Site along with the Parking Facility and related retail/restaurant/commercial spaces will be referred to, collectively, as the “*Parking Facility Development*”). The Parking Facility will include up to six (6) above ground

levels and one (1) below Summit Street grade level. The above ground level portion of the Parking Facility shall be situated on the City South Parcel and on a southern portion of Promenade Park east of Water Street.

1.7. **Interior Streets.** The Riverfront Site includes interior public streets, some of which are not improved (i.e., “paper streets”), some of which are identified on City maps as “closed”, and some of which are currently open to the public, which provide important intra-campus circulation for the ProMedica Headquarters Development.

1.7.1. **Madison Avenue – East of Water Street.** The portion of Madison Avenue east of the east line of Water Street to the Maumee River, excepting that portion lying within the Community Walkway, is proposed to be a private driveway with turnaround to serve the main entrance for the ProMedica offices to be developed on the Steam Plant Site.

1.7.2. **Madison Avenue – West of Water Street.** The portion of Madison Avenue west of the east line of Water Street will remain open to the public as a public street serving (i) Promenade Park, (ii) the Parking Facility Development, (iii) the KeyBank Site and Steam Plant Site, and (iv) limited access for vehicular traffic to the Grand Plaza Hotel and Imagination Station underground loading docks and parking area just north of the KeyBank Site.

1.7.3. **Water Street – North of Madison Avenue.** The portion of Water Street north of the north line of Madison Avenue to the south line of the property occupied by Imagination Station (TD Parcel Nos. 12-25307 and 14-55959) will become part of the ProMedica Site subject to utility easements and access easements for the Grand Plaza Hotel and Imagination Station properties and to the conveyance by ProMedica of a portion of the vacated Water Street adjacent to the property occupied by Imagination Station (see Section 3.3 below).

1.7.4. **Adams Street – Between Water St. and Maumee River.** Adams Street within the Riverfront Site (generally east of the City North Parcel - east of the east line of Water Street to be vacated - to the Maumee River) will become part of the ProMedica Site with the exception of the area of the Community Walkway along the Maumee River and approximately thirty (33) feet of the north side of the vacated Adams Street to provide access to the Imagination Station building and to provide pedestrian access from Summit Street to the Community Walkway along the Maumee River.

## **SECTION 2: STREET VACATIONS AND DEDICATIONS.**

2.1. **Madison Avenue –East of Water Street.** The City agrees to vacate Madison Avenue east of the east line of Water Street to the Maumee River, subject to application and approval processes specified under the Charter and Municipal Code of the City of Toledo, and convey to ProMedica under the vacation ordinance or by separate ordinance and deed as owner of an adjoining parcel. The legal description for the vacated portion of



Madison is attached as **EXHIBIT B-1**.

2.1.1. ProMedica shall convey in fee simple to the City the vacated portion of Madison Avenue adjacent to the Maumee River that lies within the area of the Community Walkway.

2.1.2. The vacation and conveyance to ProMedica shall be subject to an easement in favor of the City for access and maintenance of existing underground utilities, inclusive of the storm sewer outfall, and for access for purposes of maintenance, construction or installation related to riverfront improvements and dockage.

2.1.3. The conveyance will be subject to a right of reversion in favor of the City if the proposed Office Redevelopment Project is not substantially completed within three (3) years after conveyance by the City, subject to force majeure.

2.2. **Water Street – North of Madison Avenue.** The City agrees to vacate the entire Water Street north of the north line of Madison Avenue to the south line of the parcel occupied by Imagination Station (TD Parcel Nos.12-25307 and 14-55959) and convey, pursuant to the vacation ordinance or separately, said portion of Water Street to ProMedica as owner of the adjoining parcels, subject to application and approval processes specified under the Charter and Municipal Code of the City of Toledo. The legal description for the vacated portion of Water Street is attached as **EXHIBIT B-2**.

2.2.1. The conveyance shall be subject to an easement for the City to access and maintain existing water, sanitary and storm sewers.

2.2.2. The vacation will be subject to ProMedica conveying back to the City (or retention by the City as a result of the vacation) the western half of Water St. that lies within the area of the closed Adams St. (approximately sixty-six 66 feet), and the northeastern quarter of that portion of Water St. within the closed area of Adams St. (approximately thirty-three feet (33')).

2.2.3. A perpetual, non-exclusive easement will be reserved over Water Street to the entrance to the underground facility, containing parking areas, loading docks and utility and electrical systems just north of the KeyBank Site for the benefit of the properties currently occupied by the Grand Plaza Hotel and Imagination Station, Promenade Park and riverfront dock area, and for vehicular traffic and emergency vehicles to access and use such loading docks and parking area (the "*Access Easement Area*"). ProMedica will be required to maintain the Access Easement Area.

2.3. **Adams Street – Between Water Street and Maumee River.** The City agrees to vacate Adams Street, between the east line of Water Street and the Maumee River, subject to application and approval processes specified under the Charter and Municipal Code of the City of Toledo and to easements for existing water and sewer lines. The intent of the parties is that, consistent with existing law, one-half of the vacated street shall be

conveyed to ProMedica with the other half to be titled in the City as owners of adjoining parcels. The legal description for the vacated portion of Adams is attached as **EXHIBIT B-3**.

2.3.1. The vacation will be subject to ProMedica's conveyance in fee simple back to the City the area of the vacated portion of Adams Street that lies within the Community Walkway that would vest in ProMedica (as owner of the Steam Plant Site) as a result of the vacation.

2.3.2. ProMedica agrees to convey back to the City any property acquired through this vacation, if the proposed Office Redevelopment Project is not substantially completed within three (3) years after conveyance by the City to ProMedica, subject to force majeure.

2.4. **Jefferson Re-Opening/Rededication.** The City will re-open/rededicate a portion of land from the vacated portion of Jefferson Avenue east of Water St as a public right-of-way in order to provide vehicular access for a south side entrance to the Parking Facility, contingent upon Division of Transportation approval. The legal description for the area of land to be dedicated is attached as **EXHIBIT B-4**.

2.5. **Fees and Costs for Vacations.** The City agrees to waive the acquisition cost (purchase price based on the value of the vacated area) in connection with the vacations under this Section 3. ProMedica will be responsible for customary application fees, engineering costs, and deed recording fees in connection with the vacations.

### **SECTION 3: LAND CONVEYANCES AND EASEMENTS.**

3.1. **Parking Facility Site Conveyance.** The City will convey to ProMedica, in fee simple by quitclaim deed (with appropriate authorizing ordinances), without fee or charge except as otherwise provided for in this Section 3, the land necessary for the Parking Facility Site, the legal description of which is attached as **EXHIBIT C-1**. The conveyance of the Parking Facility Site shall be made free of any City created encumbrances to use the Parking Facility Site for a parking facility as proposed herein. The conveyance shall include and be subject to the following:

3.1.1. The conveyance will include restrictions on above-ground improvements (i.e., vertical improvements) on the surface area of the Parking Facility Site – which area will be designated as part of the conveyance, legally described as provided **EXHIBIT C-2**. The restrictions shall limit the location of the proposed above-ground parking facility in order to retain the maximum view of the Maumee River from Summit Street.

3.1.2. The conveyance will be subject to a right of reversion in favor of the City if the proposed Parking Facility Development is not substantially completed within three (3) years after conveyance by the City to ProMedica, subject to force majeure.

3.1.3. Should ProMedica transfer or convey the Parking Facility Site to a non-affiliated entity [but excluding any conveyance (a) made in connection with tax credit financing in connection with the ProMedica Headquarters Development, and/or (b) to (x) the Toledo-Lucas County Port Authority, or (y) a governmental or quasi-governmental organization or a non-profit organization approved in advance by the City of Toledo (which approval will not be unreasonably withheld), in either case (x) or (y) from which conveyance ProMedica receives no cash consideration other than the assumption of indebtedness used to finance the improvement of the Parking Facility] ProMedica shall pay to the City an amount equal to the "Fair Market Value" of the Parking Facility Site. "Fair Market Value" will be determined by the average of fair market value of the Parking Facility Site as of the date of the City's conveyance to ProMedica, reached by two (2) qualified, licensed (in Ohio) commercial appraisers, one each selected by the City and ProMedica.

3.1.4. The conveyance of the south-west portion of Promenade Park proposed for the construction of the Parking Facility (and the approximately thirty foot (30') easement along Madison Avenue east of Water Street) shall be subject to completion by the City of an appraisal and an environmental review, which shall meet the requirements of the Ohio Division of Natural Resources and the National Parks Service, pursuant to the Land and Water Conservation Fund grant requirements under a grant dated Oct. 14, 1980, cited as Project No. 39-00840. The City agrees to use best efforts to complete the appraisal and environmental review as soon as practical following execution of this Agreement.

3.2. **Parking Surface Area Easement.** At the time of the Conveyance to ProMedica of the Parking Facility Site, ProMedica shall grant to the City, by quit-claim easement, an exclusive, permanent easement for the public use of that portion of the Summit Street Park Area lying above the underground portion of the Parking Facility ("**Parking Site Park Area**") as a public park and green space, excluding an area adjacent to the Facility's retail/restaurant space for the exclusive use of patrons of such space. The easement shall preclude the City and ProMedica from building vertically on the Parking Site Park Area or interfering with the public's use, access and site line of the Maumee River from Summit Street (except as described below). The area of the Parking Site Park Area is legally described in **EXHIBIT C-3**.

3.2.1. The City will have the exclusive use and operating authority with respect to the Parking Site Park Area, subject to the following:

3.2.1.1. ProMedica will have an area reserved from the Parking Site Park Area (approximately 30' x 30' at the northwest corner of the Parking Site Surface Area) for appropriate signage, as permitted and complying with the City's sign code, identifying the ProMedica Campus, the Parking Facility (including, if applicable, parking vacancy within the Parking Facility) and Promenade Park (the "**ProMedica Sign Easement Parcel**"),

along with appropriate easements on and across the Parking Site Park Area for access and utilities to install, maintain, replace, serve and operate the improvements on the ProMedica Sign Easement Parcel. The legal description for the ProMedica Sign Easement Parcel is attached hereto as **EXHIBIT C-4**;

3.2.1.2. ProMedica will retain the right to use the Parking Site Park Area for (i) access to the structure of the Parking Facility for maintenance, repair, and replacement of the Parking Facility, and (ii) for laying and operating, maintaining, repairing and replacing utility facilities (below the surface of the Parking Site Park Area), provided ProMedica will be responsible (at ProMedica's cost) for returning the Parking Site Park Area to its condition immediately prior to such access; and

3.2.1.3. Programming opportunities for ProMedica, which allow ProMedica to reserve use of the Parking Site Park Area consistent with standard and uniform policies adopted by the City for reserving areas of City owned/operated parks.

3.3. **City North Parcel Conveyance.** At the same time the City conveys to ProMedica the Parking Facility Site, the City shall convey to ProMedica, at a zero dollar purchase price, the City North Parcel, excepting that area lying within the boundaries of the vacated closed area of Adams Street (i.e., the approximately northern 66' of the City North Parcel (the "*Exception Parcel*") which Exception Parcel shall be split from the City North Parcel). The City North Parcel, less and except the Exception Parcel, is legally described on **EXHIBIT D-1**. The conveyance of the City North Parcel will be via quitclaim deed and include the appropriate authorizing ordinance. The conveyance will be subject to the following conditions:

3.3.1. Conveyance shall include the area of land that attaches to the City North Parcel from the vacation of Water Street as provided in Section 2.2 above;

3.3.2. Conveyance shall be subject easements for existing structures providing access to underground pedestrian walkways, existing utilities and all underground facilities, including parking, utilities, walkway(s), City utilized storage areas and areas housing electrical systems or components, and use of the City North Parcel by ProMedica shall not interfere with, impinge upon or damage in anyway the underground facility and the components thereof;

3.3.3. Conveyance shall be subject to the reservation of a perpetual, non-exclusive easement reserved for access to and use of the underground loading docks and parking area serving the properties currently occupied by the Grand Plaza Hotel and Imagination Station;

3.3.4. Conveyance shall be subject to any and all rights of a lessee under any existing lease agreement;

- 3.3.5. ProMedica shall maintain the existing turn-around/drop-off area at Summit Street in favor of (for the benefit of) Imagination Station (inclusive of any successor to Imagination Station which utilizes the Imagination Station exclusively for a non-profit, children's science center);
- 3.3.6. Conveyance shall include a right of reversion in favor of the City if the ProMedica Headquarters Development is not substantially completed within three (3) years after the date of the conveyance, subject to force majeure; and
- 3.3.7. Should ProMedica transfer or convey the City North Parcel to a non-affiliated entity (but excluding any conveyance made in connection with tax-credit financing relating to the ProMedica Headquarters Development), ProMedica shall pay to the City an amount equal to the "Fair Market Value" of the Parking Facility Site. "Fair Market Value" will be determined by the average of fair market value of the City North Parcel as of the date of the City's conveyance to ProMedica, reached by two (2) qualified, licensed (in Ohio) commercial appraisers, one each selected by the City and ProMedica.
- 3.4. **Community Walkway Conveyance.** The City and ProMedica will cooperate and execute such conveyances as necessary, at a zero dollar purchase price, to vest as follows:
- 3.4.1. In the City by quit-claim deed, for operation, maintenance and control by the City, the eastern portion of the Steam Plant Site, including the eastern portion of the vacated Adams Street and the eastern approximately 36' of the vacated Madison Avenue, with the east line being the west line of the Maumee River and the westerly line being the west line of the narrowest area of double sidewalk (with the grass area in between) at the north end of the Steam Plant Site, as legally described in **EXHIBIT E-1**; and
- 3.4.2. In ProMedica by quit-claim deed the balance of the area of the Steam Plant Site as legally described in **EXHIBIT E-2**.
- 3.5. **Promenade Park Easement to ProMedica for Driveway.** The City will grant to ProMedica a permanent easement of an area within Promenade Park consisting of approximately thirty feet (30') along the south right-of-way line of the vacated Madison Avenue to permit ProMedica to complete its driveway improvements serving the main public entrance to the Steam Plant Site, as legally described in **EXHIBIT F**.
- 3.5.1. The easement shall be subject to the City's right to access the vacated portion of Madison Ave and the easement area for maintenance of existing underground utilities, inclusive of the storm sewer outfall, and for access to the riverfront for purposes of maintenance, construction or installation related to riverfront improvements and dockage.
- 3.5.2. The easement shall be terminated should the land conveyed by the City to

ProMedica by the vacation of Madison Avenue East of Water Street revert to the City in accord with Section 2.1.3.

- 3.6 **Site Line Restriction Easement for Promenade Park.** To protect the public's and ProMedica's sight lines to the Maumee River and the ProMedica Campus, the City will execute and record a restrictive easement to prohibit vertical development exceeding 10' on an area of the northwest corner of Promenade Park, as legally described in **EXHIBIT G**. This easement shall not restrict the City from installing poles exceeding the height restriction for the purposes of lighting or security or landscaping as part of the Promenade Park plan as the City deems appropriate.
- 3.7 **Timing of Conveyances.** Conveyances under this Section 3 will be made within sixty (60) days from the date ProMedica notifies the City in writing that all conditions precedent to its plans to proceed with the ProMedica Headquarters Development have been satisfied, inclusive of securing ownership of the KeyBank and Steam Plant Sites, securing necessary financing commitments including, but not limited to, historic preservation and new market tax credits, and receipt of necessary governmental approvals to proceed with the ProMedica Headquarters Development including, but not limited to, Toledo Plan Commission approvals and City Council approvals.
- 3.8 **Recording Fees.** The Parties shall be responsible for paying recording fees in accord with local custom.

#### **SECTION 4: PROMENADE PARK IMPROVEMENTS.**

- 4.1 **Mutual Objective to Fund Improvements.** The City and ProMedica agree to collaborate to improve Promenade Park and use best efforts to seek additional funding grants to support funding the costs for Promenade Park improvements (inclusive of improvements at the Parking Site Park Area).
- 4.2 **ProMedica Obligations.** ProMedica will, at ProMedica's cost, restore and improve Promenade Park and the Parking Site Park Area at a cost to ProMedica of at least \$2.0 million (the "*ProMedica Promenade Park Financial Commitment*"), of which at least \$500,000 will be committed to Promenade Park specific improvements (i.e., those improvements specific to Promenade Park as compared to the Parking Site Park Area). The ProMedica Promenade Park Financial Commitment will be used for the following improvements, all as mutually agreed between the City and ProMedica:
  - 4.2.1. Grading and seeding the Parking Site Surface Area, inclusive of installation of trees and additional vegetation, landscaping and hardscaping;
  - 4.2.2. Installation and improvement of the transition area between the Parking Site Park Area and the lower, consistent grade of Promenade Park;
  - 4.2.3. Grading and seeding of Promenade Park, inclusive of the installation of trees and additional vegetation, in order to restore Promenade Park to its condition prior to

commencement of construction at the Parking Facility Site;

- 4.2.4. Landscaping surrounding the Parking Facility to ensure that it is compatible and enhances the esthetic and visual appearance to and from the adjacent Promenade Park;
- 4.2.5. Construction of an entertainment stage (along the lines of an amphitheater) or, in lieu of an entertainment stage, improvement(s) similar in scale and cost to an entertainment stage to be mutually agreed upon by the City and ProMedica based on a design plan for Promenade Park to be adopted by the City; and
- 4.2.6. Concrete walkways as mutually agreed between the City and ProMedica within the Parking Site Surface Area and Promenade Park connecting these areas with Summit Street, the Parking Facility Development, and the Community Walkway along the Maumee River.
- 4.2.7. ProMedica agrees to cooperate with the City to permit and facilitate the installation of and maintenance access for Toledo Police security camera(s) on the Parking Facility that would monitor the Promenade Park and Parking Facility Park Area.

#### 4.3. **City Obligations.**

4.3.1 **Improvements.** The City will, at the City's cost (with the intent that such cost be supported in whole or in part with grants and other outside funding), provide the following improvements within Promenade Park:

4.3.1.1. Lighting and irrigation improvements as desired by the City;

4.3.1.2. Public service improvements (e.g., public restrooms) as reasonably appropriate to serve the users of Promenade Park and the Parking Site Park Area;

4.3.1.3. Additional improvements as determined by the City; and

4.3.1.4. Public utility improvements necessary or appropriate to serve the public improvements, uses, and users of Promenade Park and the Parking Site Park Area.

4.3.2. **Maintenance.** The City will, at the City's expense, keep Promenade Park, along with the Parking Site Park Area, illuminated, clean, and maintained, inclusive of providing reasonable police presence.

