

**STATE OF OHIO
DEPARTMENT OF TRANSPORTATION
PURCHASE CONTRACT FOR PROPERTY CONVEYED PURSUANT TO R.C. 5501.45(E)**

ODOT Agreement No.	County: Wood & Lucas
Jaelyn Noirot, District 2 Real Estate Administrator Property Manager for ODOT	Route: Roche De Boeuf
Ohio Department of Transportation 317 E. Poe Road Bowling Green, Ohio 43402 419-373-7173	Section: NA Parcel(s): Parcel 020 ES1 & 020 ES2
ODOT Address and Phone Number	See attached legal description and plat
City of Waterville 419-878-8100	State Job No.: 428028 PID: 107405
Grantee(s) Name and Phone Number	Grantee: Site or P.M.: Site Parcel Size: Acres 5.627 AC Square Feet
25 North Second St Waterville, OH 43566	
Grantee(s) Address	
County of Lucas and Wood Roche De Boeuf Bridge	
Location of State Owned Property: See Exhibit A's	

This Agreement, entered into this _____ day of _____, _____, by and between the State of Ohio, by and through its Director of Transportation or said Director's duly authorized representative ["Grantor"] and City of Waterville["Grantee"], and

WHEREAS, under authority of Section 5501.40 and Section 5501.46 of the Ohio Revised Code, Grantor acquired certain land in fee simple title which is particularly described in Exhibit C attached hereto by Warranty Deed dated July 1, 1943 and recorded August 5, 1943 in Lucas County Records at Vol. 1109 Page 353, and recorded October 6, 1943 in Wood County Records at Vol. 264 Page 527, containing 5.627 acres, which had been used by Grantor as a Bridge facility in the 1940's, a use in connection with the state highway system; and

WHEREAS, in accordance with section 5501.45 of the Ohio Revised Code, Grantor has determined that a portion of that property, more particularly described in **Exhibit A's as Parcel 020-ES1 & 020-ES2 Director Deed** attached hereto [hereinafter referred to as the "Subject Property"] and depicted on **Exhibit B is no longer needed by the State for highway or recreation purposes,**

WHEREAS, the Grantee is a political subdivision of the State of Ohio such that under R.C. 5501.45(E), Grantor may convey the Subject Property upon such consideration as the Director of Transportation determines to be fair and reasonable, without competitive bidding; and

WHEREAS, the Director of Transportation has determined that the sum of One Dollar (\$1.00) together with other good and valuable consideration is the fair and reasonable consideration to be paid for the conveyance of the Subject Property by the Grantee; and the Grantee has agreed to payment of such consideration under the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the foregoing together with the promises, agreements, conditions and covenants stated in this Agreement, Grantor and Grantee hereby agree as follows:

1. Grantee will pay to Grantor the sum of \$1 at the time of the consummation and closing of this Agreement.
2. Grantee will not under any circumstances advertise, offer or agree to sell or otherwise convey or alienate the Subject Property, or any portion thereof, to any third party until after the Director's Deed contemplated by this Agreement has been delivered to Grantee. If Grantee fails to abide with the terms of this section, then, at its exclusive option, Grantor may cancel the within contemplated sale and conveyance to Grantee.
3. Grantee will assume and pay all taxes, assessments and penalties that might be due and payable on said property as of the date of this Agreement, if any, and Grantee will be exclusively responsible for any and all taxes, assessments and penalties subsequently assessed and accrued.
4. Grantor, upon fulfillment of all the obligations and terms of this Agreement, will convey the Subject Property to the Grantee. The conveyance instrument will be a Director's Deed (as provided for in section 5501.45(E) of the Ohio Revised Code) that quit-claims all the rights, titles and interests of the State of Ohio in the Subject Property, **identified as Parcel 020-ES1 & 020-ES2, subject, however, to an existing non-exclusive easement to Ohio Gas Company of Ohio which is recorded in Instrument No. _____ of the Records of Lucas County, Ohio; which is depicted on Exhibit B; together with a non-exclusive easement to The Toledo Edison (First Energy) which is recorded in Instrument No. _____ of the Records of Lucas County, Ohio; which is depicted on Exhibit B, and depicted on Exhibit B as provided in greater detail later in this Agreement.** The Director's Deed will be delivered to Grantee at the time of consummation and closing of this Agreement.

