



July 2020

Dale R. Emch,
City Law Director
One Government Center,
Suite 2250
Toledo, Ohio 43604

Dear Law Director,

Let this document stand as a formal demand by the Women Of The Old West End (WOWE) for you to direct that the City Of Toledo immediately return to City of Toledo registered ownership, park land and the City-owned properties known as Warren Park and the former Warren Elementary School sites.

Sites that contrary to the conditions established by Toledo City Council within **Ordinance 520-2015 Warren Park & Warren Elementary Site Sale** and subsequent **2015 Real Estate Purchase and Development Agreement** were transferred improperly to the Warren A.M.E. Church. The expressed purpose of the Ordinance 520-15 being the construction of a 32 unit housing complex, with a community center, (the "Project") through its affiliate Warren A.M.E. Church Housing Opportunities, Inc. (WHO). Documentation is enclosed with specific conditions, and date certain mandated for the legal transfer of property by Ordinance and Purchase Agreement demonstrably left unsatisfied and making any property transfer to the Warren A.M.E. Church unlawful.

**Appendix A : Ordinance 520-15 / Warren Park & Warren
Elementary Site Sale**

The parties then signed and agreed to specific conditions detailed within the 2015 Real Estate Purchase and Development Agreement entered into December 7, 2015.

**Appendix B : 2015 Real Estate Purchase and Development
Agreement**

Under the mandated conditions of the **2015 Real Estate Purchase and Development Agreement** item **13. CLOSING**. The second sentence clearly states that “However, in any event, the **Closing** shall occur no later than **October 26, 2017.**” **WHO** and **City** shall comply with the following **at or before the Closing** : **(underline added)**

- c. Purchaser** shall deliver an executed recordable **Easement** to the **City** over the full width of Warren Street for utility purposes.

Warren Utility Easement to the **City** “Section 3. **Grantor’s Rights.**” States that the “Grantor reserves the right to use and enjoy the easement area. No buildings, trees, driveways, sidewalks, surface roads, and similar improvements shall be constructed within the easement area.”

Item **13. CLOSING** of the **2015 Real Estate Purchase and Development Agreement** concludes with the statement mandating that :

“All of the documents to be supplied by **WHO** shall be satisfactory in form and substance to **City** and shall be submitted to **City** for review at least seven (7) days prior to the **Closing Date**.” **(underline added)**

This clearly did not occur or delay the illegal transfer of City property.

Appendix C : Warren Utility Easement dated December 28, 2017

Though due at or before the **Closing**, the **Warren Utility Easement is dated December 28, 2017** well after the **Ordinance 520-2015 Real Estate Purchase and Development Agreement** mandated **Closing**, on or before October 26, 2017.

Under the mandated conditions of the 2015 Real Estate Purchase and Development Agreement **2. CONSIDERATION** is found the requirement that “At **Closing**, **WHO** shall deliver to the City a net cash settlement amount equal to the **Purchase Price** by check payable to the City of Toledo or by electronic transfer of funds.

Appendix D : (1/30/2018) ORD 520-15 Warren Payment of \$32,000 Deposited

Found at Appendix D is the documentation that Brandon Sehlhorst did not receive the \$32,000 due at **13. Closing**, on or before **October 26, 2017**. It was not received by the City of Toledo Division of Treasury and paid until January 30, 2018. **(underline added)**

The City executed a spurious **CORPORATION QUIT CLAIM DEED** executed on **October 26, 2017** but **unrecorded until January 4, 2018**.

Appendix E : CORPORATION QUIT CLAIM DEED executed on
October 26, 2017

The Quit Claim Deed was executed even though the required mandatory conditions of the **2015 Real Estate Purchase and Development Agreement** were left unsatisfied. Especially troubling is that Paul Syring from the Law Department helped execute and notarized a **CORPORATION QUIT CLAIM DEED** without due diligence of assurance that the conditions were satisfied.

So as demonstrated by this Warren Commons Development Timeline below, transfer of **Warren Park & Warren Elementary Site** was not a legal act given the mandates and intent of **ORD 520-15** and the **2015 Real Estate Purchase and Development Agreement**.