4.3.2.1. Should the City's cleaning, illumination, and/or maintenance of Promenade Park and the Parking Site Park Area be deficient in the view of ProMedica, ProMedica may at its option petition the City under its adopt-

a-park program (or under terms similar to the adopt-a-park program as it exists as of the date of the execution of this Agreement) to take over the maintenance of the Parking Site Park Area and or Promenade Park, subject to the City obtaining all necessary approvals and agreements, which it shall use reasonable efforts to obtain.

4.3.2.2. The City and ProMedica agree that, should the proposed ProMedica Campus become part of the Downtown Toledo Improvement District, created pursuant to O.R.C. Chapter 1710 and currently managed by Downtown Toledo Improvement District, Inc., an Ohio nonprofit corporation (“*DTID*”), the City may at its sole option negotiate with DTID for services for the maintenance and upkeep of Promenade Park and the Parking Site Surface Area.

4.4. **Honoring History of Promenade Park.** The City and ProMedica will collaborate to provide appropriate recognition monuments/signs within Promenade Park and the Parking Site Park Area to honor the history of Promenade Park and the Federal Building Site. The City and ProMedica agree that any additional naming rights or commercial signage used for Promenade Park and the Parking Site Park Area, inclusive of any improvements, will be subject to their mutual consent.

## **SECTION 5: PEDESTRIAN WALKWAYS.**

5.1. **Background.** The Pedestrian Walkways provide important and efficient access to pedestrians between office, commercial, hospitality, entertainment, and parking venues along and across Summit Street adjacent to the Riverfront Site and north of the Riverfront Site. In support of the ProMedica Headquarters Development, the City agrees to make improvements, at the City’s expense, to the Pedestrian Walkways and perform ongoing maintenance, subject to the terms of any existing lease agreements with third parties. Where Pedestrian Walkways are located within third-party owned property and/or controlled via easement or otherwise by third-parties, the City will engage in good-faith efforts to secure appropriate agreements in order to ensure that needed improvements as identified by a City inspection are made and to provide for the access and maintenance functions intended under this Agreement.

5.2. **Walkways Identified.** The Riverfront Site is served and linked to adjacent properties and buildings (inclusive of parking facilities) by surface, elevated and underground pedestrian corridors and walkways, including, for the purpose of this Agreement, the following (all as identified on **Exhibit H** attached hereto:

5.2.1. Edison Plaza Building Walkway: elevated, enclosed walkway adjacent to Edison Plaza Building at 300 Madison Avenue (the “*Edison Building Walkway*”);

5.2.2. Manor Care Walkway: elevated, enclosed walkway adjacent to the Manor Care Building at 333 North Summit Street (the “*Manor Care Walkway*”);



- 5.2.3. Summit Street South Walkway: elevated, enclosed walkway crossing Summit Street and connecting the Edison Building Walkway with the KeyBank Site (the “*Summit Street South Walkway*”);
- 5.2.4. Summit Street North Walkway: elevated, enclosed walkway crossing Summit Street and connecting the Four Seagate building with Imagination Station building (the “*Summit Street North Walkway*”);
- 5.2.5. Four SeaGate Concourse: underground concourse connecting the Four Seagate building below Summit Street into the north-south underground concourse between the riverfront hotel (currently the Grand Plaza Hotel) and One SeaGate (the “*Four SeaGate Concourse*”);
- 5.2.6. Vistula Garage Concourse: underground walkway connecting the Vistula Garage, owned by the Toledo-Lucas County Port Authority, below Summit Street, and One Seagate/Fifth Third Bank building (the “*Vistula Garage Concourse*”);
- 5.2.7. One SeaGate Concourse: ground floor (below Summit Street level) walkway within One SeaGate/Fifth Third Bank building and connecting from the Vistula Garage Concourse to the Riverfront Hotel Concourse and Four SeaGate Concourse (the “*One SeaGate Concourse*”);
- 5.2.8. Riverfront Hotel Concourse: ground floor (below Summit Street level) walkway connecting the riverfront hotel (now the Grand Plaza Hotel) to the One SeaGate Concourse and the Four SeaGate Concourse (the “*Riverfront Hotel Concourse*”);
- 5.2.9. Imagination Station Concourse: the street (Summit) level walkway within the Imagination Station building and connecting atrium to the south connecting Imagination Station building to the Riverfront Walkway Concourse, Summit Street North Walkway, and the City North Parcel Concourse (the “*Imagination Station Concourse*”);
- 5.2.10. City North Parcel Concourse: the underground walkway within the City North Parcel connecting the Imagination Station Concourse with the KeyBank Concourse (the “*City North Parcel Concourse*”); and
- 5.2.11. KeyBank Concourse: the underground walkway and stairwell within the KeyBank Site connecting KeyBank Site with the City North Concourse, and the Summit Street South Walkway (the “*KeyBank Concourse*”).

### 5.3. City Commitments.

- 5.3.1. **Repairs and Renovations.** City will use best efforts to repair and renovate the Pedestrian Walkways to include updated finishes, escalator/elevator improvements and repair, and lighting upgrades, and otherwise make updates that complement the quality of the immediate facilities/structures served by the

Pedestrian Walkways (the "*Walkway Renovations*"), excluding those concourses within buildings controlled by third parties absent an agreement with the third parties. The City agrees to spend an amount not to exceed \$160,000 for the Walkway Renovations. The City further agrees to work with and engage the Arts Commission regarding potential additional improvements and restoration of murals within the Pedestrian Walkways. In meeting its commitment under this paragraph, the City shall give priority, in terms of its funding, timing of completion and ability to make aesthetic improvements, to those Pedestrian Walkways as identified in above paragraphs 5.2.8., 5.2.9., 5.2.10., and 5.2.11.

- 5.3.2. **Maintenance.** City agrees to maintain, subject to the terms of existing concourse lease and easement agreements, the Pedestrian Walkways, excluding those concourses within buildings owned or leased by third parties, in good operating condition and repair, inclusive of custodian services to keep the Pedestrian Walkways clean.
- 5.3.3. **Security.** City will install, at its expense, and thereafter maintain, repair, and replace, security cameras and systems within the Pedestrian Walkways consistent with the City's police camera program. City will collaborate with owners/operators of adjoining facilities regarding the potential of shared monitoring. This section shall not apply to those concourses within buildings owned or leased by third parties, absent an agreement, easement or lease specifying the City's control of such concourses or unless a mutual cooperative agreement is reached with such owners or lessees.
- 5.3.4. **Access.** City shall work with adjoining facility owners/operators and ProMedica to ensure, to the extent it may lawfully do so, uninterrupted (in terms of time and space) access through the Pedestrian Walkways, provided, the City and ProMedica in collaboration with adjoining facilities owners will mutually determine appropriate limitations on ingress/egress and thruway access during non-business hours, subject to approval of the Fire Chief or his or her designee.
- 5.3.5. **Owner Collaboration and Cooperation.** The City agrees to use reasonable efforts to direct, engage, assist and involve the owners of the Pedestrian Walkways to collaborate and cooperate in jointly providing for the renovation, repair, maintenance, operation and security of the Pedestrian Walkways (the "*Operation and Maintenance Plan*"), inclusive of the funding of the required costs through an appropriate allocation of such costs to each of the owners (inclusive of the City). Such efforts may include, by way of nonlimiting example, forming an association of such owners (again, inclusive of the City) to administer the Operation and Maintenance Plan and/or subcontracting for some or all of the aspects of the Operation and Maintenance Plan to third-party contractors.

## **SECTION 6: SUMMIT STREET IMPROVEMENT PLAN.**

- 6.1. **Background.** The Parties acknowledge that the area of Summit Street from Washington

Street on the south to Cherry Street on the north (the “*Summit Street Commercial Corridor*”), provides a vital commercial access-way not only to the Riverfront Site, but to venues along and adjacent to the Summit Street Commercial Corridor inclusive of Fifth Third Field, Huntington Center, One SeaGate/Fifth Third Bank building, the Owens Corning world headquarters, Imagination Station, and the two existing downtown hotels – Park Inn and the Grande Plaza Hotel. Summit Street parallels the west bank of the Maumee River and provides a significant north-south circulation route in the downtown area. With this background, the Parties commit to developing and implementing a streetscape improvement plan for this area of Summit Street as follows:

- 6.1.1. **Development of the Summit Street Improvement Plan.** ProMedica, at its expense, will contract for a study to create a Summit Street Improvement Plan (“*SSIP*”) for the Summit Street Commercial Corridor. This SSIP will make recommendations on streetscape improvements, which may include roadway improvements, median island additions/modifications, lighting upgrades, sidewalk improvements and the addition of street trees, plantings, hardscape and other site amenities. ProMedica will ensure the involvement of appropriate City representatives, as designated by the City, in the Summit Street Improvement Plan development process.
- 6.1.2. **City Funding.** The City will endeavor to obtain funding to apply towards the cost of improvements within the Summit Street Commercial Corridor consistent with the SSIP. The City will also pursue grant dollars that may be available to match the City’s commitment. ProMedica will work with the City to pursue grant dollars and private funding to support these improvements.

## **SECTION 7: CITY COMMITMENTS.**

- 7.1. **Restatement of Commitments and Obligations.** The City restates and reaffirms its obligations and commitments described in the preceding Sections of this Agreement, inclusive of its obligations and commitments relating to conveyances, easements, Promenade Park, Pedestrian Walkways and the Summit Street Improvement Plan.
- 7.2. **Parking Facility Development.**
  - 7.2.1. The City, at City’s cost, will relocate all city owned and operated utilities within the Parking Facility Site which interfere with the construction and development of the Parking Facility Development, inclusive of the waterline currently running through the Parking Facility Site, except that ProMedica shall be responsible for the removal such utility lines as the City designates as abandoned in place as part of any excavation or construction for the Parking Facility. Such relocation will be performed and completed consistent with the schedule for constructing and developing the Parking Facility Development.
  - 7.2.2. The City will support the construction, development, operation, maintenance, repair, and, if and when necessary or appropriate, the reconstruction of the

Parking Facility Development by granting appropriate temporary or permanent licenses or access rights, at no cost to ProMedica, as necessary and appropriate to construct, operate, maintain and access the Parking Facility Development.

**7.3. Tax Incentives.**

**7.3.1. Toledo Expansion Incentive (TEI) Program.** The City will enter into a TEI Agreement with ProMedica to provide ProMedica with a grant in an amount equal to 30% of the new City of Toledo withheld income taxes from the net new to Toledo ProMedica jobs at the ProMedica Office Redevelopment (that is taxes generated from jobs/employees relocated to the Office Redevelopment from outside the City). The grant will be payable annually for a period of 10 years, based on the prior year's increase in payroll taxes above the pre-determined baseline, as described in the TEI Program guidelines.

**7.3.2. Community Reinvestment Area (CRA) Program.** The City will enter into a CRA Program agreement with ProMedica for the Riverfront Site improvements (increase in taxable value) created by the ProMedica Headquarters Project providing a real property tax exemption for 100% of the increase in building taxable value for a period of up to 15 years, or such lesser period as determined by ProMedica. ProMedica agrees to provide a payment in lieu of taxes to Toledo City School District ("TCS") acceptable to and approved by TCS and in accord with the applicable law.

**7.4. Governmental Process/Funding Support.** The City will use its best efforts to support ProMedica's applications for state and federal government approvals, funding, or grants as requested by ProMedica and consistent with the Project as described in this Agreement. The City agrees to facilitate and expedite, to the extent legally permissible and reasonable, ProMedica's applications for plan approvals and permits as required by the City Charter and the Toledo Municipal Code pertaining to the ProMedica Headquarters Project.

**7.5. Excavation Bond/Deposit Waiver.** The City shall waive bond and deposit requirements under Toledo Municipal Code Ch. 905 and section 127.05 for street or utility cuts and repairs in and to the City's right-of-way necessary to construction of the ProMedica Headquarters Development.

**7.6. City Council Appropriation.** Commitments and obligations under this Agreement that involve expenditures in future years shall be subject to future appropriations by City Council.

**SECTION 8: PROMEDICA COMMITMENTS.**

**8.1. Capital Investment.** The "ProMedica Headquarters Project" will involve a substantial investment by ProMedica in terms of financial and human resources.

- 8.1.1. ProMedica will expand and renovate the former Steam Plant and renovate the KeyBank Building to create an aggregate of approximately 250,000 square feet of office space at the ProMedica Headquarters Campus.
  - 8.1.2. ProMedica will work cooperatively with the YMCA to locate a YMCA facility within the renovated KeyBank building.
  - 8.1.3. ProMedica will spend at least \$50 million to renovate and construct the ProMedica Campus, including the KeyBank and Steam Plant Site and Parking Facility.
- 8.2. **Jobs.** ProMedica commits to locate as 800 employees at the ProMedica Headquarters Campus, and an additional 200 employees within the central business district. New jobs to Toledo are estimated at 525 employees.
- 8.3. **Payroll.** ProMedica shall have a minimum payroll of \$39 million for jobs located at the ProMedica Campus and within the central business district two years after completion of construction of the Campus.
- 8.4. **Restatement of Commitments and Obligations.** ProMedica restates and reaffirms its obligations and commitments described in the preceding Sections of this Agreement, inclusive of its obligations and commitments relating to conveyances, easements, Promenade Park, Pedestrian Walkways and the Summit Street Improvement Plan.
- 8.5. **Public Access to Parking Facility.** ProMedica agrees that, except for portions of the Parking Facility designated for the exclusive use of users of the ProMedica Campus, the Parking Facility will be available for parking to the general public on weekends and during non-business hours for downtown events.
- 8.6. **Use of City North Parcel.** Until such time as ProMedica desires to modify the City North Parcel to accommodate its needs for the ProMedica Campus, ProMedica will maintain and allow use of the City North Parcel for/by visitors (during their visit) to Imagination Station, inclusive of any successor to Imagination Station, which utilizes the Imagination Station property exclusively for a non-profit, children's science center, and to allow pedestrian access to the riverfront Community Walkway.
- 8.7. **Local Minority, Women & Veteran-Owned Business Enterprise Participation.** ProMedica has an ongoing commitment to minority and women inclusion and diversity in its workforce and among its contractors (the "*Minority and Women Diversity Initiative*"). ProMedica will, in good faith, extend its Minority and Women Diversity Initiative to minority-owned business enterprises ("*MBE*"), women-owned business enterprises ("*WBE*") and veteran-owned business enterprises ("*VBE*") in connection with the ProMedica Headquarters Development to maximize the opportunities for local MBE, WBE and VBE contractors to compete for and participate in contract and subcontract work related to the construction of the ProMedica Headquarters Development with the goal that participation by MBE, WBE or VBE contractors located within Lucas

County or any adjoining county shall constitute collectively at least 15% of the total contracted construction costs. ProMedica agrees to document and share with the City its MBE, WBE and VBE participation in the project.

- 8.8. **Downtown Special Improvement District (DTID).** ProMedica agrees to petition (or support a petition to recertify) to have the ProMedica Campus included within the Downtown Toledo Special Improvement District (O.R.C. Chapter 1710). The City agrees to support this addition to the DTID.
- 8.9. **Permits and Plan Approvals.** ProMedica agrees to abide by the requirements, related to zoning, plan approvals, building codes, and permits, of the City Charter and Municipal Code.
- 8.10. **Diversified Contractors Accelerator Program (DCAP).** ProMedica agrees to advance (lend) \$200,000 to DCAP, administered by the Toledo-Lucas County Port Authority -- \$100,000 upon the City's completion of its conveyances described in Section 3 of this Agreement (the "Conveyance Closing Date"), and \$100,000 on the first anniversary of the Conveyance Closing Date, which advance shall be repaid by the Port Authority to ProMedica, without interest on the earlier of (i) the expiration of the DCAP, or (ii) the fifth (5<sup>th</sup>) anniversary of the Conveyance Closing Date, subject to ProMedica's right to renew such commitment for an additional five (5) year term.

## **SECTION 9: PROPRIETARY INFORMATION, NON-DISCLOSURE AND PUBLIC RECORDS.**

- 9.1. **Proprietary and Nonpublic Nature of ProMedica Documents.** The City agrees as follows with respect to any document, instrument, record or communication, regardless of its form, created by or in the possession of ProMedica, as it relates, directly or indirectly, to the purposes and intent of this Agreement, any agreement executed in connection herewith, or any of the actions, agreements, or commitments contained herein or therein (a "*ProMedica Document*"):
  - 9.1.1. Nondisclosure by City. Until ProMedica intentionally releases and delivers to the City or any other "Public Office" as defined in O.R.C. Section 149.011(A), a ProMedica Document deemed by ProMedica to contain confidential trade secrets and so marked, and then only (a) to the extent consented to by ProMedica in accordance with this Paragraph 11.A.i, or (b) required by Order of a court of competent jurisdiction, the ProMedica Document will be deemed proprietary and confidential to ProMedica, and will not be disclosed to the public or any third party by the City. When a ProMedica Document reasonably believed by ProMedica to be a confidential trade secret as defined by Ohio law is being delivered to the City or other "Public Office" as defined in O.R.C. Section 149.011(A), it will be stamped by the sender "Confidential/Trade Secret" or with words of similar import. In the event that any third party attempts to obtain access to or copies of such a document pursuant to a public records request under O.R.C. Section 149.43, a subpoena, a judicial proceeding, or otherwise, the public

office from whom the document is requested will provide prompt notice to ProMedica. Within two (2) business days after such notice, ProMedica will advise the party from whom it received notice in writing whether ProMedica intend(s) to seek a court order to limit or prohibit the disclosure. In the event that ProMedica does not notify the City of its objection to such disclosure, ProMedica will be deemed to have consented to the disclosure. If ProMedica informs the City of its objections to the proposed disclosure and has timely sought a protective order or other judicial relief, the City will not disclose such materials before the court has had an opportunity to hear and rule on the application of ProMedica. In the event the ruling requires the disclosure of the ProMedica Document or any portion thereof, ProMedica will have five (5) business days from the date of said ruling to notify the City in writing of its intent to appeal the ruling. If notified, the City will not disclose the ProMedica Document until a final determination on the appeal has been rendered and no further appeals are available. At such time, or if ProMedica does not timely notify the City of its intent to appeal, then the City will be entitled to disclose the ProMedica Document in accordance with such judicial order. ProMedica agrees to indemnify and hold harmless the City from any costs of litigation, including penalties, fines, and attorney and court costs, incurred by the City as a result of its compliance with this paragraph.