5. PUBLIC USE OF THE SUBJECT PROPERTY

The conveyance to the City of Waterville of the Subject Property will be conditioned upon the City of Waterville's continued **use of the Subject Property for public purposes which shall be subject to a right of reversion to the State of Ohio, Department of Transportation**, in the event that the City of Waterville discontinues or fails to continue a public use thereof. **Deed restrictions will be included to protect the integrity of the Roch De Boeuf rock. ODOT Chief Legal will facilitate those communications and the wording of the restrictions.**

6. NONDISCRIMINATION

The City of Waterville for itself and its successors in interest and assigns, as a part of the consideration being transferred to Grantor for the herein contemplated conveyance of the Subject Property, does hereby covenant and agree that:

- (a) No person on the grounds of race, color, national origin, sex, age, or disability shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of the above described property.
- (b) In the construction of any improvements on, over, or under the above described property and the furnishing of services thereon, no person on the grounds of race, color, national origin, sex, age, or disability shall be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination.
- (c) The above described property shall be used in a manner that at all times is in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. DOT – Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
- (d) In the event that this instrument grants a lease, license, or permit and any of the above nondiscrimination covenants is breached, then the State of Ohio, Department of Transportation, shall have the unfettered right to terminate the lease, license or permit and to re-enter and repossess the above-described property and hold the same as if said lease, license or permit had never been made or issued.
- (e) In the event that this instrument grants a fee or easement interest and any of the above nondiscrimination covenants is breached, the State of Ohio, Department of Transportation, shall have the unfettered right to re-enter the above described

property, and said property will thereupon revert to and vest in and become the absolute property of the State of Ohio and its successors and assigns for the use and benefit of the Department of Transportation.

- (f) In the event that this instrument grants a lease, fee or easement interest, all of the foregoing nondiscrimination covenants shall be and are covenants running with the land.

7. The consummation and closing of this Agreement will occur at such time and place as the parties may agree, but not later than 60 days after Grantor notifies Grantee in writing that the Grantor is ready to consummate and close this Agreement.

8. Grantee will take possession of the Subject Property at the time the consummation and closing of this Agreement occurs.

9. If the Subject Property, or a portion thereof, is damaged or destroyed by fire or other cause between the date on which this Agreement is executed by the parties and the date on which this Agreement is consummated and closed, then at its exclusive option Grantor may:

- (a) Elect to proceed with the consummating and closing this Agreement, in which event Grantor will restore the Subject Property to substantially the same condition it was at the time of the execution of this Agreement; or
- (b) Elect to rescind this Agreement, in which event the parties will be released from all duties, obligations and liabilities created by this Agreement and the Down Payment will be refunded to Grantee.

10. Grantor is conveying the Subject Property in an AS-IS, WHERE-IS condition, including any existing buildings, structures and improvements currently situated on the Subject Property, WITH ALL FAULTS, including all defects, known or unknown; provided, however Grantor (without a duty to inspect and discover) shall disclose to Grantee any and all defects or faults known to Grantor. Both Grantor and Grantee are acting at arm's length to protect their own interests, and Grantee has and will use its own independent judgment concerning the sale and purchase of the Subject Property. Grantor does not make to Grantee, and Grantor expressly disclaims, any representations, warranties and/or guarantees, express or implied, oral or written, of any kind whatsoever as to the Subject Property, including but not limited to any warranties of title. Grantee is accepting responsibility for any costs associated with removal of any buildings or structures present on the Subject Property.

11. To the extent permitted by applicable law Grantee assumes all environmental liability and responsibility with respect to the land and its improvements and further agrees to hold harmless the State of Ohio and its Department of Transportation, employees, agents, contractors and officials against any and all damages, claims, liability, loss, fines, or expenses, including, but not limited to, attorney's fees and litigation costs, related to the discovery, presence, disposal, release or clean-up of contaminants, hazardous materials, or wastes affecting the Subject Property, or the

soil, water, vegetation, buildings or personal property located thereon, whether known or unknown, as well as any personal injury or property damage related to such contaminants, hazardous materials or other pollutants. The foregoing agreement will survive the consummation and closing of this Agreement.