- 1.) Ordinance No. 520-15 / Passed by Council / October 27, 2015
- 2.) 2015 Real Estate Purchase and Development Agreement and mandated conditions Signed by parties / December 7, 2015
- 3.) 2015 Real Estate Purchase and Development Agreement conditions mandated **Closing**, due on or before **October 26, 2017**
- 4.) Corporation Quit Claim Deed Signed / October 26, 2017
- 5.) Utility Easement DUE completed on or before October 26, 2017
Created / Signed on December 28, 2017
- 6.) Corporation Quit Claim Deed Recorded / January 4, 2018
- 7.) Utility Easement Recorded / January 9, 2018
- 8.) ORD 520-15 Warren Payment of \$32,000 DUE completed on or before October 26, 2017 Deposited to City / January 30, 2018

Subsequently, even though Toledo City Council passed an Ordinance for the specific purpose of developing a 32 unit housing complex with a community center (the “Project”) through its affiliate Warren A.M.E. Church Housing Opportunities, Inc. (WHO) financing was not acquired and it was not completed. WHO has been marketing the site for sale to another group for another intensive use since they did not meet the conditions created by Toledo City Council for the transfer of public land to a private entity.

Toledo City Council Ordinance 520-15 clearly stated in item “SECTION 2. That the Development Agreement and needed instruments shall contain other terms and conditions deemed necessary and proper by the Mayor, the Department of Law and the Department of Development.” The mandated conditions for the approval of the conveyance did not occur per the 2015 Real Estate Purchase and Development Agreement. **(underline added)**

Toledo City Council Ordinance 520-15 clearly stated in item “SECTION 6. That authorizations as stated herein shall expire twenty-four months (24) after passage of this Ordinance in the event conveyance of the subject property has not occurred.” **(underline added)**

Finally found within the **2015 Real Estate Purchase and Development Agreement** Item **19. Miscellaneous.** (Sentence Four) “No amendments , modifications or variations of the terms ad conditions of this **Agreement** shall be valid unless the same are in writing and signed by all parties hereto.”

From all the evidence presented it is most troubling, and abundantly clear, there was an illegal transfer of City property in defiance of the conditions and terms of a Toledo City Council Ordinance authorizing conditions for sale.

Therefore, the Women Of The Old West End (WOWE) demand an immediate response from the office of the Law Director with a response to this citizen request for Law Department action. Including we trust an investigation of those responsible for attempting the transfer of City of Toledo property without the requirements for said transfer being completed as mandated by Toledo City Council Ordinance 520-15 and the subsequent 2015 Real Estate Purchase and Development Agreement.

Sincerely yours,

David J. Neuendorff
2228 Scottwood Avenue
Toledo, Ohio 43620

ATTACHMENTS INCLUDED

**Appendix A : Ordinance 520-15 / Warren Park & Warren
Elementary Site Sale**

**Appendix B : 2015 Real Estate Purchase and Development
Agreement**

Appendix C : Warren Utility Easement dated December 28, 2017

**Appendix D : (1/30/2018) ORD 520-15 Warren Payment of
\$32,000 Deposited**

**Appendix E : CORPORATION QUIT CLAIM DEED executed on
October 26, 2017**

CERTIFICATE OF SERVICE

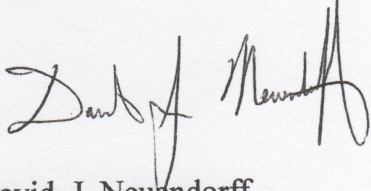
The undersigned certifies that a true and accurate copy of the foregoing “**Dale Emch / Notification Of Illegal Property Transfer**” was sent to the City Of Toledo Law Director concerning the City improperly transferring to the Warren A.M.E. Church a City park and property in violation of Toledo City Council **Ordinance 520-2015 Warren Park & Warren Elementary Site Sale** and subsequent **2015 Real Estate Purchase and Development Agreement** conditions. This notification was served certified via regular United States Postal Service on this **16 th day** of **July 2020** upon the following :

Dale R. Emch,
City Law Director
City of Toledo, Department Of Law
One Government Center,
Suite 2250
Toledo, Ohio 43604

Respectfully Submitted by :

David J. Neuendorff

Mailed : July 16, 2020



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