

**REAL ESTATE TRANSFER AND DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF TOLEDO AND THE TOLEDO CITY SCHOOL DISTRICT BOARD
OF EDUCATION CONCERNING BOWMAN PARK, BYRNE PARK AND
NEWBERRY SCHOOL SITE**

This Development Agreement (“Agreement”) is made and entered into this ____ day of _____, 2019 (“Effective Date”) by and between the CITY OF TOLEDO, OHIO (“City”), a municipal corporation and political subdivision under the laws of the State of Ohio, having an address of One Government Center, Suite 2200, Toledo, Ohio 43604, and the TOLEDO CITY SCHOOL DISTRICT BOARD OF EDUCATION (“District”), a public school district and political subdivision under the laws of the State of Ohio, having an address of 1609 N. Summit St., Toledo, Ohio 43604.

RECITALS

WHEREAS, the District owns the real property located at 1062 Newbury St., Toledo OH 43609 consisting of approximately 2.1 acres of land and further described and depicted on **Exhibit A**; and

WHEREAS, the City owns the real property located at 4671 Jackman Rd., Toledo, OH 43613 which is the site of Bowman Park, consisting of approximately 45.8 acres of land and further described and depicted on attached **Exhibit B** (the “Bowman Park Site”) and the real property located at 2201 S. Byrne Rd. Toledo, OH 43614 which is the site of Byrne Park, consisting of approximately 6.1 acres of land and further described and depicted on attached **Exhibit C**; and

WHEREAS, the District desires to acquire the City Properties in order to promote community development and provide community recreational facilities; and the City desires to acquire the real property located on Newbury St. to promote community development and community recreational facilities; and

WHEREAS, Ohio Revised Code Sections 3313.40 and 3313.41 authorize the City and the District to exchange and sell real estate to one another upon such terms as the City and the District deem to be in their best interest; and

WHEREAS, the Council of the City of Toledo has authorized this Agreement in Ordinance No. **XXX-XX** passed _____, which is attached as **Exhibit D**; and

WHEREAS, the Toledo City School District Board of Education has authorized this Agreement in Resolution No. **XXX-XXXX** passed _____ which is attached as **Exhibit E**.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and the other mutual promises and covenants contained herein, the District and the City agree as follows:

**ARTICLE I
CONVEYANCE OF CITY PROPERTIES TO THE DISTRICT**

- 1.1 **Conveyance of City Properties to the District; Compensation.** As soon as is practicable but in no event later than six (6) months following the execution of this Agreement by the City and the District, and upon the satisfaction of all other requirements and conditions described in this Agreement and in applicable City ordinances, rules, and regulations, the City shall convey marketable title to the District of the Property pursuant Quit Claim Deed in substantially the same

form as attached **Exhibit F** the City properties shown on **Exhibits B** and **C** consisting of approximately 52.6+ acres.

- 1.2 **Conveyance of District Property to the City.** As soon as is practicable but in no event later than six (6) months following the execution of this Agreement by the City and the District, and upon the satisfaction of all other requirements and conditions described in this Agreement and in applicable City ordinances, rules, and regulations, the District shall convey marketable title to the City of the Property pursuant Quit Claim Deed in substantially the same form as attached **Exhibit G** the District properties shown on **Exhibit A** consisting of approximately 2.1+ acres.

- 1.3 **Right of Entry and Inspection.** The District shall have the right to examine the Current City Sites prior to conveyance and have the property examined by any persons whom it shall designate, including, without limitation, contractors, engineers, surveyors, and soil testing personnel. The City shall permit the District and any persons it designates to have access to the Current City Sites, and shall afford them the opportunity to inspect and perform any tests upon the Current City Sites that the District deems necessary or appropriate to determine if the Current City Sites are suitable and desirable for its purposes. The District shall assume sole responsibility for any and all claims, losses, damages, and expenses arising from the entry onto the Current City Sites by the District, its agents, employees, contractors and representatives.