9.1.2. Nonpublic Record. Nothing herein will be deemed a concession or agreement by ProMedica to the submission by either of them of any ProMedica Document to the provisions of Chapter 149 of the Ohio Revised Code as a “Record” as defined in O.R.C. Section 149.011(G); and

- 9.2. **Nonapplicability of Sunshine Law (O.R.C. §121.22) to ProMedica.** Nothing herein will be deemed a concession or agreement by ProMedica that its execution and delivery of this Agreement, or the receipt by ProMedica of any direct or indirect benefits therefrom, or the carrying out by ProMedica of any of their respective commitments or obligations herein or therein will render ProMedica as “Public Body” under O.R.C. Section 121.22(B)(1) for purposes relating to any agreement executed in connection herewith, or any other purpose whatsoever.
- 9.3. **Applicability of Sunshine Law to City of Toledo.** ProMedica acknowledges that City is subject to Ohio Revised Code (ORC) Section 149.43 (the “Public Records Act”) that requires political subdivisions of the State to grant public access to information about the affairs of government and the official acts of public officials and employees. Disclosure under the Public Records Act is subject to certain exemptions, including an exemption that protects trade secret information from release. “Trade secrets” are protected in the State by operation of ORC sections 1333.61 to 1333.69 of the Ohio Revised Code (the “Trade Secrets Act”). The Trade Secrets Act, Section 1333.61(D), defines “trade secret” as follows:

“Trade secret” means information, including the whole or any portion or phase of any scientific, or technical information, design,

process, procedure, formula, patter, compilation, program, device, method, technique, or improvement, or any business information or plans, financial information, or listing of names, addresses, or telephone numbers, that satisfies both of the following:

(1) It derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper mean by, other persons who can obtain economic value from its disclosure or use; and

(2) It is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

The City shall not be obligated to maintain in confidence any information that is not a trade secret including information that is publicly known or becomes publicly known through no fault of the City, or that comes to the City from a third party in a manner not in violation of any obligation of confidentiality by such third party to ProMedica.

9.4. **Acknowledged Public Record.** ProMedica and the City acknowledge that this Agreement with all attachments and exhibits is and shall be public record subject to disclosure. ProMedica and the City acknowledge that all applications made to the City for related to zoning, plan approvals, grants, tax incentives and permits are and shall be public records subject to disclosure.

#### **SECTION 10: LIABILITY AND INDEMNIFICATION.**

10.1. **Construction of Improvements.** As against ProMedica, and subject to ORC 2744, the City shall be solely liable for all claims, liabilities, damages or losses of any kind or nature arising out of or related to the actions or omissions of the City, its employees, agents and contractors related to the construction of any public improvements by the City. The requirements of this paragraph shall not be deemed to limit ProMedica's or the City's ability to recover any such costs against third parties. The provision of this paragraph shall survive the expiration or termination of this Agreement.

10.2. **Construction of Project.** ProMedica agrees that the City shall not be liable for any delay, inconvenience, or interference with construction of the Redevelopment caused by or arising from the construction of improvements. As against the City, and to the extent permitted by law, ProMedica shall be liable to the City for all claims, liabilities, damages or losses of any kind or nature against the City arising out of or related to the actions or omissions of ProMedica, its employees, agents and contractors related to the construction of the ProMedica Headquarters Development. The requirements of this paragraph shall not be deemed to limit ProMedica's or the City's ability to recover any such costs against third parties. The provisions of this paragraph shall survive the expiration or termination of this Agreement.

#### **SECTION 11: FINANCING PROVISIONS AND OWNERSHIP STRUCTURE.**



- 11.1. **Affiliated Entities.** In connection with the acquisition, development, use, and operation of the ProMedica Campus, ProMedica may, either in connection with its financing for all or a portion of the Downtown Headquarters Development, or for purposes relating to the best interests of its business, take title to, cause title to be taken by, or otherwise use and occupy all or any portion of the ProMedica Campus and/or Parking Facility Site by one or more of its affiliates.
- 11.2. **Tax Credit Financing.** In connection with the acquisition, development and financing of the ProMedica Campus and/or the Parking Facility Development, ProMedica may for the purpose of utilizing tax credit financing (e.g., Federal or State Historic and/or New Market Tax Credits), cause title to any of the real estate to be conveyed herein to be taken by a related or unrelated third party.
- 11.3. **Parking Facility Development.** In connection with the acquisition, development, financing, use and operation of the Parking Facility Development, ProMedica may take title to, cause title to be taken by (a) one or more of its affiliates, and/or (b) the Toledo-Lucas County Port Authority, or a governmental or quasi-governmental organization or a non-profit organization approved in advance by the City of Toledo (which approval will not be unreasonably withheld).
- 11.4. **Conveyances to be Made as Directed.** All Conveyances, easements, vacations, and other real property transactions described in this Agreement to be made by the City to and for the benefit of ProMedica shall be made as directed by ProMedica and consistent with this Agreement. No such transaction with and/or for the benefit of a party identified in this Section 11 shall create and trigger the City's repurchase rights under Sections 3.1.3 and 3.3.8, so long as ProMedica receives no cash consideration other than the assumption of indebtedness used to finance the ProMedica Campus or Parking Facility improvements. Nothing herein shall be construed to diminish any rights the City has under law or this Agreement.

## **SECTION 12: MISCELLANEOUS.**

- 12.1. **Notices.** Any notice or other communication required or permitted hereunder will be in writing and will be deemed sufficiently given if: (a) delivered personally; (b) sent by registered or certified U.S. Mail, return receipt requested, postage prepaid; (c) sent by a national overnight delivery service (e.g., Federal Express); or (d) sent by facsimile, provide that confirmation of facsimile is sent by regular or other reasonable means, in each instance addressed, sent for delivery or delivered personally as follows:

### **If to ProMedica:**

1801 Richards Road  
Toledo, Ohio 43607  
Attention: Jeffrey C. Kuhn, Esq.,  
Chief Legal Officer/General  
Counsel and Chief

Construction and Property  
Management Officer

**If to City:**

Mayor, City of Toledo  
One Government Center, Suite 2200  
Toledo, Ohio 43604

**With Copy To:**

Law Department  
One Government Center, Suite 2250  
Toledo, Ohio 43604  
Attention: Law Director

or to such other address or to the attention of such other person as will be furnished by like notice to the other Party. Any such notice or communication personally delivered or sent by facsimile will be deemed to have been given when received, and any such notice or communication sent by U.S. Mail will be deemed to have been given on the earlier of the actual date of receipt or three (3) days after the date of duly sending same, and any such notice or communication will delivered by overnight courier will be deemed delivered the day after deposit with such courier provided such deposit was made in time, in accordance with terms of such courier, for such courier to make delivery the following day otherwise the date the courier was to have made delivery in accordance with its terms.

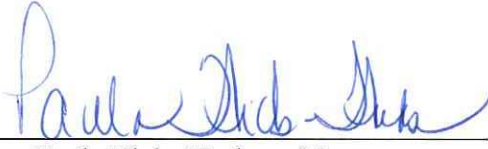
- 12.2. **Captions.** Captions in this Agreement are included for convenience of reference only, are not a part of this Agreement, and will not be used in interpreting or construing this Agreement.
- 12.3. **Time.** In computing any period of time prescribed by this Agreement, the day of the act, event, or default from which the designated period of time begins to run will not be included. The last day of the period so computed will be included, unless it is a Saturday a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not one of the aforementioned days.
- 12.4. **Counterparts.** Several copies of this Agreement may be executed by all of the Parties and will be deemed fully executed and binding on the Parties when each Party has signed one of the counterpart copies, notwithstanding that all Parties have signed all counterpart copies. Once each Party has signed at least one counterpart copy of this Agreement, all executed copies of this Agreement constitute one and the same Agreement, binding upon all parties, regardless of whether any one or more executed copies do not contain the signatures of all Parties.
- 12.5. **Construction of Agreement.** This Agreement has been prepared jointly by each Party and their respective professional advisors. Each Party and their respective advisors believe that this Agreement is the product of all of their efforts, it expresses their understanding and agreement, and, therefore, this Agreement shall not be interpreted in favor of or against any Party merely because of the extent of their efforts in preparing it.

- 12.6. **Governing Law.** This Agreement shall be governed by and interpreted under the laws of the State of Ohio, and any action or proceeding arising from this Agreement shall be commenced in a court of competent jurisdiction located in Lucas County, Ohio.
- 12.7. **Non-Discrimination.** Consultant agrees that it will not discriminate against any customer, employee or applicant for employment because of race, ancestry, religion, color, sex, age, national origin or disability, or other legally protected status.
- 12.8. **Assignment/Compliance with Law.** Neither party may assign or transfer rights and obligations under this Agreement without the written consent of the other party. Each party agrees that it will perform its obligations in accordance with all applicable Ohio laws, rules, and regulations now or hereinafter in effect.
- 12.9. **Exhibits Incorporated.** All Exhibits attached hereto are incorporated as part of this Agreement.
- 12.10. **Entire Agreement.** This Agreement, including any subsequent amendments, contains all representations and the entire understanding of the agreement between the parties. No changes to this Agreement shall be valid unless made by a written amendment executed and approved by the parties. Time is of the essence of this Agreement. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.
- 12.11. **Authority to Execute.** The signatory or signatories hereto on behalf of ProMedica and the City warrant(s) and represent(s) that they have the power and authority to enter into this Agreement and have been duly authorized to execute this Agreement.

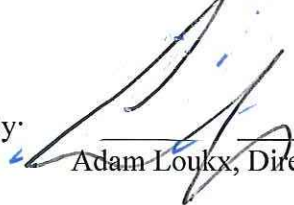
**[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]  
[SIGNATURE PAGE FOLLOWS NEXT]**

IN WITNESS WHEREOF, each Party to this Agreement has caused this Agreement to be executed by their duly authorized representative intending the same to be effective on the "Effective Date" set forth above.

**CITY OF TOLEDO**

By:   
Paula Hicks-Hudson, Mayor


**APPROVED AS TO FORM**

By:   
Adam Loukx, Director of Law

**APPROVED AS TO CONTENT**

By:   
Matthew Sapara, Director of Economic Development

**PROMEDICA HEALTH SYSTEM, INC.**

By:   
Randy Oostra, DM, FACHE  
President and CEO

## LIST OF EXHIBITS

EXHIBIT	SECTION	DESCRIPTION
A-1	1.3; 1.6	Riverfront Site Plan which shows: <ul style="list-style-type: none"> <li>• Federal Building Site</li> <li>• City South Parcel adjacent to the Federal Building Site</li> <li>• Summit Street Park Area (this is the Federal Building Site and the City South Parcel adjacent to the Federal Building Site)</li> <li>• Promenade Park</li> <li>• Steam Plant Site</li> <li>• KeyBank Site</li> <li>• City North Parcel</li> </ul>
A-2	1.3; 1.6	Riverfront Site Plan which shows: <ul style="list-style-type: none"> <li>• Parking Facility Site</li> <li>• ProMedica Campus (this is the Steam Plant Site, KeyBank Site, City North Parcel, and all vacated rights of way but excluding the Community Walkway and Adams Street Access Corridor)</li> </ul>
B-1	2.1	Madison Avenue vacation between Water Street and Maumee River
B-2	2.2	Water Street vacation between Madison Avenue and Imagination Station property
B-3	2.3	Adams Street vacation between Water Street and the Maumee River
B-4	2.4	Jefferson Avenue reopening/rededication parcel east of Water Street
C-1	3.1	Parking Facility Site (this is the area of the above-ground and below-ground Parking Facility)
C-2	3.1.1	Area of the above ground Parking Facility – this area will be restricted in terms of limiting the location of the above-ground improvements of the Parking Facility
C-3	3.2	Parking Site Park Area – this area of the “park” will be conveyed to the City via easement

EXHIBIT	SECTION	DESCRIPTION
C-4	3.2.1.1	ProMedica Sign Easement Parcel – this is the approximately 30' x 30' area at the northwest corner of the Parking Site Park Area reserved by ProMedica for signage for the ProMedica Campus and Parking Facility Development
D-1	3.3	City North Parcel – legal description
E-1	3.4.1	Community Walkway – legal description (from Imagination Station to north line of Promenade Park)
E-2	3.4.2	Steam Plant Site – legal description – this is the Steam Plant Site <u>less</u> the Community Walkway (Exhibit E-1)
F	3.5	ProMedica Driveway Easement (30') in Promenade Park adjacent to Madison Avenue (vacated) – legal description
G	3.6	View Corridor in Promenade Park (this is the sight-line negative easement) – legal description
H	5.2	Site Plan showing Pedestrian Walkways: <ul style="list-style-type: none"> <li>• Edison Building Walkway</li> <li>• Manor Care Walkway</li> <li>• Summit Street South Walkway</li> <li>• Summit Street North Walkway</li> <li>• Four SeaGate Concourse</li> <li>• Vistula Garage Concourse</li> <li>• One SeaGate Concourse</li> <li>• Riverfront Hotel Concourse</li> <li>• Imagination Station Concourse</li> <li>• City North Parcel Concourse</li> <li>• KeyBank Concourse</li> </ul>

## **EXHIBIT A**

A-1 SECTION 1.3; 1.6 Riverfront Site Plan which shows

- Federal Building Site
- City South Parcel adjacent to the Federal Building Site
- Summit Street Park Area (this is the Federal Building Site and the City South Parcel adjacent to the Federal Building Site)
- Promenade Park
- Steam Plant Site
- KeyBank Site
- City North Parcel

A-2 Section 1.3; 1.6 Riverfront Site Plan which shows:

- Parking Facility Site
- ProMedica Campus (this is the Steam Plant Site, KeyBank Site, City North Parcel, and all vacated rights of way but excluding the Community Walkway and Adams Street Access Corridor)

EXHIBIT A-1  
 RIVERFRONT SITE PLAN  
 (CURRENT CONDITIONS)

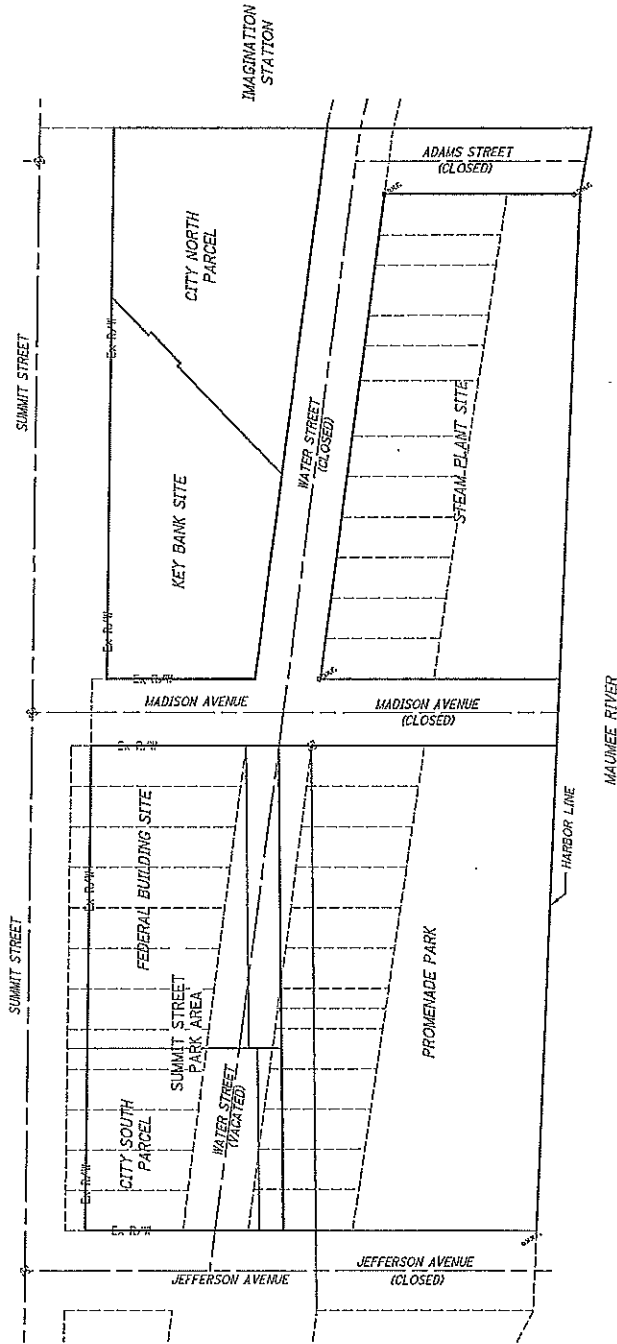
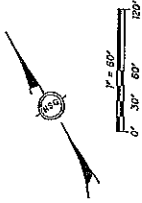
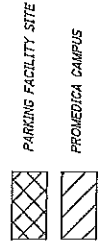
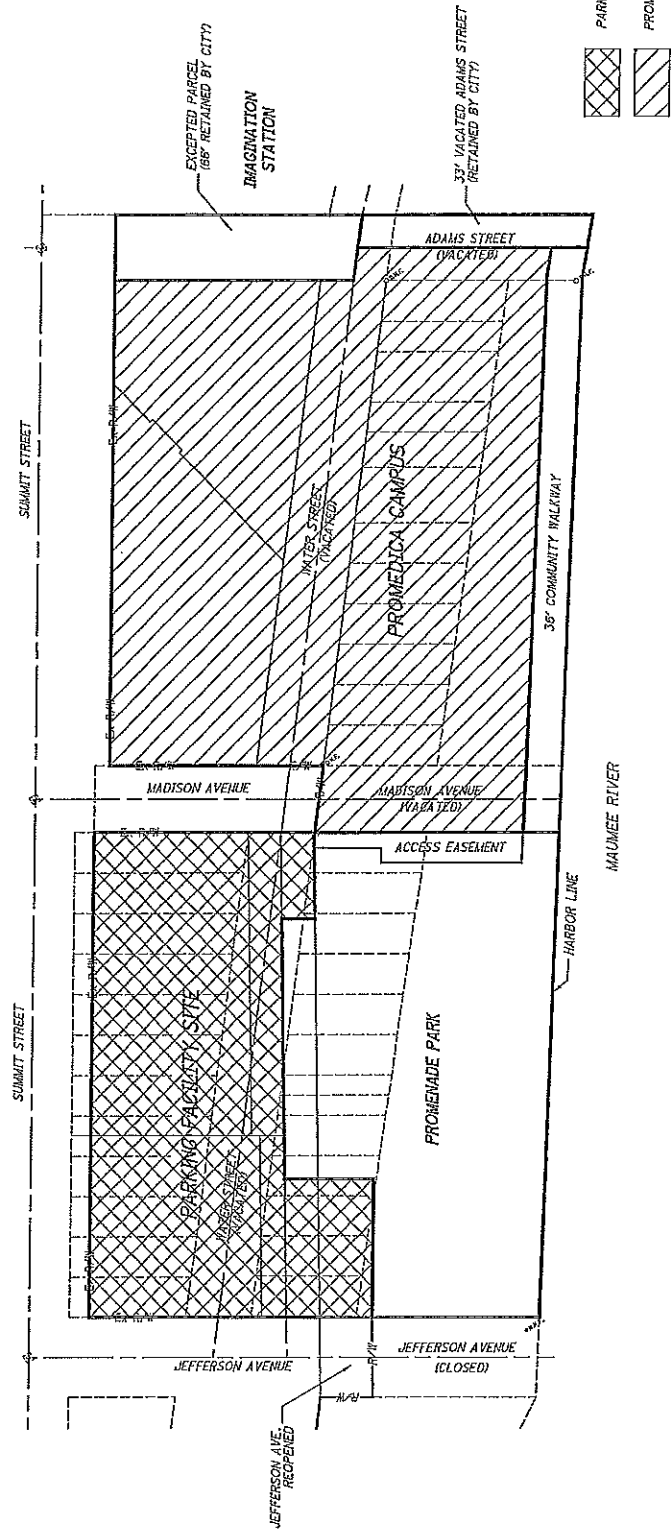
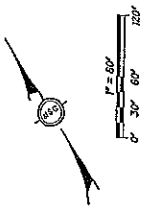