12. The parties understand that Grantor is retaining ownership of a channel easement 0.974-acre area that is approximately 40 feet easterly of the right of way of the Abandoned Lima and Toledo Traction Railroad. This area of land is designated on the south side of the river in Wood County, this land has no Wood County auditor parcel number. As part of this transaction, Grantor will grant this easement area is described in Exhibit A as Parcel 20-CH and which is depicted on Exhibit B. Grantee may make use of this easement area but shall not interfere with ingress or egress of any party granted rights to locate and maintain the cellular communications tower.

13. This Agreement will be a valid and binding contract for sale and purchase of the Subject Property at such time as it is fully executed by both Grantor and Grantee.

14. Any and all of the terms, conditions and provisions of this Agreement shall be binding upon and shall inure to the benefit of Seller and Purchaser and their respective heirs, executors, administrators, successors and assigns.

15. This Agreement will be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.

16. This instrument contains the entire agreement between the parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatsoever, express or implied, other than herein set forth, shall be binding upon either Grantor or Grantee.

17. No amendment or modification of this Agreement shall be valid or binding upon the Parties unless it is made in writing, cites this Agreement and is signed by Grantor and Grantee.

18. Any person signing this Agreement in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this Contract on such principal's behalf.

IN WITNESS WHEREOF, the parties hereto, namely the State of Ohio, Department of Transportation and the City of Waterville have executed this Agreement on the date(s) indicated immediately below their respective signatures.

GRANTEE/PURCHASER

City of Waterville

By: _____, Mayor

Date: _____, 20__

Approved as to format:

City of Waterville, Department of Law

Approved as to content:

City of Waterville

Accepted by GRANTOR/SELLER:

STATE OF OHIO
DEPARTMENT OF TRANSPORTATION

Pamela Boratyn, Director

By: Partick McColley, District Deputy Director

Date: _____, 20__

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Ver. Date 05/05/26

PID 107405

**PARCEL 20-ES1
WOO-LUC ROCHE DE BOEUF
EXCESS LAND**

The Director of Transportation has determined the following described real estate to be excess land. Pursuant to law (R.C. 163.59, R.C. 5501.34 and other applicable statutes) such excess land may be (1) acquired from a willing seller by the State of Ohio, for the use and benefit of the Department of Transportation, although such excess land may not be appropriated, or (2) disposed of by the Director of Transportation.

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Wood, Middleton Township, Town 1 in United States Reserve of Twelve Miles Square at the Foot of the Rapids of the Miami of Lake Erie, River Tract 45, out of a parcel of land conveyed to the State of Ohio by deed of record in Deed Volume 264, Page 525 and Deed Volume 269, Page 56, and being on the left and right side of the centerline of right of way of the Abandoned Lima and Toledo Traction Railroad as shown on a centerline survey plat made in May 2020, for the State of Ohio Department of Transportation titled "WOO-LUC ROCHE DE BOEUF, PID 107405" recorded in Wood County Plat Volume 24 Page 38, and in Lucas County Instrument Number 20210602-0027636 and bounded and described as follows:

Commencing, at the intersection of the centerline of right of way State Route 65 with the centerline of right of way of the Abandoned Lima and Toledo Traction Railroad and Forst Road (Station 441+54.42 State Route 65 and Station 2979+37.90 Abandoned Lima and Toledo Traction Railroad), reference a MAG nail found (Station 441+54.37 0.08 feet right State Route 65 and 2979+37.81 Abandoned Lima and Toledo Traction Railroad);

Thence North 01 Degrees 16 Minutes 17 Seconds East a distance of 34.01 feet with said centerline of the Abandoned Lima and Toledo Traction Railroad, to a point on the Northerly existing right of way line of State Route 65 being the *True Point of Beginning* (Station 441+70.43, 30.00 feet left State Route 65 and Station 2979+71.91 Abandoned Lima and Toledo Traction Railroad);

Thence South 63 Degrees 11 Minutes 10 Seconds West a distance of 57.89 feet with said Northerly existing right of way line to an iron pin set at the intersection of said Northerly existing right of way line with the line common to the Westerly right of way line of said Abandoned Lima and Toledo Traction Railroad and the Easterly line a parcel of land conveyed