The City shall have the right to examine the Current School Site prior to conveyance and have the property examined by any persons whom it shall designate, including, without limitation, contractors, engineers, surveyors, and soil testing personnel. The District shall permit the City and any persons it designates to have access to the Current School Site, and shall afford them the opportunity to inspect and perform any tests upon the Current School Site that the City deems necessary or appropriate to determine if the Current School Site is suitable and desirable for its purposes. The City shall assume sole responsibility for any and all claims, losses, damages, and expenses arising from the entry onto the Current School Site by the City, its agents, employees, contractors and representatives.

- 1.4 **Condition of Premises; Responsibility for Damages.** The District shall accept the Current City Site “As Is”, in the condition it is at the time of its conveyance, subject to all defects therein, whether concealed or otherwise, and the District hereby acknowledges that the City has not made any representations or warranties, either written or oral, express or implied, with respect to the conditions, suitability, or state of repair of the Current City Sites. The District agrees to assume sole responsibility for all liability, damages, claims of whatever nature or type, in any way arising out of the use, occupation, operation or condition of the Current City Sites or any of the improvements now existing or to be constructed thereon, including any liability arising out of environmental conditions, whether known or unknown.

The City shall accept the Current District Sites “As Is”, in the condition it is at the time of its conveyance, subject to all defects therein, whether concealed or otherwise, and the District hereby acknowledges that the City has not made any representations or warranties, either written or oral, express or implied, with respect to the conditions, suitability, or state of repair of the Current City Sites. The District agrees to assume sole responsibility for all liability, damages, claims of whatever nature or type, in any way arising out of the use, occupation, operation or condition of the Current City Sites or any of the improvements now existing or to be constructed thereon, including any liability arising out of environmental conditions, whether known or unknown.

ARTICLE II DEVELOPMENT PLAN

- 2.1 **Construction and Maintenance Not to Interfere With Ball Games.** Any construction, inspection, demolition, maintenance or any other activities performed by the District or its agents pursuant to this Agreement shall not interfere with any scheduled ball games at Bowman Park.
- 2.2 **Payment for Utilities and Maintenance of Grass at Bowman Park.** The District agrees to pay all utilities, including all water, sanitary and storm water sewer utilities for the Bowman Park Site. The District further agrees to maintain, per the City standards, the grass and any improvements located at the Bowman Park site.
- 2.3 **Permitting and Scheduling for Use of Park Facilities.** The District agrees that outside of the school baseball season, the city will handle permitting and scheduling the use of the Bowman Park Site facilities, in accordance with current city policies and procedures.

ARTICLE III REPRESENTATIONS AND WARRANTIES

- 3.1 **As to District.** District represents to City:
- a) The execution, delivery and performance of this Agreement and any related agreements including any leases referenced herein do not or will not violate any provision of any existing law or regulation, order or decree of any court of governmental entity, and do not violate any provisions of, or constitute a default under, any agreement, or contract to which the District is a party, including, but not limited to, any agreements with any governmental agency, including but not limited to the Ohio School Facilities Commission. Further, all work which has been performed, or which will be performed, by the District in accordance with provisions of this Agreement shall be performed in full compliance with all Federal, State and local laws, rules, ordinances, orders and regulations.
 - b) The District has the power to make, deliver and perform this Agreement and has taken, or will take, all necessary action to obtain all necessary or appropriate authorizations for the execution of this Agreement.
 - c) The District is the fee owner of the Current School Site and has not entered into any agreement as the owner which would create an obligation on the City as the successor owner that would materially and adversely affect the City which has not been disclosed to the City in writing. Except as disclosed to the City in writing, the District is not in default in the performance, observance, or fulfillment of any of the material obligations, covenants, or conditions set forth in any such agreement.
- 3.2 **As to City.** City represents to District:
- a) The execution, delivery and performance of this Agreement by the City will not violate any provision of any existing law, regulation, order or decree of any court or governmental

entity, and will not violate any provisions of, constitute a default under any agreement or contract to which it is a party.