EXHIBIT A-2  
 RIVERFRONT SITE PLAN  
 (AFTER CONVEYANCE PER DEVELOPMENT AGREEMENT)

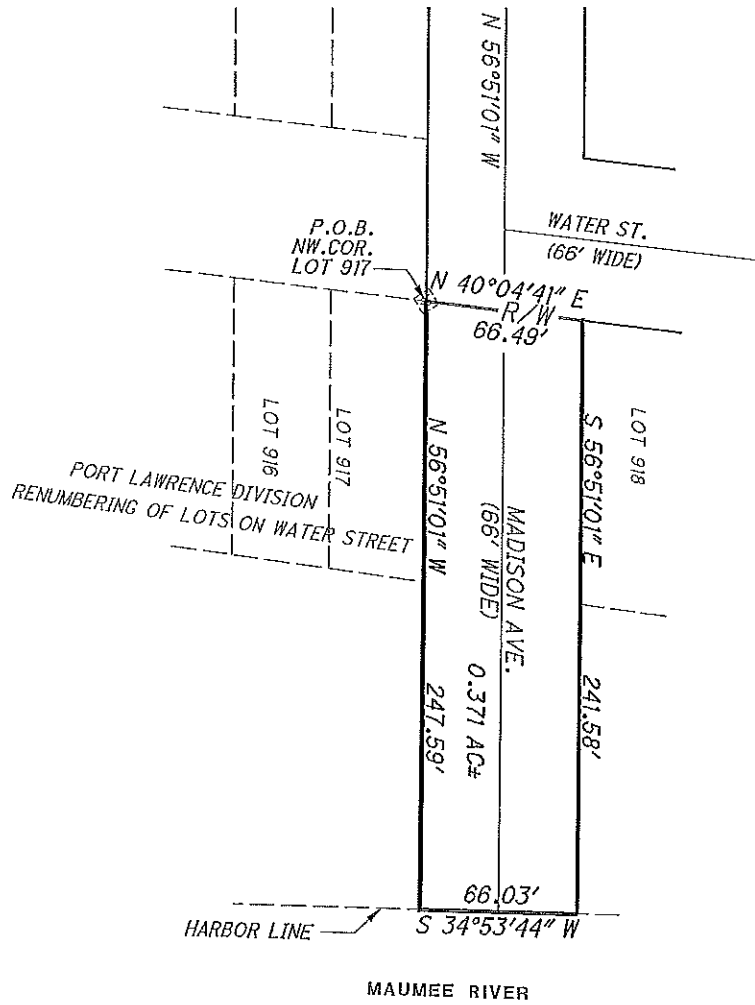
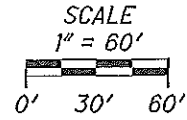


## **EXHIBIT B**

- |     |             |   |
|-----|-------------|---|
| B-1 | Section 2.1 | Madison Avenue vacation between Water Street and Maumee River                 |
| B-2 | Section 2.2 | Water Street vacation between Madison Avenue and Imagination Station property |
| B-3 | Section 2.3 | Adams Street vacation between Water Street and the Maumee River               |
| B-4 | Section 2.4 | Jefferson Avenue reopening/rededication parcel east of Water Street           |

# EXHIBIT B-1 STREET VACATION OF

MADISON AVENUE FROM WATER STREET TO MAUMEE RIVER,  
CITY OF TOLEDO, LUCAS COUNTY, OHIO



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**JAMES A. BROADWAY, P.S.**  
LICENSED PROFESSIONAL SURVEYOR  
OHIO LICENSE NO. 6909  
DATE: 03/03/2015  
JOB NUMBER: P1250005



1800 INDIAN WOOD CIRCLE  
MAUMEE, OHIO 43537  
TEL: (419) 891-2222  
FAX: (419) 891-1595

**EXHIBIT B-1**  
**STREET VACATION**  
**OF**

**MADISON AVENUE FROM WATER STREET TO MAUMEE RIVER,  
CITY OF TOLEDO, LUCAS COUNTY, OHIO**

**MADISON AVENUE VACATION**

**LEGAL DESCRIPTION**

All that part of Madison Avenue within the Port Lawrence Division lying between Water Street and the Maumee River, City of Toledo, Lucas County, Ohio, bounded and described as follows:

BEGINNING at the northwesterly corner of Lot 917 of the Port Lawrence Division as per map of the renumbering of lots on Water Street recorded in Volume 2A of Plats, page 42, said point also being the intersection of the southwesterly right of way line of Madison Avenue and with the southeasterly right of way line of Water Street;

1. Thence North 40 degrees 04 minutes 41 seconds East a distance of 66.49 feet, along said southeasterly right of way line of Water Street to the southwesterly corner of Lot 918 of said Port Lawrence Division as per map of the renumbering of lots on Water Street and the northeasterly right of way line of Madison Avenue;
2. Thence South 56 degrees 51 minutes 01 seconds East a distance of 241.58 feet, along said northeasterly right of way line of Madison Avenue to the Harbor Line of the Maumee River;
3. Thence South 34 degrees 53 minutes 44 seconds West a distance of 66.03 feet, along said Harbor Line to the southwesterly right of way line of Madison Avenue;
4. Thence North 56 degrees 51 minutes 01 seconds West a distance of 247.59 feet, along said southwesterly right of way line of Madison Avenue to the POINT OF BEGINNING, containing 0.371 acres, more or less. Subject to all highways, easements and restrictions of record.

This description was prepared by The Mannik Smith Group on March 4, 2015 and is based on a survey of the premises.

Bearing control is based on Ohio State Plane, North zone, NAD83 (2011) Adjustment.

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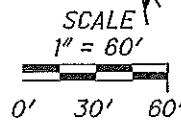
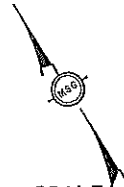
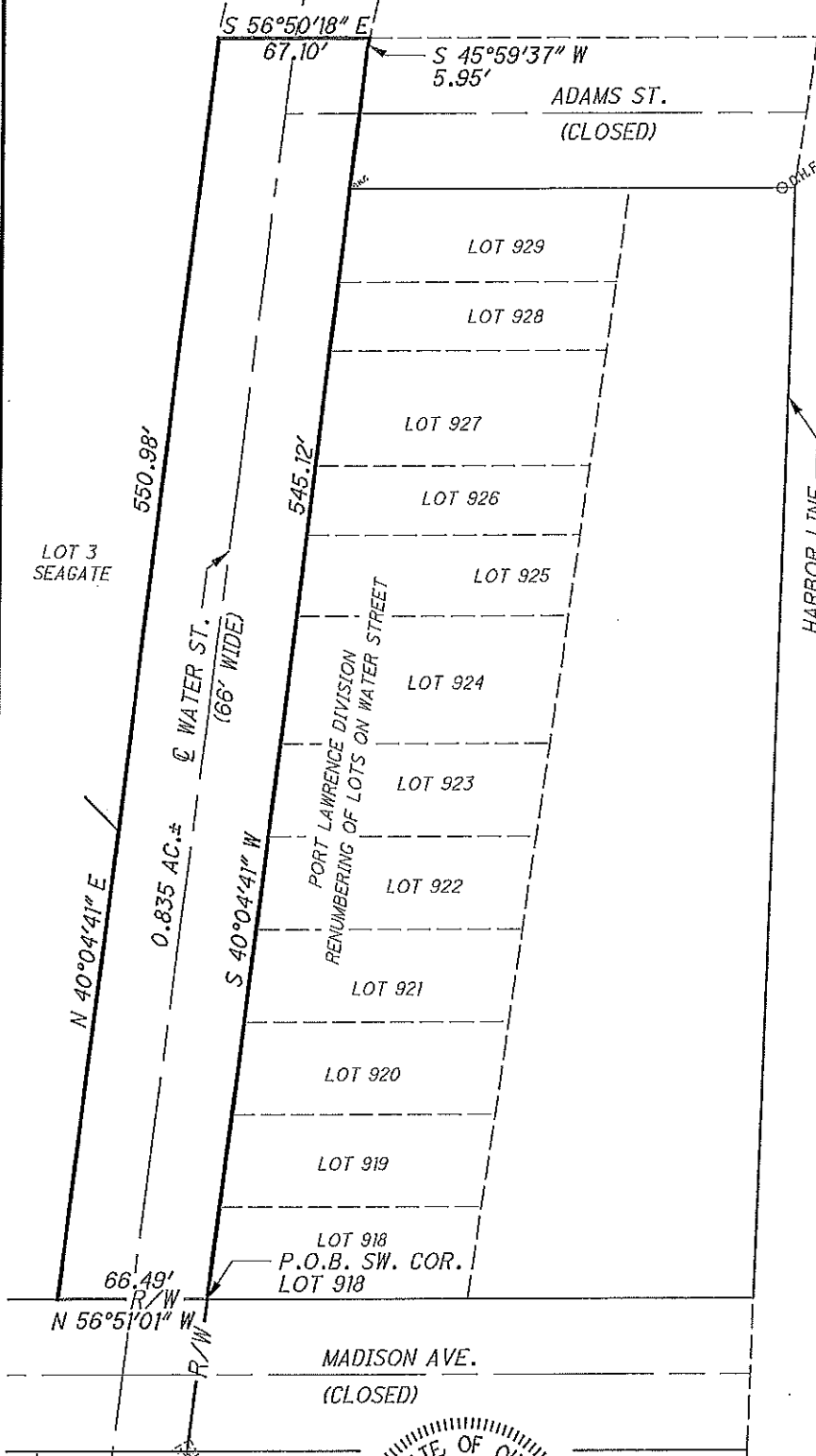


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# EXHIBIT B-2 STREET VACATION OF

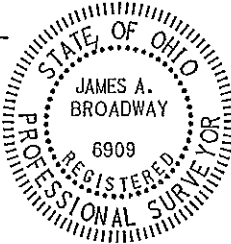
SHEET 1 OF 2

WATER STREET FROM ADAMS STREET TO MADISON STREET,  
CITY OF TOLEDO, LUCAS COUNTY, OHIO



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**JAMES A. BROADWAY, P.S.**  
LICENSED PROFESSIONAL SURVEYOR  
OHIO LICENSE NO. 6909  
DATE: 03/03/2015  
JOB NUMBER: P1250005



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## EXHIBIT B-2 STREET VACATION OF

*WATER STREET FROM ADAMS STREET TO MADISON STREET,  
CITY OF TOLEDO, LUCAS COUNTY, OHIO*

### WATER STREET VACATION

#### LEGAL DESCRIPTION

All that part of Water Street within the Port Lawrence Division lying between Madison Avenue and Adams Street, City of Toledo, Lucas County, Ohio, bounded and described as follows:

BEGINNING at the southwesterly corner of Lot 918 of the Port Lawrence Division as per map of the renumbering of lots on Water Street recorded in Volume 2A of Plats, page 42, said point also being the intersection of the northeasterly right of way line of Madison Avenue and with the southeasterly right of way line of Water Street;

1. Thence North 56 degrees 51 minutes 01 seconds West a distance of 66.49 feet, along the northeasterly right of way line of Madison Avenue to the southeasterly corner of Lot 3 of the plat of Seagate on the northwesterly right of way line of Water Street;
2. Thence North 40 degrees 04 minutes 41 seconds East a distance of 550.98 feet, along said northwesterly right of way line of Water Street to its intersection with the northeasterly right of way line of Adams Street at the southeasterly corner of Lot 3 of Seagate;
3. Thence South 56 degrees 50 minutes 18 seconds East a distance of 67.10 feet, along said northeasterly right of way line of Adams Street to the southeasterly right of way line of Water Street;
4. Thence South 45 degrees 59 minutes 37 seconds West a distance of 5.95 feet, along said southeasterly right of way line of Water Street to an angle point in said line;
5. Thence South 40 degrees 04 minutes 41 seconds West a distance of 545.12 feet, along said southeasterly right of way line of Water Street to the POINT OF BEGINNING, containing 0.835 acres, more or less. Subject to all highways, easements and restrictions of record.

This description was prepared by The Mannik Smith Group on April 2, 2015 and is based on a survey of the premises.

Bearing control is based on Ohio State Plane, North zone, NAD83 (2011) Adjustment.



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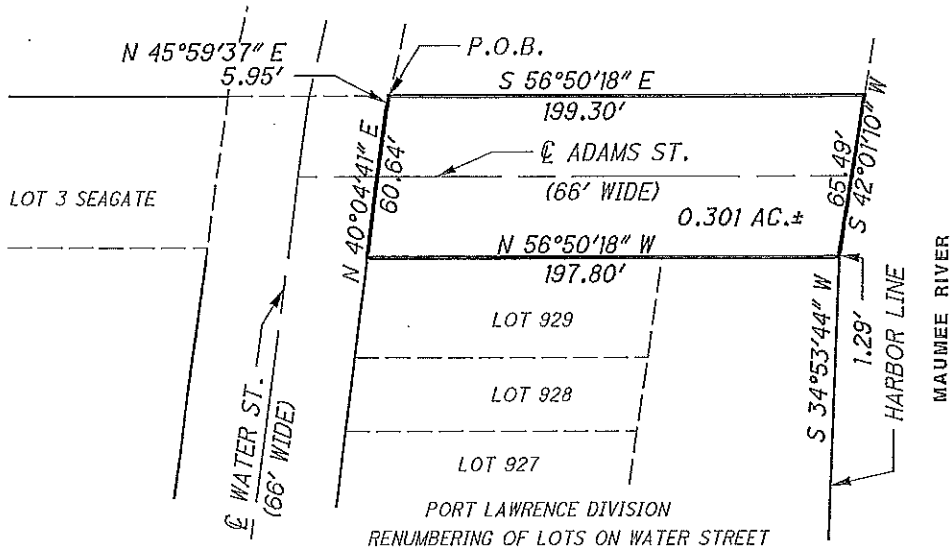
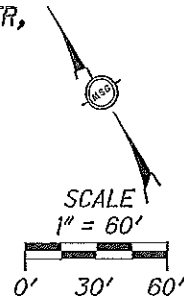
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# EXHIBIT B-3 STREET VACATION

SHEET 1 OF 2

OF  
ADAMS STREET FROM SEAGATE SUBDIVISION TO MAUMEE RIVER,  
CITY OF TOLEDO, LUCAS COUNTY, OHIO



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**JAMES A. BROADWAY, P.S.**  
 LICENSED PROFESSIONAL SURVEYOR  
 OHIO LICENSE NO. 6909  
 DATE: 03/03/2015  
 JOB NUMBER: P1250005



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 MAUMEE, OHIO 43537  
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 FAX: (419) 891-1595

**EXHIBIT B-3**  
**STREET VACATION**  
 OF  
**ADAMS STREET FROM SEAGATE SUBDIVISION TO MAUMEE RIVER,**  
**CITY OF TOLEDO, LUCAS COUNTY, OHIO**

**ADAMS STREET VACATION**

**LEGAL DESCRIPTION**

All that part of Adams Street within the Port Lawrence Division lying between the northwesterly right of way line of Water Street and the Maumee River, City of Toledo, Lucas County, Ohio, bounded and described as follows:

BEGINNING at the intersection of the northeasterly right of way line of Adams Street and with the southeasterly right of way line of Water Street;

1. Thence South 56 degrees 50 minutes 18 seconds East a distance of 199.30 feet, along the northeasterly right of way line of Adams Street to the Harbor Line of the Maumee River;
2. Thence South 42 degrees 01 minutes 10 seconds West a distance of 65.49 feet, along said Harbor line to an angle point in said Harbor Line;
3. Thence South 34 degrees 53 minutes 44 seconds West a distance of 1.29 feet continuing along said Harbor Line to the southwesterly right of way line of said Adams Street;
4. Thence North 56 degrees 50 minutes 18 seconds West a distance of 197.80 feet, along said southwesterly right of way line of Adams Street to a point on the southeasterly right of way line of Water Street;
5. Thence North 40 degrees 04 minutes 41 seconds East a distance of 60.64 feet, along said southeasterly right of way line of Water Street to an angle point in said line;
6. Thence North 45 degrees 59 minutes 37 seconds East a distance of 5.95 feet, continuing along said southeasterly right of way line of Water Street to the POINT OF BEGINNING, containing 0.301 acres, more or less. Subject to all highways, easements and restrictions of record.

This description was prepared by The Mannik Smith Group on April 2, 2015 and is based on a survey of the premises.

Bearing control is based on Ohio State Plane, North zone, NAD83 (2011) Adjustment.