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to Archaeological Conservancy by deed of record in Deed Volume 591, Page 790 (Station 441+12.53, 30.00 feet left State Route 65 and Station 2979+44.65, 51.07 feet left Abandoned Lima and Toledo Traction Railroad);

Thence with said common line, the following two courses:

1. North 00 Degrees 07 Minutes 18 Seconds East a distance of 1077.33 feet, passing an iron pin set 50 feet South of the Southerly edge of water of the Maumee River at 1027.33 feet, to a point at said edge of water being 80.00 feet Westerly of said centerline of the Abandoned Lima and Toledo Traction Railroad (Station 2990+20.11, 80.00 feet left Abandoned Lima and Toledo Traction Railroad);
2. North 02 Degrees 30 Minutes 37 Seconds East a distance of 285.00 feet, parallel with and 80.00 feet Westerly of said centerline of the Abandoned Lima and Toledo Traction Railroad, to a point on the County Line common to Wood County and Lucas County as shown on Lima and Toledo Traction Track Map (Parcels 309-313) (Station 2993+05.11, 80.00 feet left of the back tangent of the Abandoned Lima and Toledo Traction Railroad);

Thence South 87 Degrees 24 Minutes 07 Seconds East a distance of 148.00 feet with said County Line to a point on the Easterly right of way line of said Abandoned Lima and Toledo Traction Railroad (Station 2993+04.89, 68.00 feet right of the back tangent of the Abandoned Lima and Toledo Traction Railroad);

Thence with said Easterly right of way line, the following two courses:

1. South 02 Degrees 30 Minutes 37 Seconds West a distance of 285.00 feet, parallel with and 68.00 feet Easterly of said centerline of the Abandoned Lima and Toledo Traction Railroad, to a point on the Southerly edge of water of the Maumee River (Station 2990+19.89, 68.00 feet right Abandoned Lima and Toledo Traction Railroad);
2. South 02 Degrees 54 Minutes 49 Seconds West a distance of 1022.32 feet with the line common to the Easterly line of said Abandoned Lima and Toledo Traction Railroad and the Westerly line of Georgia E. Welles, Trustee of the Georgia E. Welles 1994 Living Trust, U/A/D November 23, 1994, passing an iron pin set at 50.00 feet, to an iron pin set at the intersection of said common line with the Northerly existing right of way line State Route 65 (Station 2979+96.44, 45.97 feet right Abandoned Lima and Toledo Traction Railroad and Station 442+22.53, 30.00 feet left State Route 65);

Thence South 63 Degrees 11 Minutes 10 Seconds West a distance of 52.11 feet with said Northerly existing right of way line, to the *True Point of Beginning*.

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The above described parcel contains 3.918 acres of land, more or less, of which the present road occupies 0.000 acres leaving a net take of 3.918 acres, more or less, out of a parcel of land that has no Wood County Auditor Permanent Parcel Number. Of the above described 3.918 acres, 1.002 acres are located within the waters of the Maumee River.

The bearings in this description are for project use only and are based on the Ohio State Plane Coordinate System, North Zone, NAD 83 (2011). Said coordinates originated from GPS observations of selected stations in the Ohio Department of Transportation Virtual Reference Station Network. The portion of the centerline of State Route 65 having a bearing of North 63 Degrees 11 Minutes 10 Seconds East is designated the Basis of Bearing for this description.

All references to records are to the Wood County Recorder's Office located in the City of Bowling Green, Ohio.

Points referred to as set are 3/4 inch diameter x 30 inch long re-bars with a 1 1/2 inch diameter aluminum cap marked "ODOT R/W DGL PS #8029".

The above description is based on a land survey performed in December of 2018, by DGL Consulting Engineers, LLC and was prepared by Ronald J. Lumbrezer, Ohio Professional Surveyor #8029.