- b) The City has the power to make, deliver and perform as required under this Agreement and has taken all necessary action to authorize the foregoing.
- c) The City is the fee owner of the Current City Sites and has not entered into any agreement as the owner that would materially and adversely affect the District. Except as disclosed to the District in writing, the City is not in default in the performance, observance, or fulfillment of any of the material obligations, covenants, or conditions set forth in any such agreement.

ARTICLE IV HEARING AND APPROVAL SCHEDULE

- 4.1 **Further Reviews.** Upon the execution of this Agreement by the City and the District, the parties shall diligently undertake and prosecute the further reviews and approvals necessary to accomplish the objectives of this Agreement. The parties recognize that the approval of this Agreement does not guarantee that the necessary approvals will be secured, but do commit to pursuing the process in good faith with the intention to fulfill the terms of this Agreement.

ARTICLE V INSURANCE

- 5.1 **Responsibility for Maintenance and Insurance.** The District and the City shall assume sole responsibility and expense for the maintenance of all property owned by that respective party under this Agreement, and for providing appropriate liability insurance, or risk management reserves.

ARTICLE VI COOPERATION BETWEEN THE PARTIES; EXECUTION OF OTHER DOCUMENTS

- 6.1 The District and the City recognize that the District's Building Program presents a unique opportunity for a cooperative effort that can improve the physical condition of the City; provide state-of-the-art educational facilities for students; make available to the public enhanced athletic and recreational spaces; and provide economic benefits to the Toledo economy over the next decade. Therefore, the District and the City intend to cooperate with one another fully by:
- a) Jointly approving of all signage and public relations material relevant to this Agreement.
 - b) Jointly participating in the public hearing process necessary for the leasing, transfer, or rezoning of land;
 - c) Making good faith efforts to adhere to timelines;
 - d) Seeking creative solutions to problems;

- e) Executing in a timely manner all other documents and instruments necessary to fulfill the terms and obligations of the parties under this Agreement.

ARTICLE VII DISPUTE RESOLUTION

- 7.1 **Mediation.** In the event of any dispute between the parties concerning the terms, conditions or requirements of this Agreement, or any other Agreement authorized herein, which the parties are unable to resolve between themselves, the parties shall engage in a non-binding mediation process. All fees associated with such mediation will be equally divided by the parties. The parties shall utilize the services of a mediator affiliated with or recommended by the Ohio Parks and Recreation Association (“OPRA”), 1069A West Main Street, Westerville, Ohio 43081 or the Trust for Public Land, 660 Pennsylvania, Ave., S.E., Washington, D.C. 20003.
- 7.2 **Notice and Cure.** In the event one of the parties to this Agreement believes the other party is in default of any of its obligations hereunder, the party alleging a default shall, prior to taking any action to enforce the terms of this Agreement, or to rescind this Agreement, or taking any action alleging a breach of this Agreement, provide the party in default with a written notice specifically describing the breach or default in performance and providing at least sixty (60) days for the other party to cure the breach or default. If, during such sixty (60) day period, the party in default commences action to cure the default and continually makes progress to cure, and does cure such default, then the other party shall have no claim concerning the default.
- 7.3 **Remedies.** Subject to completion of a mediation process as set forth in paragraph 7.1 and subject to the notice and cure provisions in paragraph 7.2, both parties to this Agreement retain all rights to strictly enforce the terms of this Agreement and to seek all remedies for a breach of this Agreement, including but not limited to the right to specifically enforce this Agreement and the conveyances provided for herein.

ARTICLE VIII MISCELLANEOUS

- 8.1 **Notices.** Any notice required or allowed to be sent under this Agreement shall be either (1) hand-delivered to the other party, and if so hand-delivered shall be effective on the day following its delivery, or (2) sent by regular United States mail, and if so sent shall be effective three (3) days following its mailing date. Any notice to the City shall be addressed to:

Commissioner of Development
Department of Neighborhood & Business Development
One Government Center / Suite 2250
Toledo, OH 43604

With a Copies To: Director of Neighborhood & Business Development
Department of Neighborhood & Business Development
One Government Center Suite 1800
Toledo, Ohio 43604

Director of Law
City of Toledo Department of Law
One Government Center, Suite 2200
Toledo, Ohio 43 604-2293

Any notice to the District shall be addressed to:

Superintendent, Toledo Public Schools
Toledo Public Schools Educational Campus
1609 N. Summit St.
Toledo, Ohio 43604

With a Copy To: Business Manager
Toledo Public Schools Educational Campus
1609 N. Summit St.
Toledo, Ohio 43604

8.2 **Governing Law.** This Agreement shall be construed under and governed by the laws of the State of Ohio.