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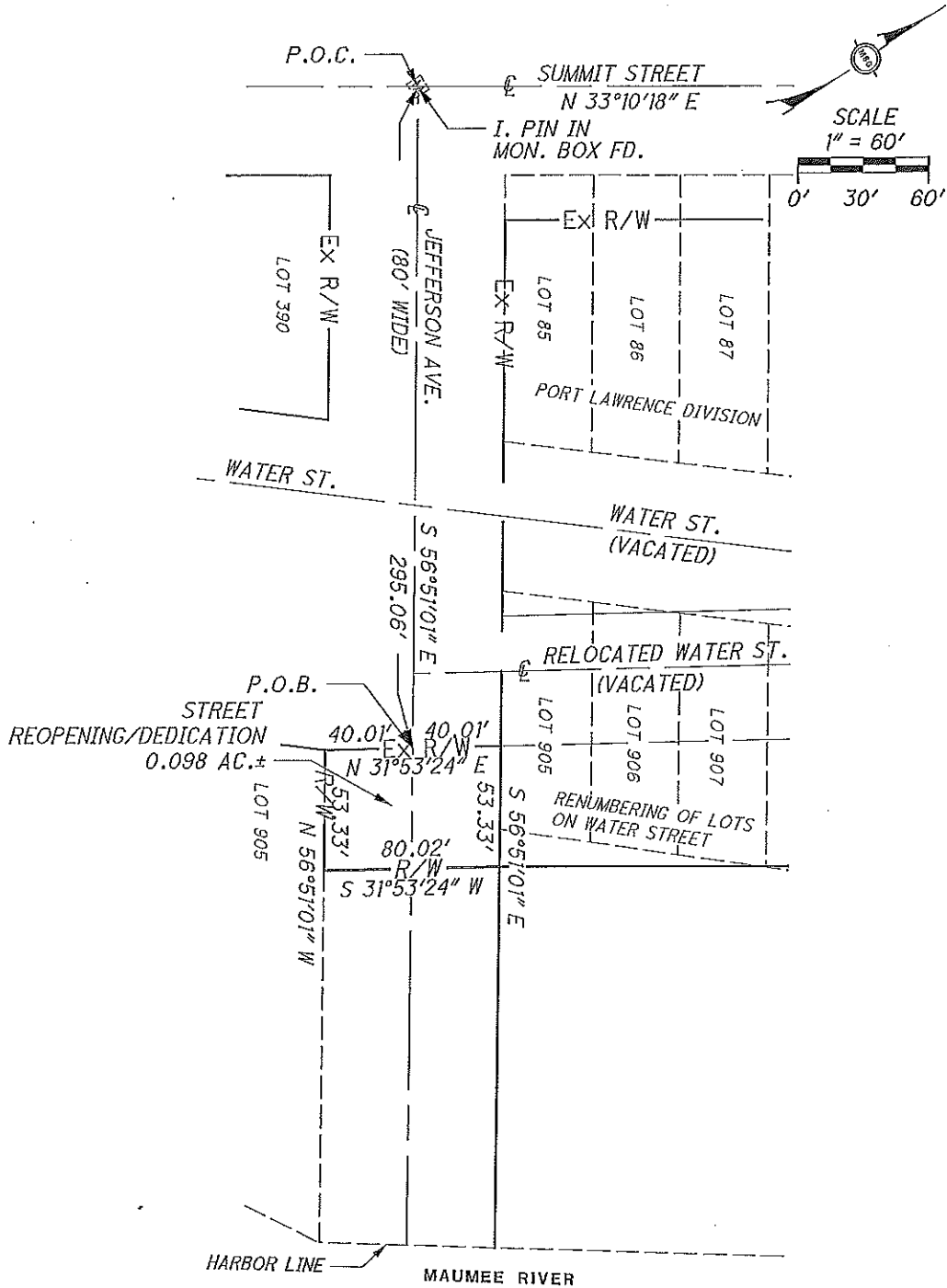
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# EXHIBIT B-4 STREET REOPENING/DEDICATION OF

## JEFFERSON AVENUE SOUTHEAST FROM RELOCATED WATER STREET, CITY OF TOLEDO, LUCAS COUNTY, OHIO



4/1/2015 1:41:53 PM

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**JAMES A. BROADWAY, P.S.**  
 LICENSED PROFESSIONAL SURVEYOR  
 OHIO LICENSE NO. 6909  
 DATE: 03/03/2015  
 JOB NUMBER: P1250005



1800 INDIAN WOOD CIRCLE  
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**EXHIBIT B-4**  
**STREET REOPENING/DEDICATION**  
 OF  
**JEFFERSON AVENUE SOUTHEAST FROM RELOCATED WATER STREET,**  
**CITY OF TOLEDO, LUCAS COUNTY, OHIO**

**JEFFERSON AVENUE DEDICATION**

**LEGAL DESCRIPTION**

All that part of Jefferson Avenue (now closed) within the Port Lawrence Division lying southeasterly of the southeasterly right of way line of Relocated Water Street, City of Toledo, Lucas County, Ohio, bounded and described as follows:

COMMENCING at an iron pin in a monument box found at the intersection of the centerline of said Jefferson Avenue (80 feet wide) with the centerline of Summit Street;

1. Thence South 56 degrees 51 minutes 01 seconds East a distance of 295.06 feet along said centerline of Jefferson Avenue, to a point on the existing southeasterly right of way line of relocated Water Street and being the TRUE POINT OF BEGINNING;
2. Thence North 31 degrees 53 minutes 24 seconds East a distance of 40.01 feet, along said existing southeasterly right of way line of relocated Water Street, to a point on the northeasterly right of way line of Jefferson Avenue;
3. Thence South 56 degrees 51 minutes 01 seconds East a distance of 53.33 feet, along said northeasterly right of way line of Jefferson Avenue to a point;
4. Thence South 31 degrees 53 minutes 24 seconds West a distance of 80.02 feet, across said Jefferson Avenue (now closed) to a point on the southwesterly right of way line of said Jefferson Avenue;
5. Thence North 56 degrees 51 minutes 01 seconds West a distance of 53.33 feet, along said southwesterly right of way line of Jefferson Avenue to a point on the existing southeasterly right of way line of relocated Water Street;
6. Thence North 31 degrees 53 minutes 24 seconds East a distance of 40.01 feet, along said existing southeasterly right of way line of relocated Water Street to the POINT OF BEGINNING, containing 0.098 acres, more or less. Subject to all highways, easements and restrictions of record.

This description was prepared by The Mannik Smith Group on March 24, 2015 and is based on a survey of the premises.

Bearing control is based on Ohio State Plane, North zone, NAD83 (2011) Adjustment.



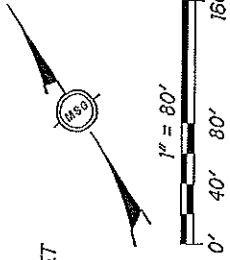
1800 INDIAN WOOD CIRCLE  
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## **EXHIBIT C**

- |     |                 |   |
|-----|-----------------|---|
| C-1 | Section 3.1     | Parking Facility Site (this is the area of the above-ground and below-ground Parking Facility)  |
| C-2 | Section 3.1.1   | Area of the above-ground Parking Facility – this area will be restricted in terms of limiting the location of the above-ground improvements of the Parking Facility   |
| C-3 | Section 3.2     | Parking Site Park Area – this area of the “park” will be conveyed to the City via easement  |
| C-4 | Section 3.2.1.1 | ProMedica Sign Easement Parcel – this is the approximately 30’ x 30’ area at the northwest corner of the Parking Site Park Area reserved by ProMedica for signage for the ProMedica Campus and Parking Facility Development |



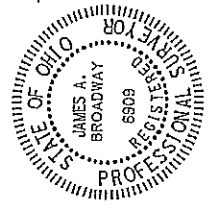
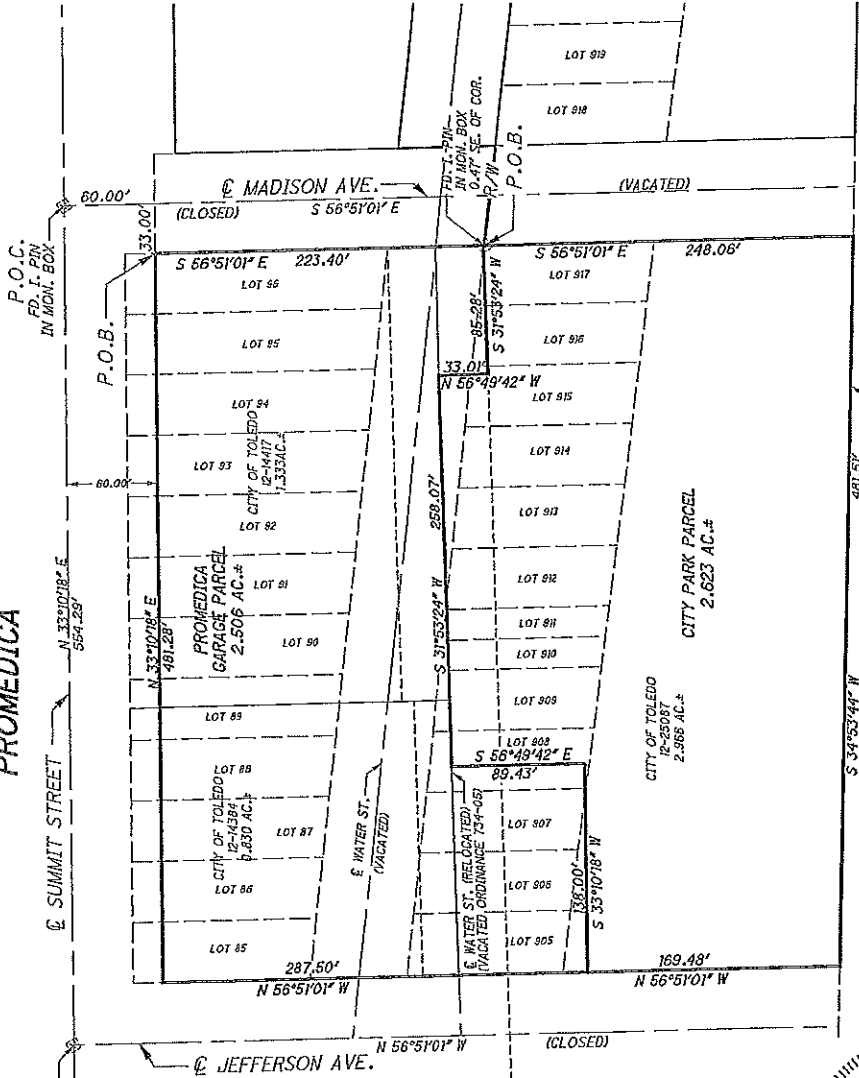
**EXHIBIT C-1  
LOT SPLIT SURVEY**

PART OF LOTS 85 THRU 96 OF THE PORT LAWRENCE DIVISION AND ALL OF LOTS 905 THRU 917 OF THE RENUMBERING OF LOTS ON WATER STREET IN THE PORT LAWRENCE DIVISION, ALONG WITH VACATED WATER STREET, NORTHWEST OF THE HARBOR LINE OF THE MAUMEE RIVER, CITY OF TOLEDO, LUCAS COUNTY, OHIO

**PROMEDICA**

PROMEDICA GARAGE PARCEL  
0.830 AC. IN 12-14384  
1.333 AC. IN 12-14417  
0.343 AC. IN 12-25087  
**2.506 AC.± TOTAL**

CITY PARK PARCEL  
2.623 AC. IN 12-25087  
**2.623 AC.± TOTAL**



**JAMES A. BROADWAY, P.S.**  
LICENSED PROFESSIONAL SURVEYOR  
OHIO LICENSE NO. 6909  
DATE: \_\_\_\_\_  
JOB NUMBER: P1250005



## 2.623 ACRE PARCEL

## LEGAL DESCRIPTION

All that part of Lots 905 thru 917 of the Renumbering of Lots on Water Street in the Port Lawrence Division and Vacated Water Street, City of Toledo, Lucas County, Ohio, bounded and described as follows:

COMMENCING at an iron pin in a monument box found at the intersection of the centerline of Summit Street with the centerline of Madison Avenue;

1. Thence South 56 degrees 51 minutes 01 seconds East a distance of 60.00 feet along the centerline of said Madison Avenue to a point on the southeasterly right of way line of said Summit Street;
2. Thence South 33 degrees 10 minutes 18 seconds West a distance of 33.00 feet, along said southeasterly right of way line of Summit Street to a \_\_\_\_ set on the southwesterly right of way line of said Madison Avenue
3. Thence South 56 degrees 51 minutes 01 seconds East a distance of 223.40 feet, along said southwesterly right of way line of Madison Avenue, to the former southeasterly right of way line of relocated Water Street (now vacated) and being the TRUE POINT OF BEGINNING ( Iron Pin in Monument Box found 0.47 feet South 56 degrees 51 minutes 01 seconds East);
4. Thence South 56 degrees 51 minutes 01 seconds East a distance of 248.06 feet, continuing along said southwesterly right of way line of Madison Avenue to a point on the Harbor Line of the Maumee River;
5. Thence South 34 degrees 53 minutes 44 seconds West a distance of 481.51 feet, along said Harbor Line of the Maumee River to a point on the northeasterly right of way line of Jefferson Avenue.
6. Thence North 56 degrees 51 minutes 01 seconds West a distance of 169.48 feet, along said northeasterly right of way line of Jefferson Avenue to a \_\_\_\_\_;
7. Thence North 33 degrees 10 minutes 18 seconds East a distance of 138.00 feet to a \_\_\_\_\_;
8. Thence North 56 degrees 49 minutes 42 seconds West a distance of 89.43 feet to a \_\_\_\_\_ on the centerline of relocate Water Street (now vacated);
9. Thence North 31 degrees 53 minutes 24 seconds East a distance of 258.07 feet, along said centerline to a \_\_\_\_\_;
10. Thence South 56 degrees 49 minutes 42 seconds East a distance of 33.01 feet to a \_\_\_\_ on the former southeasterly right of way line of said relocated Water Street (now vacated);
11. Thence North 31 degrees 53 minutes 24 seconds East a distance of 85.28 feet, along said former southeasterly right of way line, to the POINT OF BEGINNING, containing 2.623 acres, more or less within Auditor's PPN 12-25087 . Subject to all highways, easements and restrictions of record.

This description was prepared by The Mannik Smith Group on March 19, 2015 and is based on a survey of the premises.

Bearing control is based on Ohio State Plane, North zone, NAD83 (2011) Adjustment.

PRELIMINARY LEGAL  
FINAL TO CONFORM TO CONVEYANCE STANDARDS



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4/2/2015 6:42:55 AM

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## 2.506 ACRE PARCEL

## LEGAL DESCRIPTION

All that part of Lots 85 thru 96 of the Port Lawrence Division, Lots 905 thru 908 and 915 thru 917 of the Renumbering of Lots on Water Street in the Port Lawrence Division and Vacated Water Street, City of Toledo, Lucas County, Ohio, bounded and described as follows:

COMMENCING at an iron pin in a monument box found at the intersection of the centerline of Summit Street with the centerline of Madison Avenue;

1. Thence South 56 degrees 51 minutes 01 seconds East a distance of 60.00 feet along the centerline of said Madison Avenue to a point on the southeasterly right of way line of said Summit Street;
2. Thence South 33 degrees 10 minutes 18 seconds West a distance of 33.00 feet, along said southeasterly right of way line of Summit Street to a \_\_\_\_ set on the southwesterly right of way line of said Madison Avenue and being the TRUE POINT OF BEGINNING;
3. Thence South 56 degrees 51 minutes 01 seconds East a distance of 223.40 feet, along said southwesterly right of way line of Madison Avenue, also being the northeasterly line of said Lot 96 to a the former southeasterly right of way line of relocated Water Street (now vacated), (iron pin in monument box found 0.47 feet South 56 degrees 51 minutes 01 seconds East);
4. Thence South 31 degrees 53 minutes 24 seconds West a distance of 85.28 feet, along said former southeasterly right of way line of relocated Water Street (now vacated) to a \_\_\_\_;
5. Thence North 56 degree 49 minutes 42 seconds West a distance of 33.01 feet to a \_\_\_\_ on the centerline of said relocated Water Street (now vacated);
6. Thence South 31 degrees 53 minutes 24 seconds West a distance of 258.07 feet, along said former centerline of relocated Water Street (now vacated) to a \_\_\_\_;
7. Thence South 56 degrees 49 minutes 42 seconds East a distance of 89.43 feet to a \_\_\_\_;
8. Thence South 33 degrees 10 minutes 18 seconds West a distance of 138.00 feet to a \_\_\_\_ set on the northeasterly right of way line of Jefferson Avenue;
9. Thence North 56 degrees 51 minutes 01 seconds West a distance of 287.50 feet, along said northeasterly right of way line of Jefferson Avenue, being the southwesterly line of said Lots 905 and 85, to a \_\_\_\_ set on the southeasterly right of way line of Summit Street;
10. Thence North 33 degrees 10 minutes 18 seconds East a distance of 481.28 feet, along said southeasterly right of way line of Summit Street to the POINT OF BEGINNING, containing 2.506 acres, more or less of which 0.830 acres lays within Auditor's PPN 12-14384, 1.333 acres lays within Auditor's PPN 12-14417 and 0.343 acres lays within Auditor's PPN 12-25087 . Subject to all highways, easements and restrictions of record.

This description was prepared by The Mannik Smith Group on March 19, 2015 and is based on a survey of the premises.

Bearing control is based on Ohio State Plane, North zone, NAD83 (2011) Adjustment.