Ronald J. Lumbrezer, P.S. #8029
DGL Consulting Engineers, LLC
3455 Briarfield Blvd - Suite E
Maumee, Ohio 43537
20-ES1

5/15/24
Date:



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**PARCEL 20-ES2
WOO-LUC ROCHE DE BOEUF
EXCESS LAND**

The Director of Transportation has determined the following described real estate to be excess land. Pursuant to law (R.C. 163.59, R.C. 5501.34 and other applicable statutes) such excess land may be (1) acquired from a willing seller by the State of Ohio, for the use and benefit of the Department of Transportation, although such excess land may not be appropriated, or (2) disposed of by the Director of Transportation.

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Lucas, City of Waterville, Town 1 in United States Reserve of Twelve Miles Square at the Foot of the Rapids of the Miami of Lake Erie, River Tract 39, out of a parcel of land conveyed to the State of Ohio by deed of record in Deed Volume 1109, Page 353, and being on the left and right side of the centerline of right of way of the Abandoned Lima and Toledo Traction Railroad as shown on a centerline survey plat made in May 2020, for the State of Ohio Department of Transportation titled "WOO-LUC ROCHE DE BOEUF, PID 107405" recorded in Wood County Plat Volume 24 Page 38, and in Lucas County Instrument Number 20210602-0027636 and bounded and described as follows:

Commencing, at a MAG nail shank marking the intersection of the centerline of right of way of River Road with the Northerly line of River Tract 39 (Station 459+57.94 River Road);

Thence with said centerline of right of way of River Road, the following eight courses:

1. South 35 Degrees 50 Minutes 00 Seconds West a distance of 952.70 feet to a 5/8 inch iron pin found (Station 450+05.24 River Road);
2. South 42 Degrees 37 Minutes 05 Seconds West a distance of 762.47 feet to a MAG nail found (Station 442+42.77 River Road);
3. South 48 Degrees 31 Minutes 53 Seconds West a distance of 645.98 feet to a point of curvature (Station 435+96.79 River Road);
4. Southwest with a curve to the right an arc distance of 325.78 feet to a point of tangency, said curve having a central angle of 48 Degrees 52 Minutes 02 Seconds, a radius of

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- 381.97 feet, a chord distance of 315.99 feet and a chord that bears South 72 Degrees 57 Minutes 54 Seconds West (Station 432+71.01 River Road);
5. North 82 Degrees 36 Minutes 05 Seconds West a distance of 8.00 feet to a point of curvature (Station 432+63.01 River Road);
 6. Northwest with a curve to the right an arc distance of 130.67 feet to a point of tangency, said curve having a central angle of 26 Degrees 08 Minutes 00 Seconds, a radius of 286.48 feet, a chord distance of 129.54 and a chord that bears North 69 Degrees 32 Minutes 05 Seconds West (Station 431+32.35 River Road);
 7. North 56 Degrees 28 Minutes 05 Seconds West a distance of 91.73 feet to a point of curvature (Station 430+40.62 River Road);
 8. Northwest with a curve to the left an arc distance of 45.57 feet to the intersection of the centerline of right of way of River Road with the Easterly right of way line of the Abandoned Lima and Toledo Traction Railroad, being the *True Point of Beginning*, said curve having a central angle of 09 Degrees 06 Minutes 53 Seconds, a radius of 286.48 feet, a chord distance of 45.53 and a chord that bears North 61 Degrees 01 Minutes 32 Seconds West (Station 429+95.04 River Road and Station 3000+10.78, 27.00 feet right Abandoned Lima and Toledo Traction Railroad);

Thence South 02 Degrees 24 Minutes 29 Seconds West a distance of 705.87 feet with said Easterly right of way line being 27.00 feet Easterly of and parallel with the centerline of the Abandoned Lima and Toledo Traction Railroad, to a point on the County Line common to Lucas County and Wood County (Station 2993+04.91, 27.00 feet right of the ahead tangent of the Abandoned Lima and Toledo Traction Railroad);

Thence North 87 Degrees 24 Minutes 07 Seconds West a distance of 66.00 feet with said County line, to a point on the Westerly right of way line of said Lima and Toledo Traction Railroad (Station 2993+05.13, 39.00 feet left of the ahead tangent of the Abandoned Lima and Toledo Traction Railroad);