8.3 **Headings.** The paragraph captions or headings contained in this Agreement are for convenience of reference only and are not to be used in the interpretation of this Agreement or as a description, expansion, modification, or limitation of the scope of the particular paragraphs to which they refer.

8.4 **Integration.** This Agreement contains the complete understanding and agreement of City and the District with respect to the subject matter of this Agreement, and all prior representations, negotiations, and understandings, written or oral, are superseded by and merged into this Agreement. Neither the City nor the District shall be liable or bound to the other in any manner by any agreement, warranty, representation or guarantee, except as specifically set forth in this Agreement or in any instrument executed in accordance with this Agreement. The introductory Recitals to this Agreement are incorporated herein as substantive provisions of this Agreement.

8.5 **Force Majeure.** In the event of enforced delay in the performance by either party of obligations under this Agreement due to unforeseeable causes beyond its control and

without its fault or negligence, including, but not restricted to, acts of God or of the public enemy, acts of the government, acts of the other party, fires, floods, epidemics, or severe weather, excluding labor strike, the time for performance of such obligations shall be extended for the period of the enforced delays; provided that the party seeking the benefit of the provisions of this Section shall within a reasonable period of time after the beginning of such enforced delay, have first notified the other party in writing of the causes thereof and requested an extension for the period of the enforced delay.

Neither City nor the District shall be required to perform any term, condition or covenant in this Agreement so long as such performance is prevented by any cause not reasonably within the control of the City or the District and which by the exercise of best efforts the City or the District unable, wholly or in part, to prevent or overcome. This Section shall not operate to excuse the District from the prompt payment of any charges or other payments required by the terms of this Agreement.

- 8.6 **Approvals.** All consents and approvals required or permitted under this Agreement shall not be unreasonably withheld or delayed, and in the case of the City shall be given by the Mayor and/or Director of Law, and/or the Director of Neighborhoods, and in the case of the District, shall be given by the Superintendent or Chief Business Manager, or their respective successors in such offices. Either party shall be entitled to conclusively rely on the consent or approval of the other provided that the same is executed by those persons holding the offices or authorized to perform the duties of such offices specified herein.
- 8.7 **Assignment.** The District shall make no assignment of its interest in this Agreement or interest in convey fee title to the combined site to any person or entity other than the City without obtaining the prior written approval of City. In the event of any assignment or conveyance, District shall continue to be obligated to perform this Agreement unless the City expressly releases District from such obligations in a written instrument duly executed by an authorized representative of the City. Any assignment or conveyance in violation of this provision shall be null and void.
- 8.8 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument.
- 8.9 **Severability; Reformation.** In the event any provision of this Agreement shall be found to be illegal or unenforceable by a court of competent jurisdiction, then in that event such illegal or unenforceable provision shall be severed from the balance of this Agreement and the balance of the Agreement shall be enforced in accordance with its terms. In the event the court deems the illegal or unenforceable provision to be not severable from the balance of this Agreement, then in that event the parties authorize the court to reform this Agreement in a manner that accomplishes the objectives of the parties as described herein.
- 8.10 **Amendment.** This Agreement may only be amended or changed by a writing signed by both parties hereto.

IN WITNESS WHEREOF, the City the District have executed this Agreement of the Effective Date first written above.