PRELIMINARY LEGAL  
FINAL TO CONFORM TO CONVEYANCE STANDARDS



1800 INDIAN WOOD CIRCLE  
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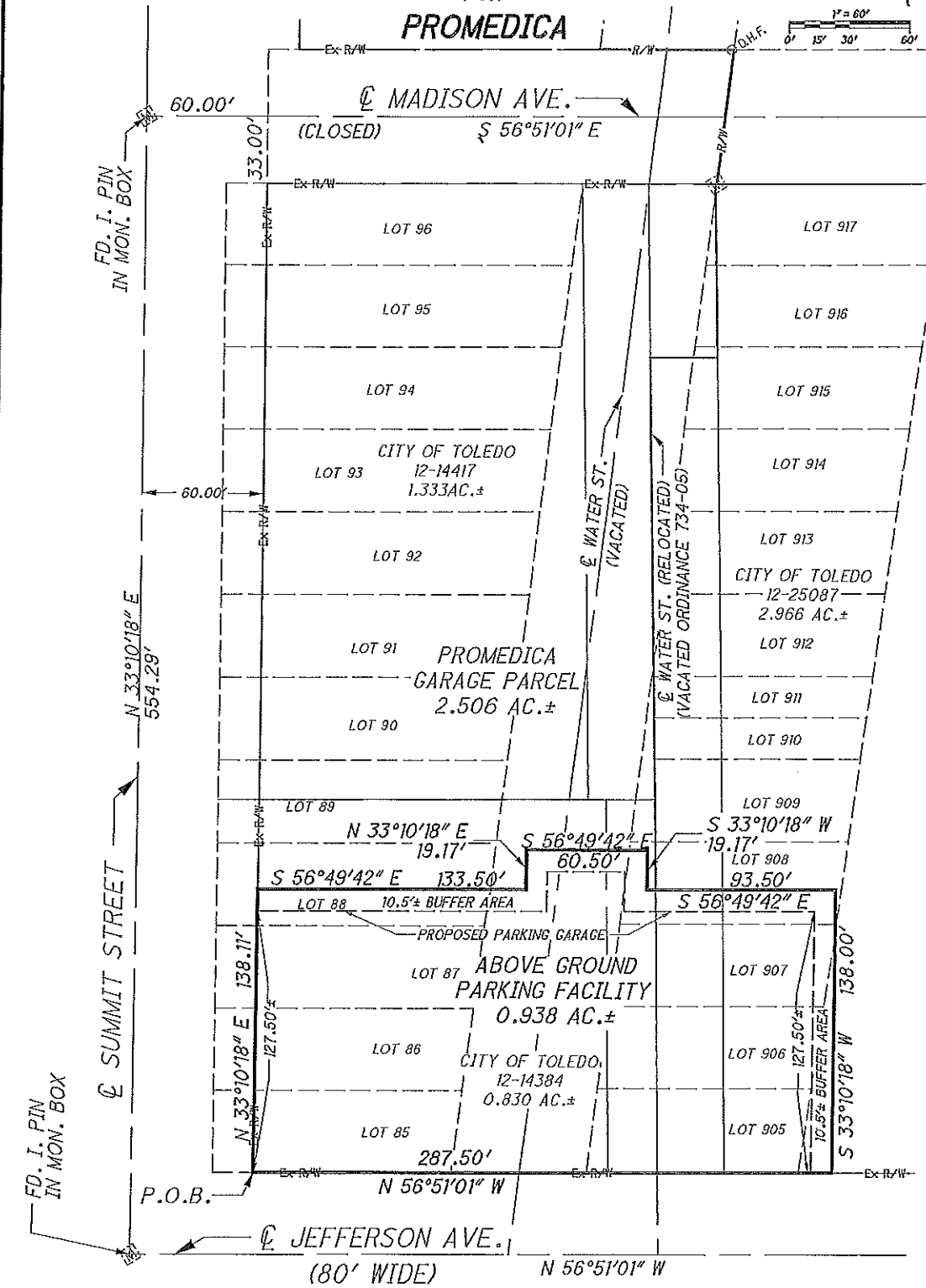
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# EXHIBIT C-2 NON-RESTRICTED AREA

IN  
PARTS OF LOTS 85-88 AND 905-908 IN PORT LAWRENCE DIVISION  
CITY OF TOLEDO, LUCAS COUNTY, OHIO  
FOR

## PROMEDICA



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**JAMES A. BROADWAY, P.S.**  
 LICENSED PROFESSIONAL SURVEYOR  
 OHIO LICENSE NO. 6909  
 DATE:  
 JOB NUMBER:



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**EXHIBIT C-2  
NON-RESTRICTED AREA**

**IN  
PARTS OF LOTS 85-88 AND 905-908 IN PORT LAWRENCE DIVISION  
CITY OF TOLEDO, LUCAS COUNTY, OHIO  
FOR  
PROMEDICA**

**0.938 ACRE PARCEL**

**LEGAL DESCRIPTION**

All that part of Lots 85 thru 88 of the Port Lawrence Division, Lots 905 thru 908 of the Renumbering of Lots on Water Street in the Port Lawrence Division and Vacated Water Street, City of Toledo, Lucas County, Ohio, bounded and described as follows:

BEGINNING at a point on the southwesterly line of said Lot 85 being the northeasterly right of way line of Jefferson Avenue at its intersection with the southeasterly right of way line of Summit Street (60.00 feet southeasterly of the centerline);

1. Thence North 33 degrees 10 minutes 18 seconds East a distance of 138.11 feet, along said southeasterly right of way line of Summit Street to a point;
2. Thence South 56 degrees 49 minutes 42 seconds East a distance of 133.50 feet to a point;
3. Thence North 33 degrees 10 minutes 18 seconds East a distance of 19.17 feet to a point;
4. Thence South 56 degrees 49 minutes 42 seconds East a distance of 60.50 feet to a point;
5. Thence South 33 degrees 10 minutes 18 seconds West a distance of 19.17 feet to a point;
6. Thence South 56 degrees 49 minutes 42 seconds East a distance of 93.50 feet to a point;
7. Thence South 33 degrees 10 minutes 18 seconds West a distance of 138.00 feet to a point on the northeasterly right of way line of Jefferson Avenue;
8. Thence North 56 degrees 51 minutes 01 seconds West a distance of 287.50 feet, along said northeasterly right of way line of Jefferson Avenue to the POINT OF BEGINNING, containing 0.938 acres, more or less. Subject to all highways, easements and restrictions of record.

This description was prepared by The Mannik Smith Group on March 25, 2015 and is based on a survey of the premises.

Bearing control is based on Ohio State Plane, North zone, NAD83 (2011) Adjustment.

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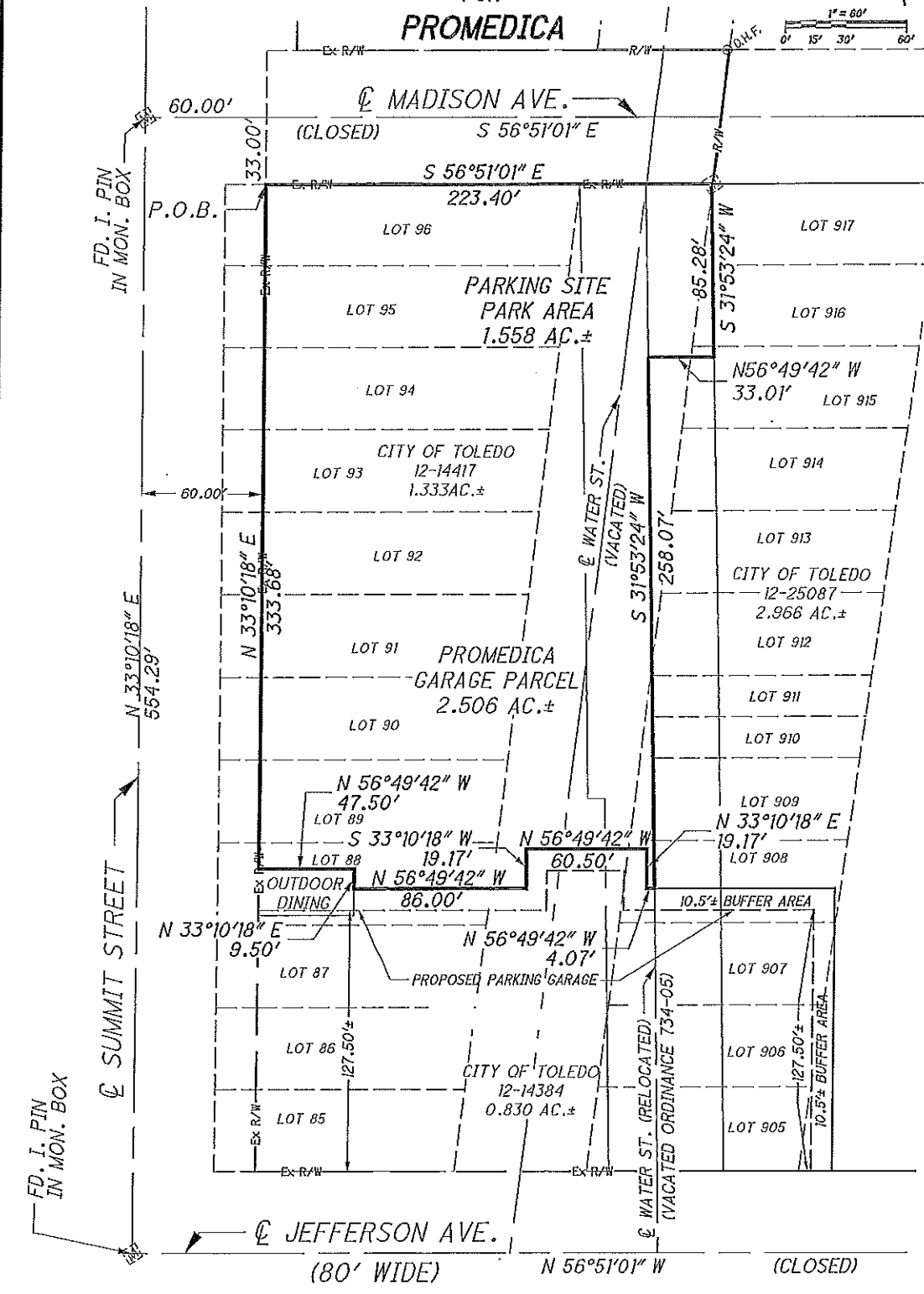
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FAX: (419) 891-1595



# EXHIBIT C-3 PARK AREA

IN  
PARTS OF LOTS 88-96 AND 908-917 IN PORT LAWRENCE DIVISION  
CITY OF TOLEDO, LUCAS COUNTY, OHIO  
FOR

## PROMEDICA



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**JAMES A. BROADWAY, P.S.**  
 LICENSED PROFESSIONAL SURVEYOR  
 OHIO LICENSE NO. 6909  
 DATE:  
 JOB NUMBER:



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**EXHIBIT C-3  
PARK AREA**

**IN  
PARTS OF LOTS 88-96 AND 908-917 IN PORT LAWRENCE DIVISION  
CITY OF TOLEDO, LUCAS COUNTY, OHIO  
FOR  
PROMEDICA**

1.558 ACRE PARCEL

**LEGAL DESCRIPTION**

All that part of Lots 88 thru 96 of the Port Lawrence Division, Lots 908 thru 912 and 915 thru 917 of the Renumbering of Lots on Water Street in the Port Lawrence Division and Vacated Water Street, City of Toledo, Lucas County, Ohio, bounded and described as follows:

BEGINNING at a point on the southwesterly right of way line of Madison Avenue (66.00 feet wide) at its intersection with the southeasterly right of way line of Summit Street (60.00 feet southeasterly of the centerline);

1. Thence South 56 degrees 51 minutes 01 seconds East a distance of 223.40 feet, along said southwesterly right of way line of Madison Avenue, also being the northeasterly line of said Lot 96 to a point on the former southeasterly right of way line of relocated Water Street (now vacated), (iron pin in monument box found 0.47 feet South 56 degrees 51 minutes 01 seconds East);
2. Thence South 31 degrees 53 minutes 24 seconds West a distance of 85.28 feet, along said former southeasterly right of way line of relocated Water Street (now vacated) to a point;
3. Thence North 56 degree 49 minutes 42 seconds West a distance of 33.01 feet to a point on the centerline of said relocated Water Street (now vacated);
4. Thence South 31 degrees 53 minutes 24 seconds West a distance of 258.07 feet, along said former centerline of relocated Water Street (now vacated) to a point;
5. Thence North 56 degrees 49 minutes 42 seconds West a distance of 4.07 feet to a point;
6. Thence North 33 degrees 10 minutes 18 seconds East a distance of 19.17 feet to a point;
7. Thence North 56 degrees 49 minutes 42 seconds West a distance of 60.50 feet to a point;
8. Thence South 33 degrees 10 minutes 18 seconds West a distance of 19.17 feet to a point;
9. Thence North 56 degrees 49 minutes 42 seconds West a distance of 86.00 feet to a point;
10. Thence North 33 degrees 10 minutes 18 seconds East a distance of 9.50' to a point;
11. Thence North 56 degrees 49 minutes 42 seconds West a distance of 47.50 feet to a point on the southeasterly right of way line of Summit Street;
12. Thence North 33 degrees 10 minutes 18 seconds East a distance of 333.68 feet, along said southeasterly right of way line of Summit Street to the POINT OF BEGINNING, containing 1.558 acres, more or less. Subject to all highways, easements and restrictions of record.

This description was prepared by The Mannik Smith Group on March 25, 2015 and is based on a survey of the premises.

Bearing control is based on Ohio State Plane, North zone, NAD83 (2011) Adjustment.

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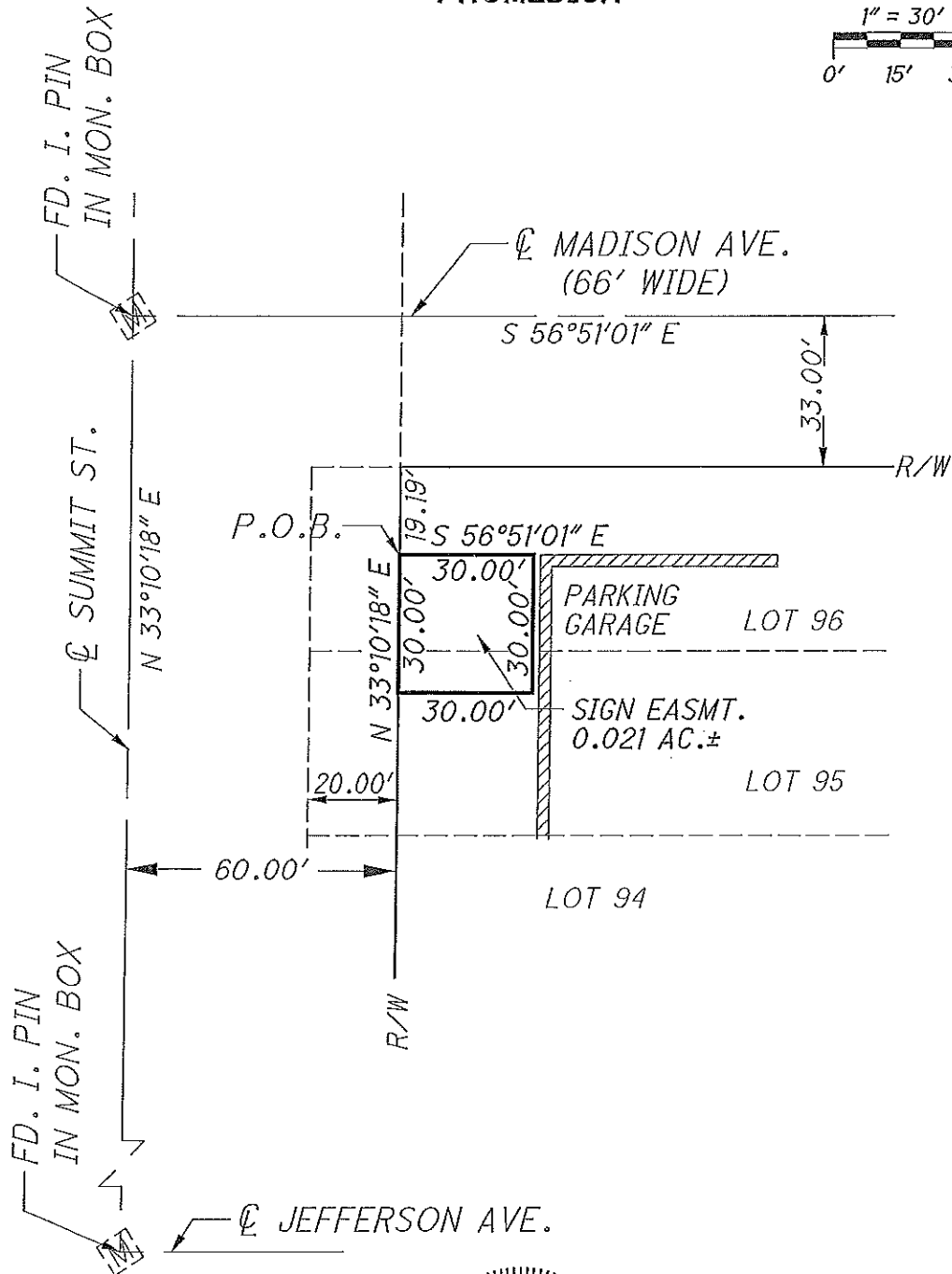
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# EXHIBIT C-4 SIGN EASEMENT

SHEET 1 OF 2

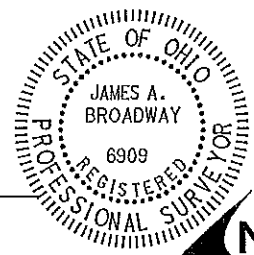
OF  
PART OF LOTS 95 AND 96 OF THE PORT LAWRENCE DIVISION,  
CITY OF TOLEDO, LUCAS COUNTY, OHIO  
FOR  
**PROMEDICA**

SCALE  
1" = 30'



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**JAMES A. BROADWAY, P.S.**  
LICENSED PROFESSIONAL SURVEYOR  
OHIO LICENSE NO. 6909  
DATE:  
JOB NUMBER:



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**EXHIBIT C-4  
SIGN EASEMENT**

SHEET 2 OF 2

**OF  
PART OF LOTS 95 AND 96 OF THE PORT LAWRENCE DIVISION,  
CITY OF TOLEDO, LUCAS COUNTY, OHIO  
FOR  
PROMEDICA**

**0.021 ACRE SIGN EASEMENT**

**LEGAL DESCRIPTION**

Being the southwesterly 30.00 feet of the northeasterly 49.19 feet of the southeasterly 31.50 feet of the northwesterly 51.50 feet of Lots 95 thru 96 of the Port Lawrence Division, City of Toledo, Lucas County, Ohio, more particularly described as follows:

BEGINNING at a point on the southeasterly right of way line of Summit Street (60.00 feet southeasterly of the centerline) 19.19 feet southwesterly along said southeasterly right of way line from the southwesterly right of way line of Madison Avenue (33.00 feet southwesterly of the centerline);

1. Thence South 56 degrees 51 minutes 01 seconds East a distance of 30.00 feet, parallel with said southwesterly right of way line of Madison Avenue to a point;
2. Thence South 33 degrees 10 minutes 18 seconds West a distance of 30.00 feet, parallel with the southeasterly right of way line of Summit Street, to a point;
3. Thence North 56 degrees 51 minutes 01 seconds West a distance of 30.00 feet to a point on the southeasterly right of way line of said Summit Street;
4. Thence North 33 degrees 10 minutes 18 seconds East a distance of 30.00 feet, along said southeasterly right of way line of Summit Street to the POINT OF BEGINNING, containing 0.021 acres, more or less within Auditor's PPN 12-14417 . Subject to all highways, easements and restrictions of record.

This description was prepared by The Mannik Smith Group on March 19, 2015 and is based on a survey of the premises.

Bearing control is based on Ohio State Plane, North zone, NAD83 (2011) Adjustment.