**THE CITY OF TOLEDO, AN OHIO
MUNICIPAL CORPORATION**

By: _____
Wade Kapszukiewicz, Mayor

**FOR THE TOLEDO CITY SCHOOL
DISTRICT BOARD OF EDUCATION**

By: _____
Stephanie Eichenberg, Board President

By: _____
Romules Durant, Superintendent

By: _____
Ryan Stechschulte, Treasurer

APPROVED AS TO FORM:

Law Department

APPROVED AS TO CONTENT:

Brandon Sehlhorst, Commissioner of Development

Exhibit A



LEGAL DESCRIPTION
Former Newberry School Site

Lots Eight (8) through Seventeen (17) excepting that part North of the new alley and Lot One Hundred Fifteen (115), all in Wright and Stebbins Addition to Toledo, Lucas County Volume 7 of Plats, page 14.

1062 Newbury St
Parcel # 16-36121

Exhibit B



LEGAL DESCRIPTION - Bowman Park Site

Parcel I

A parcel of land being part of the Northeast Quarter (1/4) of Section 16, Town Nine (9) South, Range Seven (7) East, and part of Lots 3, 4 & 5 of the Subdivision of Harris Farm in Plat Volume 15, page 32 in Lucas County Recorder's Office, City of Toledo, Lucas County, Ohio, and being more particularly described as follows:

Commencing at a found ½ " Bolt in Monument Box at the Intersection of the Centerline of Laskey Road (R/W Varies) and the Centerline of Jackman Road (R/W Varies), also being the Northeast Corner of Section 16;

Thence S00°22'23"E, on and along a line being the Centerline of Jackman Road (R/W Varies), a distance of 1058.44', to a set mag nail, Also being the True Point of Beginning of the Split;

Thence continuing S00°22'23"E, on and along a line being the Centerline of said Jackman Road (R/W Varies), a distance of 38.67', to a set mag nail;

Thence Southwesterly along the Northerly line of said parcel currently or formerly owned by Metropolitan Park District of the Toledo Area as recorded in Official Deed # 20111031-0045269, 49.67' along the arc of a curve deflecting to the left to a found 5/8" Iron Pin at the intersection with the Westerly line of Jackman Road (R/W Varies), a total arc of 402.25' to a point of tangency therein, said curve having a radius of 2904.73' and a chord which bears S33°18'36"W, 401.93';

Thence S29°20'32"W, on and along a line being the Northwesterly line of said parcel currently or formerly owned by Metropolitan Park District of the Toledo Area as recorded in Official Deed # 20111031-0045269 in the Lucas County Recorder's Office, a distance of 1,541.80' (feet) to an Iron Pin Set with cap stamped "Bryan D. Ellis 8292";

Thence N73°02'23"W, a distance of 31.21' (feet) to a found Iron Pin;

Thence N51°00'09"W, on and along a line being the Northeasterly line of a parcel currently or formerly owned by Toledo City School District Board of Education as recorded in Official Deed # 20110204-0004900 in the Lucas County Recorder's Office, a distance of 535.11' (feet) to a found Iron Pin;

Thence N16°06'36"W, on and along a line being the Northeasterly line of a parcel currently or formerly owned by Toledo City School District Board of Education as recorded in Official Deed # 20110204-0004898 in the Lucas County Recorder's Office, a distance of 548.60' (feet) to a found Iron Pin;

Thence N44°36'10"W, on and along a line being a Northeasterly line of a parcel currently or formerly owned by Toledo City School District Board of Education as recorded in Official Deed # 20161207-0050727 in the Lucas County Recorder's Office, a distance of 96.61' (feet) to a

found Iron Pin;

Thence N00°23'04"E, on and along a line being the Easterly line of said parcel currently or formerly owned by Toledo City School District Board of Education as recorded in Official Deed # 20110204-0004899 in the Lucas County Recorder's Office, a measured distance of 822.81' (feet) to an Iron Pin Set with cap stamped "Bryan D. Ellis 8292";

Thence S88°23'34"E, on and along a line being a Southerly line of said parcel currently or formerly owned by The City of Toledo and the Southerly line of the Replat of the Replat of Toledo Town & Country Miracle Mile Plat as recorded in Official Deed # 98-0264810 and Plat Volume 132, Page 10 respectively in the Lucas County Recorder's Office, a distance of 1636.92' (feet) to the True Point of Beginning of the Split, and passing a found Plat Monument at 73.16' (Feet);

Containing an area of 41.014 Ac., 1,786,596 SF of land more or less with 0.040 Ac., 1,765 SF falling within the Right-of-Way of Jackman Road (R/W Varies) and subject to all legal highways, leases, easements and restrictions of record.

APPROVED AS TO LEGAL DESCRIPTION:



8/15/2019

Robert Babcock, PS
City of Toledo
Engineering Services

Date

Parcel II

All that part of the North 60 acres of the Northeast ¼ of Section 16, Section 16, Town 9 South, Range 7 East, City of Toledo, Lucas County, Ohio, bounded and described as follows:

Starting at the Northeast corner of said Section 16; Thence North 90° 00' 00" West, along the North line of said Section 16, a distance of 1784.60 feet to a point on a line that is 680.00 feet Easterly of the West line of the Northeast ¼ of said Section 16 (as measured at right angles to said West line of the Northeast ¼ of said Section 16) and being the point of beginning of the premises hereinafter described; Thence South 01° 14' 52" East, parallel with the West line of the Northeast ¼ of said Section 16, a distance of 400.00 feet to a point; Thence South 90° 00' 00" East, parallel with the North line of said Section 16, a distance of 234.06 feet to the West line of the Replat of The Replat of Toledo Town & Country Miracle Mile, a subdivision recorded in Volume 132 of Plats, Pages 10 and 11, Lucas County Plat Records; Thence South 01° 14' 52" East, along the West line of said Replat of The Replat of Toledo, Town & Country Miracle Mile, a distance of 657.81

feet to the South line of the North 60 acres of the Northeast $\frac{1}{4}$ of said Section 16; Thence South $89^{\circ} 59' 33''$ West, along the South line of the North 60 acres of the Northeast $\frac{1}{4}$ of said Section 16, a distance of 284.07 feet to a point on a line that is 630.00 feet Easterly of the West line of the Northeast $\frac{1}{4}$ of Section 16 (as measured at right angles to said West line of the Northeast $\frac{1}{4}$ of said Section 16) and being the Southeast corner of Fair Acres, a subdivision recorded in Volume 50 of Plats, Page 32, Lucas County Plat Records; Thence North $01^{\circ} 14' 52''$ West, parallel with the West line of the Northeast $\frac{1}{4}$ of said Section 16 and being along the East line of said Fair Acres, a distance of 1057.85 feet to the North line of said Section 16 and being the Northeast corner of said Fair Acres; Thence South $90^{\circ} 00' 00''$ East, along the North line of said Section 16, a distance of 50.01 feet to the point of beginning, excepting therefrom the South 20 feet of the North 50 feet thereof. Subject to legal highways.

Containing 4.748 acres, more or less, including exception, of which 0.057 acres lies within the North 50 feet right-of-way of Laskey Road.

0 W. Laksey Rd.
Parcel # 18-23104

APPROVED AS TO LEGAL DESCRIPTION:



6/3/2014

Robert Babcock, PS
City of Toledo
Engineering Services

Date

LEGAL DESCRIPTION - Parcel Split to Black Diamond Nursery

A parcel of land being part of Southeast Quarter (1/4) of Section 16, Town Nine (9) South, Range Seven (7) East, and part of Lot 3 of the Subdivision of Harris Farm in Plat Volume 15, page 32 in Lucas County Recorder's Office, City of Toledo, Lucas County, Ohio, and being more particularly described as follows:

Commencing at a found 1/2" Bolt in Monument Box at the Intersection of the Centerline of Laskey Road (R/W Varies) and the Centerline of Jackman Road (R/W Varies), also being the Northeast Corner of Section 16;

Thence S00°22'23"E, on and along a line being the Centerline of Jackman Road (R/W Varies), a distance of 1058.44' to a set mag nail;

Thence continuing S00°22'23 "E, on and along a line being the Centerline of said Jackman Road (R/W Varies), a distance of 38.67', to a set mag nail;