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FAX: (419) 891-1585

[www.MannikSmithGroup.com](http://www.MannikSmithGroup.com)

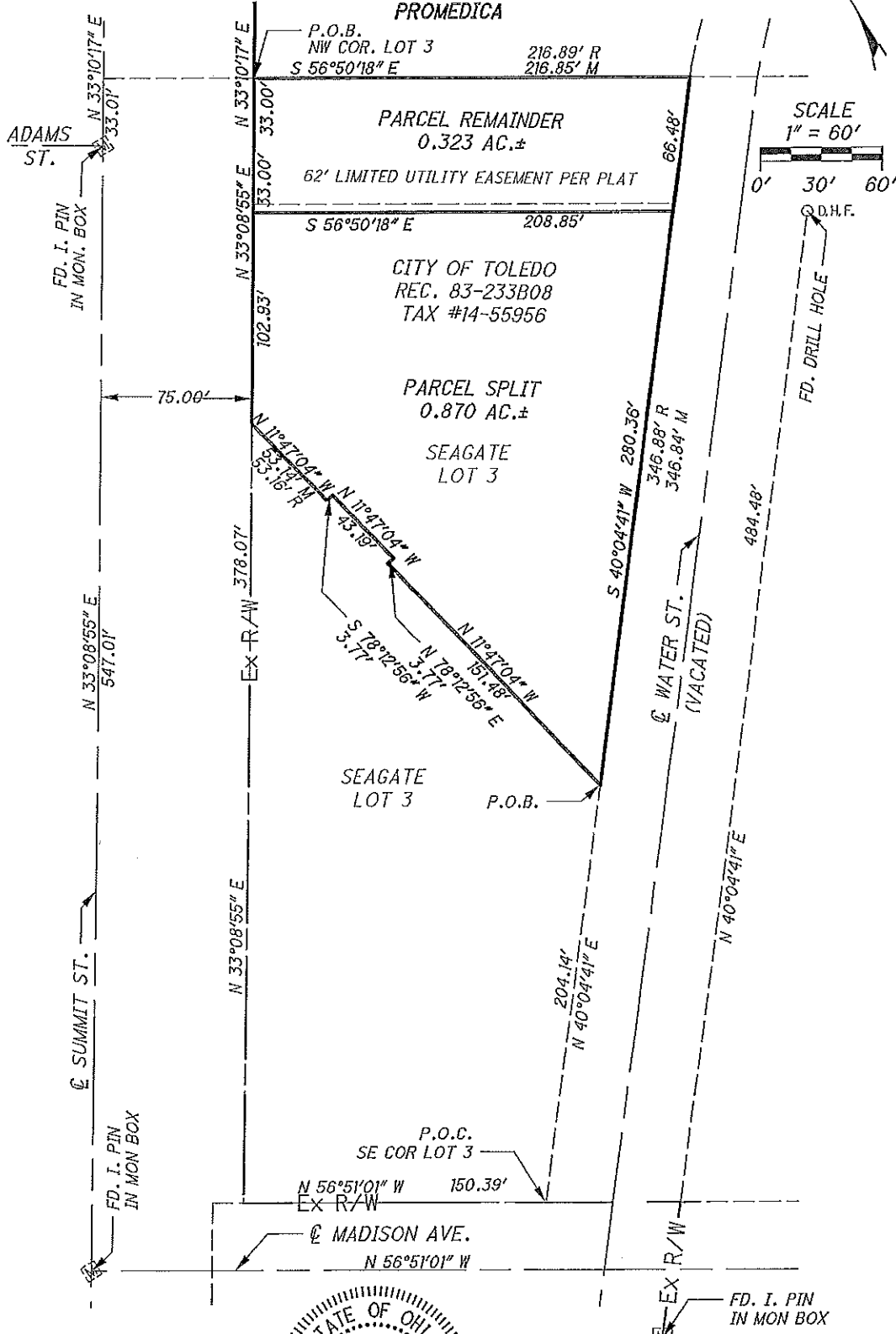
**EXHIBIT D**

D-1 Section 3.3 City North Parcel – legal description

# EXHIBIT D-1 LOT SPLIT SURVEY

SHEET 1 OF 3

OF  
PART OF LOT 3 IN SEAGATE, CITY OF TOLEDO, LUCAS COUNTY, OHIO  
FOR  
PROMEDICA



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**JAMES A. BROADWAY, P.S.**  
 LICENSED PROFESSIONAL SURVEYOR  
 OHIO LICENSE NO. 6909  
 DATE: 03/03/2015  
 JOB NUMBER: P1250005



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**EXHIBIT D-1**  
**LOT SPLIT SURVEY**  
 OF  
**PART OF LOT 3 IN SEAGATE, CITY OF TOLEDO, LUCAS COUNTY, OHIO**  
 FOR  
**PROMEDICA**

0.870 ACRE PARCEL

**LEGAL DESCRIPTION**

All that part of Lot 3 of Seagate as recorded in Plat Volume 81, Pages 8 and 9, City of Toledo, Lucas County, Ohio, bounded and described as follows:

COMMENCING at the southeasterly corner of said Lot 3 of Seagate, being the intersection of the northeasterly right of way line of Madison Avenue with the northwesterly right of way line of Water Street (Now vacated);

1. Thence North 40 degrees 04 minutes 41 seconds East a distance of 204.14 feet, along the southeasterly line of said Lot 3, being the northwesterly right of way line of said vacated Water Street, to a \_\_\_ set at the TRUE POINT OF BEGINNING;
2. Thence North 11 degrees 47 minutes 04 seconds West a distance of 151.48 feet to a \_\_\_;
3. Thence North 78 degrees 12 minutes 56 seconds East a distance of 3.77 feet to a \_\_\_;
4. Thence North 11 degrees 47 minutes 04 seconds West a distance of 43.19 feet to a \_\_\_;
5. Thence South 78 degrees 12 minutes 56 seconds West a distance of 3.77 feet to a \_\_\_;
6. Thence North 11 degrees 47 minutes 04 seconds West a distance of 53.14 feet (recorded as 53.16 feet) to a \_\_\_ on the northwesterly line of said Lot 3 being the southeasterly right of way line of Summit Street;
7. Thence North 33 degrees 08 minutes 55 seconds East a distance of 102.93 feet, along said northwesterly line of Lot 3 and southeasterly right of way line of Summit Street to a \_\_\_ set 66.00 feet southwestery of, measured at right angles to, the northeasterly line of said Lot 3;
8. Thence South 56 degrees 50 minutes 18 seconds East a distance of 208.85 feet, along a line 66.00 feet southwestery of and parallel with said northeasterly line of Lot 3, to a \_\_\_ on the southeasterly line of said Lot 3;
9. Thence South 40 degrees 04 minutes 41 seconds West a distance of 280.36 feet, along said southeasterly line of Lot 3 being the northwesterly right of way line of vacated Water Street to the POINT OF BEGINNING, containing 0.870 acres, more or less of Auditor's PPN 14-55956. Subject to all highways, easements and restrictions of record.

This description was prepared by The Mannik Smith Group on April 6, 2015 and is based on a survey of the premises.

Bearing control is based on Ohio State Plane, North zone, NAD83 (2011) Adjustment.

*PRELIMINARY LEGAL  
 FINAL TO CONFORM TO CONVEYANCE STANDARDS*



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 FAX: (419) 891-1595

**EXHIBIT D-1**  
**LOT SPLIT SURVEY**  
OF

PART OF LOT 3 IN SEAGATE, CITY OF TOLEDO, LUCAS COUNTY, OHIO  
FOR  
PROMEDICA

0.323 ACRE PARCEL

**LEGAL DESCRIPTION**

All the northeasterly 33.00 feet of Lot 3 of Seagate as recorded in Plat Volume 81, Pages 8 and 9, City of Toledo, Lucas County, Ohio, bounded and described as follows:

BEGINNING at a \_\_\_ at the northwesterly corner of said Lot 3 of Seagate, being the intersection of the southeasterly right of way line of Summit Street with the northeasterly right of way line of Adams Street (Now vacated);

1. Thence South 56 degrees 50 minutes 18 seconds East a distance of 216.85 feet (recorded as 216.89 feet), along the northeasterly line of said Lot 3 to a \_\_\_ at the northeasterly corner of said Lot 3 on the northwesterly right of way line of vacated Water Street;
2. Thence South 40 degrees 04 minutes 41 seconds West a distance of 66.48 feet, along the southeasterly line of said Lot 3 and northwesterly right of way line of vacated Water Street to a \_\_\_;
3. Thence North 56 degrees 50 minutes 18 seconds West a distance of 208.85 feet, along a line 66.00 feet southwesterly of and parallel with the northeasterly line of said Lot 3, to a \_\_\_ on the northwesterly line of said Lot 3 being the southeasterly right of way line of Summit Street;
4. Thence North 33 degrees 08 minutes 55 seconds East a distance of 33.00 feet, along said northwesterly line of Lot 3 and southeasterly right of way line of Summit Street to a \_\_\_ at an angle point;
5. Thence North 33 degrees 10 minutes 17 seconds East a distance of 33.00 feet, continuing along said northwesterly line of Lot 3 and southeasterly right of way line of Summit Street to the POINT OF BEGINNING, containing 0.323 acres, more or less of Auditor's PPN 1455956. Subject to all highways, easements and restrictions of record.

This description was prepared by The Mannik Smith Group on April 6, 2015 and is based on a survey of the premises.

Bearing control is based on Ohio State Plane, North zone, NAD83 (2011) Adjustment.

PRELIMINARY LEGAL  
FINAL TO CONFORM TO CONVEYANCE STANDARDS



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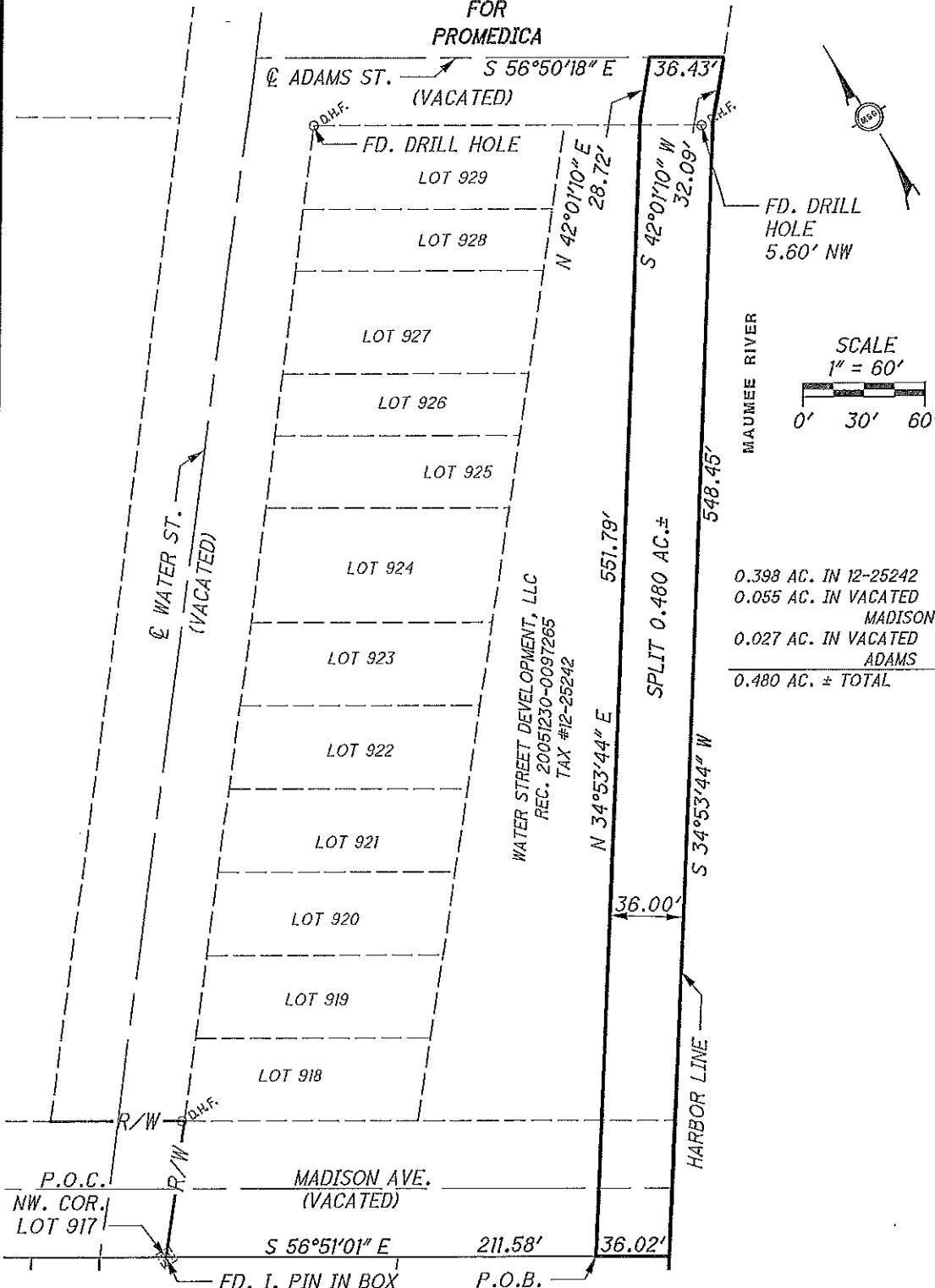
## **EXHIBIT E**

- |                   |  |
|-------------------|--|
| E-1 Section 3.4.1 | Community Walkway – legal description (from Imagination Station to north line of Promenade Park)             |
| E-2 Section 3.4.2 | Steam Plant Site – legal description – this is the Steam Plant Site less the Community Walkway (Exhibit E-1) |

# EXHIBIT E-1 LOT SPLIT SURVEY

SHEET 1 OF 2

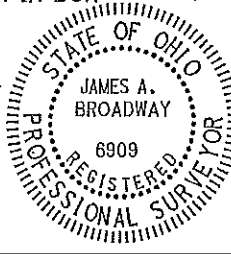
OF  
LOTS 918 THRU 929 IN PORT LAWRENCE DIVISION MAP OF  
RENUMBERING OF LOTS ON WATER STREET, CITY OF TOLEDO, LUCAS COUNTY, OHIO  
FOR  
PROMEDICA



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**JAMES A. BROADWAY, P.S.**  
 LICENSED PROFESSIONAL SURVEYOR  
 OHIO LICENSE NO. 6909  
 DATE: 03/03/2015  
 JOB NUMBER: P1250005



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# EXHIBIT E-1 LOT SPLIT SURVEY

OF  
LOTS 918 THRU 929 IN PORT LAWRENCE DIVISION MAP OF  
RENUMBERING OF LOTS ON WATER STREET, CITY OF TOLEDO, LUCAS COUNTY, OHIO  
FOR  
PROMEDICA

## 36' WIDE WATERFRONT PARCEL

### LEGAL DESCRIPTION

All that part of Lots 918 thru 929 of the Port Lawrence Division as per map of the renumbering of lots on Water Street recorded in Volume 2A of Plats, page 42, laying between Water Street and the Maumee River, and parts of vacated Madison Avenue and Adams Street, City of Toledo, Lucas County, Ohio, bounded and described as follows:

COMMENCING at an iron pin found in a monument box at the northwesterly corner of Lot 917 of said renumbering of lots on Water Street being the intersection of the southwesterly right of way line of Madison Avenue with the southeasterly right of way line of Water Street;

1. Thence South 56 degrees 51 minutes 01 seconds East a distance of 211.58 feet, along the southwesterly right of way line of Madison Street (now vacated) to a \_\_\_ set on 36.00 feet northwesterly of, measured at right angles to, the Harbor Line of the Maumee River and the TRUE POINT OF BEGINNING;
2. Thence North 34 degrees 53 minutes 44 seconds East a distance of 551.79 feet, along a line 36.00 feet northwesterly of and parallel with said Harbor Line of the Maumee River, to a \_\_\_ set;
3. Thence North 42 degrees 01 minutes 10 seconds East a distance of 28.72 feet, continuing along a line 36.00 feet northwesterly of and parallel with said Harbor Line to a \_\_\_ set on the centerline of Adams Street (now vacated);
4. Thence South 56 degrees 50 minutes 18 seconds East a distance of 36.43 feet, along said centerline of vacated Adams Street to the Harbor Line of the Maumee River;
5. Thence South 42 degrees 01 minutes 10 seconds West a distance of 32.09 feet, along said Harbor Line to an angle point in said line;
6. Thence South 34 degrees 53 minutes 44 seconds West a distance of 548.45 feet, along said Harbor Line to a point on the southwesterly right of way line of vacated Madison Avenue;
7. Thence North 56 degrees 51 minutes 01 seconds West a distance of 36.02 feet, along said southwesterly right of way line of vacated Madison Avenue to the POINT OF BEGINNING, containing 0.480 acres, more or less of which 0.398 acres lays within Auditor's PPN 12-25242, 0.055 acres lays within vacated Madison Avenue and 0.027 acres lays within vacated Adams Street. Subject to all highways, easements and restrictions of record.

This description was prepared by The Mannik Smith Group on March 11, 2015 and is based on a survey of the premises.

Bearing control is based on Ohio State Plane, North zone, NAD83 (2011) Adjustment.

PRELIMINARY LEGAL  
FINAL TO CONFORM TO CONVEYANCE STANDARDS



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**EXHIBIT E-2**  
**LOT SPLIT SURVEY**  
 OF  
**LOTS 918 THRU 929 IN PORT LAWRENCE DIVISION MAP OF**  
**RENUMBERING OF LOTS ON WATER STREET, CITY OF TOLEDO, LUCAS COUNTY, OHIO**  
 FOR  
**PROMEDICA**

2.028 ACRE PARCEL

**LEGAL DESCRIPTION**

All that part of Lots 918 thru 929 of the Port Lawrence Division as per map of the renumbering of lots on Water Street recorded in Volume 2A of Plats, page 42, laying between Water Street and the Maumee River, and parts of vacated Madison Avenue and Adams Street, City of Toledo, Lucas County, Ohio, bounded and described as follows:

COMMENCING at an iron pin found in a monument box at the northwesterly corner of Lot 917 of said renumbering of lots on Water Street being the intersection of the southwesterly right of way line of Madison Avenue with the southeasterly right of way line of Water Street;

1. Thence North 40 degrees 04 minutes 41 seconds East a distance of 66.49 feet, along the southeasterly right of way line of said Water Street to the southwesterly corner of said Lot 918 on the northeasterly right of way line of Madison Avenue and the TRUE POINT OF BEGINNING;
2. Thence North 40 degrees 04 minutes 41 seconds East a distance of 484.48 feet, along said southeasterly right of way line of Water Street to a drill hole found on the northwesterly corner of said Lot 929 on the southwesterly right of way line of Adams Street;
3. Thence South 56 degrees 50 minutes 18 seconds East a distance of 161.78 feet, along the northeasterly line of said Lot 929 being said southwesterly right of way line of Adams Street to a \_\_\_\_\_ on a line 36.00 feet northwesterly of (measured at right angles to) the Harbor Line of the Maumee River;
4. Thence South 34 degrees 53 minutes 44 seconds West a distance of 481.14 feet, along said line 36.00 feet northwesterly of and parallel with said Harbor Line of the Maumee River to a point on the northeasterly right of way line of Madison Avenue;
5. Thence North 56 degrees 51 minutes 01 seconds West a distance of 205.57 feet, along said northeasterly right of way line of Madison Avenue to the POINT OF BEGINNING, containing 2.028 acres, more or less within Auditor's PPN 12-25242. Subject to all highways, easements and restrictions of record.

This description was prepared by The Mannik Smith Group on March 25, 2015 and is based on a survey of the premises.

Bearing control is based on Ohio State Plane, North zone, NAD83 (2011) Adjustment.

PRELIMINARY LEGAL  
 FINAL TO CONFORM TO CONVEYANCE STANDARDS



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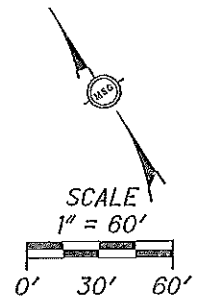
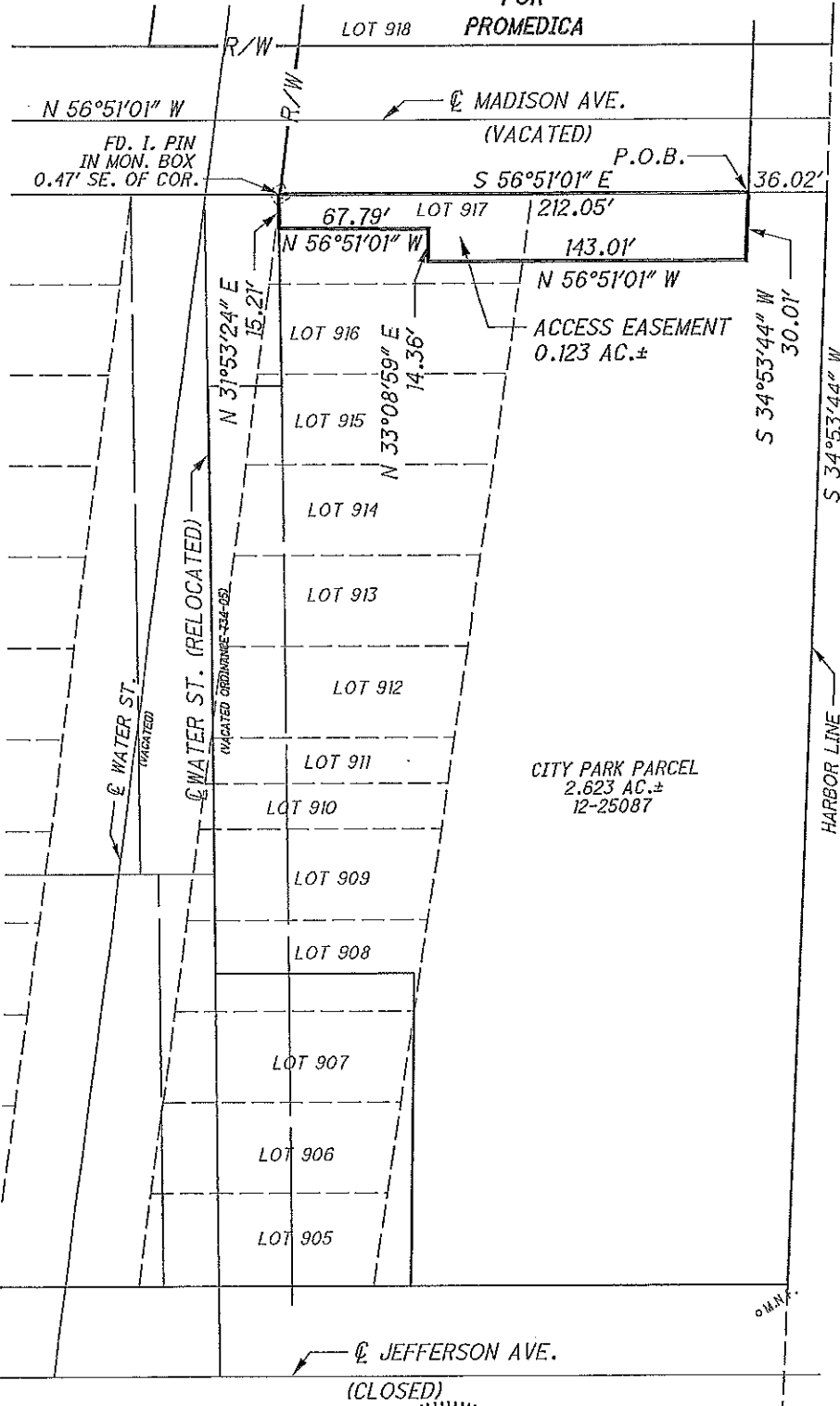
## **EXHIBIT F**

F      Section 3.5                      ProMedica Driveway Easement (30') in  
Promenade Park adjacent to Madison  
Avenue (vacated) – legal description

# EXHIBIT F ACCESS EASEMENT IN

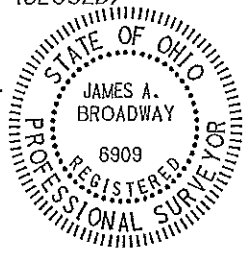
SHEET 1 OF 2

LOT 917 OF THE RENUMBERING OF LOTS ON WATER STREET OF THE  
PORT LAWRENCE DIVISION, CITY OF TOLEDO, LUCAS COUNTY, OHIO  
FOR



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**JAMES A. BROADWAY, P.S.**  
LICENSED PROFESSIONAL SURVEYOR  
OHIO LICENSE NO. 6909  
DATE: 03/03/2015  
JOB NUMBER: P1250005



1800 INDIAN WOOD CIRCLE  
MAUMEE, OHIO 43537  
TEL: (419) 891-2222  
FAX: (419) 891-1595

**EXHIBIT F**  
**ACCESS EASEMENT**  
**IN**

**LOT 917 OF THE RENUMBERING OF LOTS ON WATER STREET OF THE  
PORT LAWRENCE DIVISION, CITY OF TOLEDO, LUCAS COUNTY, OHIO  
FOR  
PROMEDICA**

**0.123 ACRE ACCESS EASEMENT**

**LEGAL DESCRIPTION**

Being a part of Lot 917 of the renumbering of lots on Water Street of the Port Lawrence Division, lying between Water Street and the Maumee River, City of Toledo, Lucas County, Ohio, more particularly described as follows:

BEGINNING at a point on the southwesterly right of way line of Madison Avenue (now vacated) 36.02 feet northwesterly, along said southwesterly right of way line, from its intersection with the Harbor Line of the Maumee River;

1. Thence South 34 degrees 53 minutes 44 seconds West a distance of 30.01 feet, parallel with said Harbor Line, to a point;
2. Thence North 56 degrees 51 minutes 01 seconds West a distance of 143.01 feet to a point;
3. Thence North 33 degrees 08 minutes 59 seconds East a distance of 14.36 feet to a point;
4. Thence North 56 degrees 51 minutes 01 seconds West a distance of 67.79 feet to a point on the former southeasterly right of way line of relocated Water Street (now vacated);
5. Thence North 31 degrees 53 minutes 24 seconds East a distance of 15.21 feet, along said former southeasterly right of way line of relocated Water Street (now vacated), to a point on the southwesterly right of way line of Madison Avenue;
6. Thence South 56 degrees 51 minutes 01 seconds East a distance of 212.05 feet, along said southwesterly right of way line of Madison Avenue (now vacated) to the POINT OF BEGINNING, containing 0.123 acres, more or less within Auditor's PPN 12-25087 . Subject to all highways, easements and restrictions of record.

This description was prepared by The Mannik Smith Group on March 19, 2015 and is based on a survey of the premises.

Bearing control is based on Ohio State Plane, North zone, NAD83 (2011) Adjustment.

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www.MannikSmithGroup.com



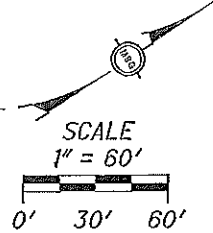
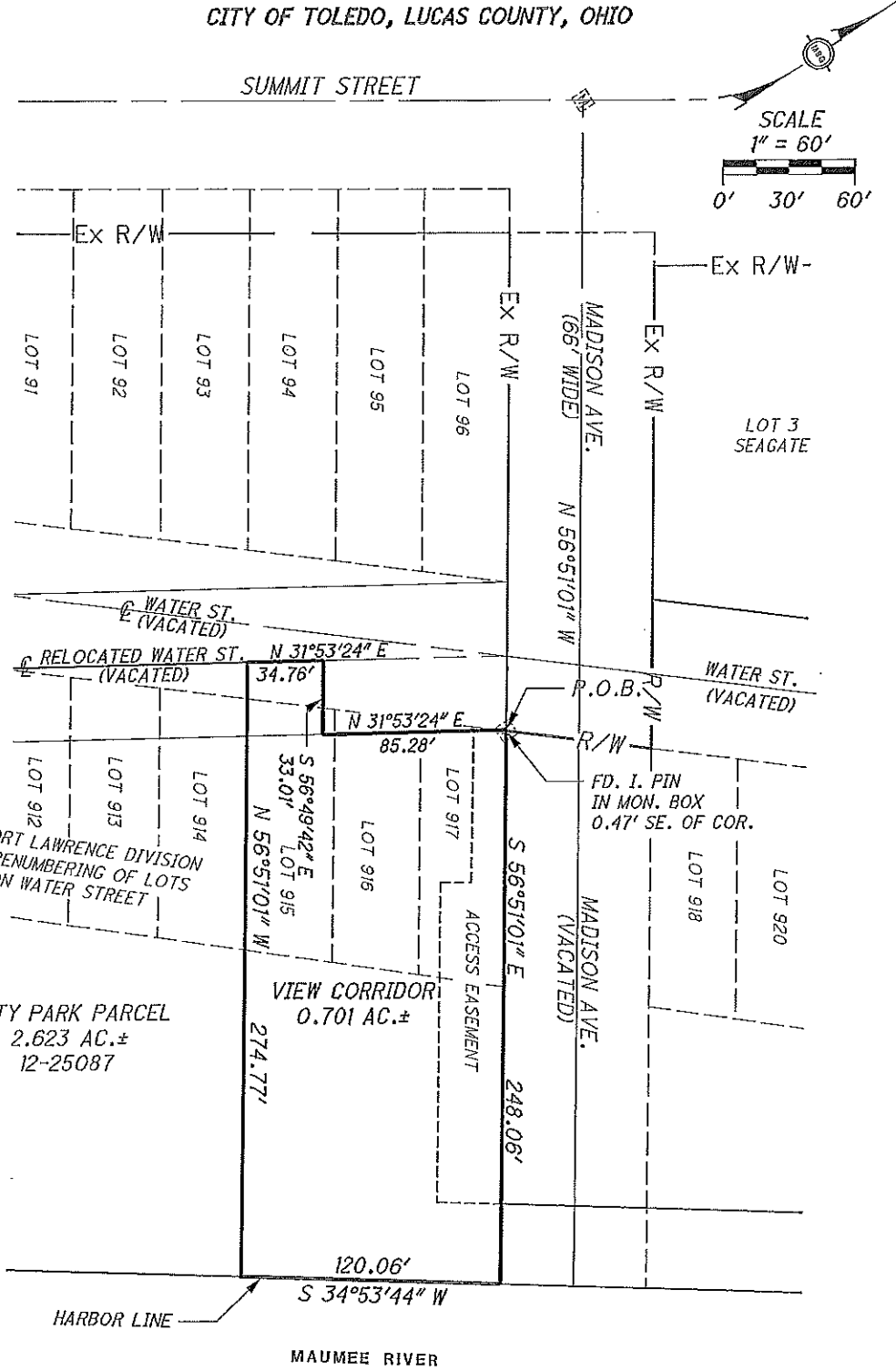
## **EXHIBIT G**

G Section 3.6

View Corridor in Promenade  
Park (this is the sight-line  
negative easement) – legal  
description

# EXHIBIT G VIEW CORRIDOR

IN  
LOTS 915-917 RENUMBERING OF LOTS ON WATER STREET IN PORT LAWRENCE DIVISION,  
CITY OF TOLEDO, LUCAS COUNTY, OHIO



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**JAMES A. BROADWAY, P.S.**  
 LICENSED PROFESSIONAL SURVEYOR  
 OHIO LICENSE NO. 6909  
 DATE: 03/03/2015  
 JOB NUMBER: P1250005



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**EXHIBIT G**  
**VIEW CORRIDOR**  
**IN**

**LOTS 915-917 RENUMBERING OF LOTS ON WATER STREET IN PORT LAWRENCE DIVISION,  
CITY OF TOLEDO, LUCAS COUNTY, OHIO**

**0.701 ACRE VIEW CORRIDOR**

**LEGAL DESCRIPTION**

All that part of Lots 915 thru 917 of the Renumbering of Lots on Water Street in the Port Lawrence Division and Vacated Water Street, City of Toledo, Lucas County, Ohio, bounded and described as follows:

BEGINNING at a point on the southwesterly right of way of Madison Avenue at its intersection with the former southeasterly right of way of relocated Water Street (now vacated) (Iron Pin in Monument Box found 0.47 feet South 56 degrees 51 minutes 01 seconds East);

1. Thence South 56 degrees 51 minutes 01 seconds East a distance of 248.06 feet, along said southwesterly right of way line of Madison Avenue (now vacated) to a point on the Harbor Line of the Maumee River;
2. Thence South 34 degrees 53 minutes 44 seconds West a distance of 120.06 feet, along said Harbor Line of the Maumee River to a point;
3. Thence North 56 degrees 51 minutes 01 seconds West a distance of 274.77 feet to a point on the former centerline of relocated Water Street (now vacated);
4. Thence North 31 degrees 53 minutes 24 seconds East a distance of 34.76 feet, along said former centerline of relocated Water Street to a point;
5. Thence South 56 degrees 49 minutes 42 seconds East a distance of 33.01 feet to a point on the former southeasterly right of way line of relocate Water Street (now vacated);
6. Thence North 31 degrees 53 minutes 24 seconds East a distance of 85.28 feet, along said former southeasterly right of way line to the POINT OF BEGINNING, containing 0.701 acres, more or less within Auditor's PPN 12-25087 . Subject to all highways, easements and restrictions of record.

This description was prepared by The Mannik Smith Group on March 25, 2015 and is based on a survey of the premises.

Bearing control is based on Ohio State Plane, North zone, NAD83 (2011) Adjustment.



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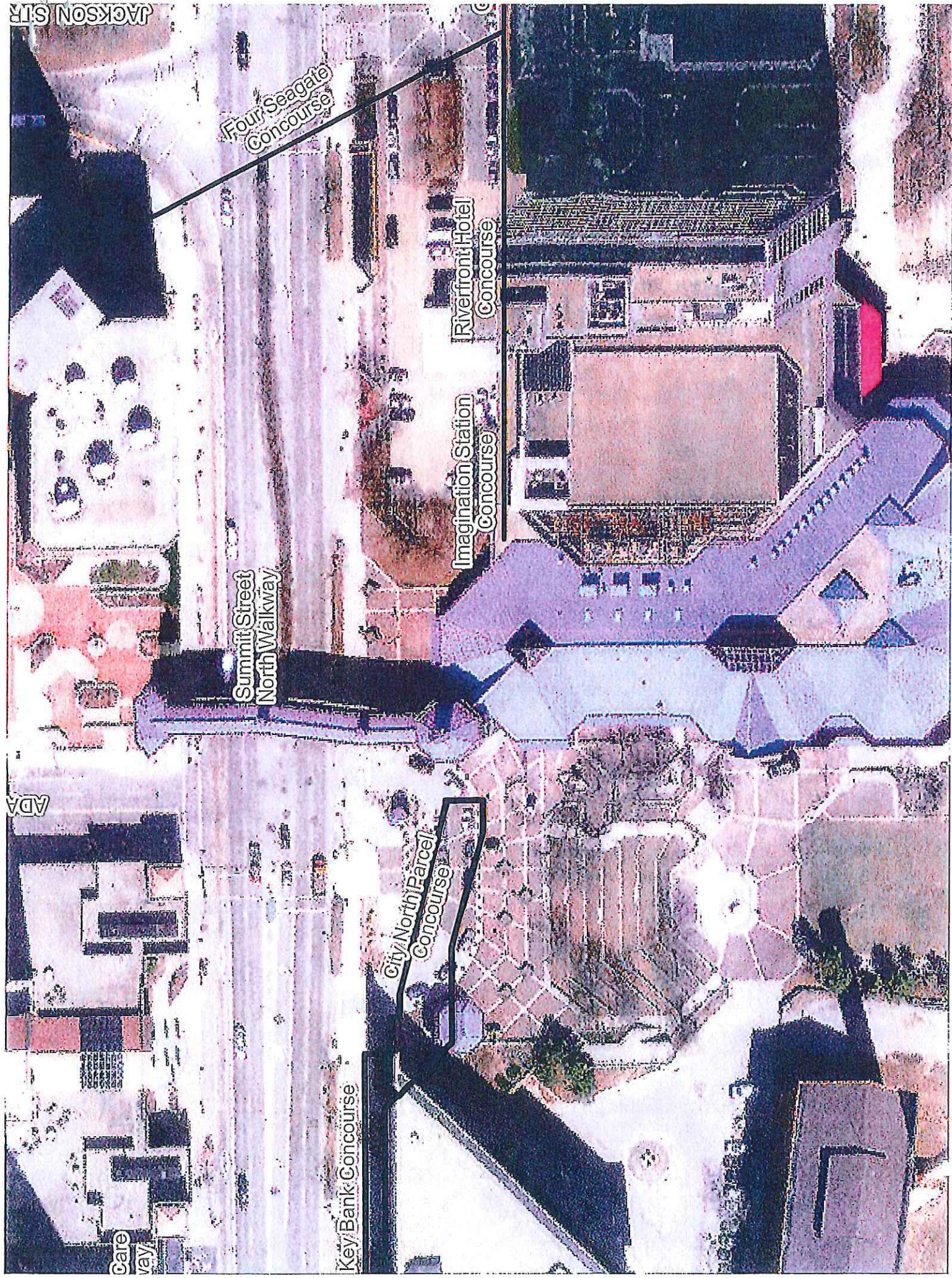
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## **EXHIBIT H**

- H Section 5.2 Site Plan Showing Pedestrian Walkways
- Edison Building Walkway
  - Manor Care Walkway
  - Summit Street South Walkway
  - Summit Street North Walkway
  - Four SeaGate concourse
  - Vistula Garage Concourse
  - One SeaGate Concourse
  - Riverfront Hotel Concourse
  - Imagination Station Concourse
  - City North Parcel Concourse
  - KeyBank Concourse





Four Seagate Concourse

Riverfront Hotel Concourse

Imagination Station Concourse

Summit Street North Walkway

City North Parcel Concourse

Key Bank Concourse