Thence Southwesterly along the Northerly line of said parcel currently or formerly owned by Metropolitan Park District of the Toledo Area as recorded in Official Deed # 20111031-0045269, 49.67' along the arc of a curve deflecting to the left to a found 5/8" Iron Pin at the intersection of with the westerly line of Jackman Road (R/W varies), a total arc of 402.25' to a point of tangency therein, said curve having a radius of 2904.93' and chord which bears S33°18'36"W, 401.93';

Thence S29°20'32"W, on and along a line being the Northerly line of said parcel currently or formerly owned by Metropolitan Park District of the Toledo Area as recorded in Official Deed # 20111031-0045269 in the Lucas County Recorder's Office, a distance of 1,541.80' (feet) to an Iron Pin Set with cap stamped "Bryan D. Ellis 8292", Also being the True Point of Beginning of the Remainder;

Thence Southwesterly along the Northerly line of a parcel currently or formerly owned by Black Diamond Properties Limited as recorded in Official Deed # 05-203710 in the Lucas County Recorder's Office, a total arc of 713.99' to a point of tangency therein, said curve having a radius of 1,454.50' and a chord which bears S43°25'00"W, 706.84';

Thence Southwesterly along the Northerly line of a parcel currently or formerly owned by Black Diamond Properties Limited as recorded in Official Deed # 05-203710 in the Lucas County Recorder's Office, a total arc of 507.75' to a point of tangency therein, said curve having a radius of 617.28' and a chord which bears S80°50'02"W, 493.56';

Thence N40°15'08"E, on and along a line being a Southeasterly line of said parcel currently or formerly owned by Toledo City School District Board of Education as recorded in Official Deed # 20110204-0004900 in the Lucas County Recorder's Office, a distance of 177.37' (feet) to a found Iron Pin;

Thence N59°17'41"E, on and along a line being a Southeasterly line of said parcel currently or formerly owned by Toledo City School District Board of Education as recorded in Official Deed # 20110204-0004900 in the Lucas County Recorder's Office, a distance of 105.45' (feet) to a found Iron Pin;

Thence N77°59'22"E, on and along a line being a Southeasterly line of said parcel currently or formerly owned by Toledo City School District Board of Education as recorded in Official Deed # 20110204-0004900 in the Lucas County Recorder's Office, a distance of 42.13' (feet) to a found Iron Pin;

Thence S52°49'26"E, on and along a line being an Southeasterly line of said parcel currently or formerly owned by Toledo City School District Board of Education as recorded in Official Deed # 20110204-0004900 in the Lucas County Recorder's Office, a distance of 90.29' (feet) to a found Iron Pin;

Thence N50°28'22"E, on and along a line being a Southeasterly line of said parcel currently or formerly owned by Toledo City School District Board of Education as recorded in Official Deed # 20110204-0004900 in the Lucas County Recorder's Office, a distance of 182.35' (feet) to a found Iron Pin;

Thence N81°34'17"E, on and along a line being a Southeasterly line of said parcel currently or formerly owned by Toledo City School District Board of Education as recorded in Official Deed # 20110204-0004900 in the Lucas County Recorder's Office, a distance of 254.14' (feet) to a found Iron Pin;

Thence N43°14'36"E, on and along a line being a Southeasterly line of said parcel currently or formerly owned by Toledo City School District Board of Education as recorded in Official Deed # 20110204-0004900 in the Lucas County Recorder's Office, a distance of 91.60' (feet) to a found Iron Pin;

Thence N35°32'00"E, on and along a line being a Southeasterly line of said parcel currently or formerly owned by Toledo City School District Board of Education as recorded in Official Deed # 20110204-0004900 in the Lucas County Recorder's Office, a distance of 289.98' (feet) to a found Iron Pin;

Thence S73°02'23"E, a distance of 31.21' (feet) to an Iron Pin Set with cap stamped "Bryan D. Ellis 8292", also being the True Point of Beginning of the Remainder;

Containing an area of 2.706 Ac., 117,884 SF of land more or less and subject to all legal highways, leases, easements and restrictions of record.

APPROVED AS TO LEGAL DESCRIPTION:



8/15/2019

Robert Babcock, PS
City of Toledo
Engineering Services

Date

Exhibit C



LEGAL DESCRIPTION - Byrne Park

A parcel of land being part of Fractional Section 20, Town 3, USR, City of Toledo, Lucas County, Ohio, which is more particularly described as follows:

Commencing at a found Roadway Monument being an Iron Pin in Monument Box at the intersection of Byrne Road (100' Right-of-Way) and Glanzman Road (Right-of-Way Varies);

thence S30°32'08"E, on and along the Centerline of Right-of-Way of said Byrne Road (100' Right-of-Way), a distance of 637.10' (feet), to a point being the True Point of Beginning for Byrne Park;

thence N59°27'52"E, on and along the Southeasterly line of a parcel now or formerly owned by the Anne Grady Foundation, as recorded in Deed Number 96-0495E03, a distance of 167.83' (feet) and passing a set Iron Pin at 50.00' (feet) at the Right-of-Way of said Byrne Road;

thence on and along the Southeasterly line of a parcel now or formerly owned by the Anne Grady Foundation, as recorded in Deed Number 96-0495E03, on a curve to the left having a radius of 330.00' (feet), a Chord Bearing of N37°36'49"E, a Chord length of 245.65' (feet), and a distance of 251.70' (feet), to a set Iron Pin;

thence S88°15'38"E, on and along a line being the Southerly line of a parcel now or formerly owned by Toledo-Lucas County Public Library being Parcel Number 18-08901, a distance of 170.63' (feet) to a set Iron Pin;

thence S01°44'22"W, on and along a line being a Westerly line of a parcel now or formerly owned by Toledo-Lucas County Public Library as recorded in Deed Number 90-0160A05, a distance of 150.00' (feet) to a set Iron Pin;

thence S88°15'38"E, on and along the Southerly line of said parcel now or formerly owned by Toledo-Lucas County Public Library as recorded in Deed Number 90-0160A05, a distance of 209.00' (feet), to a set Iron Pin;

thence S01°44'22"W, on and along a line being the Westerly line of a parcel currently or formerly owned by Annlee Keeler Trustee, as recorded in Deed Number 86-331C07, a distance of 383.14' (feet), to a set Iron Pin;

thence S59°27'52"W, on and along a line being the Northwesterly line of a parcel currently or formerly owned by David and Deborah Wagener, as recorded in Deed Number 89-0403C09, a distance of 142.12' (feet), to a found Iron Pin;

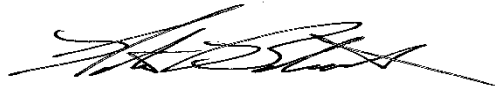
thence N30°32'08"W, on and along a line being the Northeasterly line of a parcel currently or formerly owned by Mar Toledo Investments LLC., as recorded in Deed Number 20050505-0031085 a distance of 35.00' (feet) to a point being S59°27'52"W, 1.00' (feet) of a found Iron Pin;

thence S59°27'52"W, on and along a line being the Northwesterly line of said parcel currently or formerly owned by Mar Toledo Investments LLC., as recorded in Deed Number 20050505-0031085 a distance of 290.00' (feet) to a point on the Centerline of Right-of-Way of said Byrne Road (100' Right-of-Way), also passing a set Iron Pin at 240.00'(feet);

thence N30°32'08"W, on and along the Centerline of Right-of-Way of said Byrne Road (100' Right-of-Way), a distance of 527.05' (feet), to a point being the True Point of Beginning for Byrne Park;

Containing an area of 6.899 Ac., 300,546 SF of land more or less of which 0.605 Ac., 26,388 SF of land more or less lies within the right of way Byrne Road (100' R/W), and subject to all legal highways, leases, easements and restrictions of record.

APPROVED AS TO LEGAL DESCRIPTION:

A handwritten signature in black ink, appearing to be "M. J. Smith", written over a horizontal line.

8/19/2019