Thence North 02 Degrees 24 Minutes 29 Seconds East a distance of 1095.24 feet with said Westerly right of way line being 39.00 feet Westerly of and parallel with the centerline of the Abandoned Toledo Traction Railroad, adjoining the Westerly line of a parcel of land conveyed to William R. Kidd and Penny Kidd by deed of record in Instrument Number 20171018-0045701, passing an iron pin set on the Southerly existing right of way line of River Road at 693.17 feet and an iron pin set on the Northerly existing right of way line of River Road at 753.81 feet, to an iron pin set on the Southerly existing right of way line of old State Route 24

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also known as Anthony Wayne Trail (Station 3004+00.37, 39.00 feet left Abandoned Lima and Toledo Traction Railroad and Station 529+97.81, 97.73 feet right old State Route 24);

Thence with said Southerly existing right of way line, the following two courses:

1. North 48 Degrees 52 Minutes 52 Seconds East a distance of 63.40 feet to a point (Station 3004+44.03, 6.97 feet right Abandoned Lima and Toledo Traction Railroad and Station 530+57.13, 93.96 feet right old State Route 24);
2. North 39 Degrees 52 Minutes 26 Seconds East a distance of 32.94 feet to a point on the line common to the Easterly right of way line of said Abandoned Lima and Toledo Traction Railroad and Westerly line of a parcel of land conveyed to Waterville Nursing Home Realty LLC by deed of record in Instrument Number 20150504-0017179 (Station 3004+70.17, 27.00 feet right Abandoned Lima and Toledo Traction Railroad and Station 530+87.57, 87.89 feet right old State Route 24);

Thence South 02 Degrees 24 Minutes 29 Seconds West a distance of 459.39 feet with said common line, passing a 5/8 inch iron pin with "7432" cap found at 0.09 feet, a 1/2 inch iron pipe found at 428.68 feet and the Northerly existing right of way line of River Road at 427.28 feet to the *True Point of Beginning*.

The above described parcel contains 1.709 acres of land, more or less, of which the present road occupies 0.094 acres leaving a net take of 1.615 acres, more or less, out of a parcel of land that has no Lucas County Auditor Permanent Parcel Number. Of the above described 1.709 acres, 0.976 acres are located within the waters of the Maumee River.

The bearings in this description are for project use only and are based on the Ohio State Plane Coordinate System, North Zone, NAD 83 (2011). Said coordinates originated from GPS observations of selected stations in the Ohio Department of Transportation Virtual Reference Station Network. The portion of the centerline of State Route 65 having a bearing of North 63 Degrees 11 Minutes 10 Seconds East is designated the Basis of Bearing for this description.

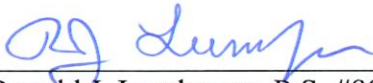
All references to records are to the Lucas County Recorder's Office located in the City of Toledo, Ohio.

Points referred to as set are 3/4 inch diameter x 30 inch long re-bars with a 1 1/2 inch diameter aluminum cap marked "ODOT R/W DGL PS #8029".

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The above description is based on a land survey performed in December of 2018, by DGL Consulting Engineers, LLC and was prepared by Ronald J. Lumbrezer, Ohio Professional Surveyor #8029.



Ronald J. Lumbrezer, P.S. #8029
DGL Consulting Engineers, LLC
3455 Briarfield Blvd - Suite E
Maumee, Ohio 43537
20-ES2

5/15/20
Date:



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PID 107405

**PARCEL 20-CH
WOO-LUC ROCHE DE BOEUF
PERPETUAL EASEMENT TO CONSTRUCT AND MAINTAIN A CHANNEL**

A perpetual easement for the construction and maintenance of a perpetual watercourse, ditch, channel or other drainage facility upon the within described real estate. Grantor/Owner herein retains the right to use said real estate for any and all other purposes provided that such use does not interfere with nor impair the exercise of the easement herein granted (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Wood, Middleton Township, Town 1 in United States Reserve of Twelve Miles Square at the Foot of the Rapids of the Miami of Lake Erie, River Tract 45, out of a parcel of land conveyed to the State of Ohio by deed of record in Deed Volume 264, Page 525 and Deed Volume 269, Page 56, and being on the left and right side of the centerline of right of way of the Abandoned Lima and Toledo Traction Railroad as shown on a centerline survey plat made in May 2020, for the State of Ohio Department of Transportation titled "WOO-LUC ROCHE DE BOEUF, PID 107405" recorded in Wood County Plat Volume 24 Page 38, and in Lucas County Instrument Number 20210602-0027636 and bounded and described as follows:

Commencing, at the intersection of the centerline of right of way of State Route 65 with the centerline of right of way of the Abandoned Lima and Toledo Traction Railroad and Forst Road (Station 441+54.42 State Route 65 and Station 2979+37.90 Abandoned Lima and Toledo Traction Railroad), reference a MAG nail found (Station 441+54.37, 0.08 feet right State Route 65 and 2979+37.81 Abandoned Lima and Toledo Traction Railroad);

Thence North 01 Degrees 16 Minutes 17 Seconds East a distance of 34.01 feet with said centerline of the Abandoned Lima and Toledo Traction Railroad, to a point on the Northerly existing right of way line of State Route 65 (Station 441+70.43, 30.00 feet left State Route 65 and Station 2979+71.91 Abandoned Lima and Toledo Traction Railroad);

Thence South 63 Degrees 11 Minutes 10 Seconds West a distance of 13.02 feet with said Northerly existing right of way line, to a point, said point being the ***True Point of Beginning*** (Station 441+57.40, 30.00 feet left State Route 65 and Station 2979+65.78, 11.49 feet left Abandoned Lima and Toledo Traction Railroad);

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1. Thence continuing South 63 Degrees 11 Minutes 10 Seconds West a distance of 44.87 feet with said Northerly existing right of way line, to an iron pin set at the intersection of said Northerly existing right of way line with the line common to the Westerly right of way line of said Abandoned Lima and Toledo Traction Railroad and the Easterly line of a parcel of land conveyed to Archaeological Conservancy by deed of record in Deed Volume 591, Page 790 (Station 441+12.53, 30.00 feet left State Route 65 and Station 2979+44.65, 51.07 feet left Abandoned Lima and Toledo Traction Railroad);
2. Thence North 00 Degrees 07 Minutes 18 Seconds East a distance of 1072.21 feet with the line common to said Railroad and Conservancy parcels, passing an iron pin set 50 feet South of the Southerly edge of water of the Maumee River at 1027.33 feet, to a point (Station 2990+15.00, 79.79 feet left Abandoned Lima and Toledo Traction Railroad);
3. Thence South 87 Degrees 29 Minutes 23 Seconds East a distance of 40.03 feet, perpendicular to the centerline of right of way of the Abandoned Lima and Toledo Traction Railroad, to a point (Station 2990+15.00, 39.75 feet left Abandoned Lima and Toledo Traction Railroad);
4. Thence South 00 Degrees 07 Minutes 18 Seconds West a distance of 1050.22 feet, parallel with and 40.00 feet Easterly of the Westerly right of way line of said Abandoned Lima and Toledo Traction Railroad, to the *True Point of Beginning*.

The above described parcel contains 0.974 acres of land, more or less, of which the present road occupies 0.000 acres leaving a net take of 0.974 acres, more or less, out of a parcel of land that has no Wood County Auditor Permanent Parcel Number.

The bearings in this description are for project use only and are based on the Ohio State Plane Coordinate System, North Zone, NAD 83 (2011). Said coordinates originated from GPS observations of selected stations in the Ohio Department of Transportation Virtual Reference Station Network. The portion of the centerline of State Route 65 having a bearing of North 63 Degrees 11 Minutes 10 Seconds East is designated the Basis of Bearing for this description.

All references to records are to the Wood County Recorder's Office located in the City of Bowling Green, Ohio.

Points referred to as set are ¾ inch diameter x 30 inch long re-bars with a 1½ inch diameter aluminum cap marked "ODOT R/W DGL PS #8029".


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The above description is based on a land survey performed in December of 2018, by DGL Consulting Engineers, LLC and was prepared by Ronald J. Lumbrezer, Ohio Professional Surveyor #8029.



Ronald J. Lumbrezer, P.S. #8029
DGL Consulting Engineers, LLC
3455 Briarfield Blvd - Suite E
Maumee, Ohio 43537
20-CH

5/15/24
Date:



LUCAS COUNTY
CITY OF WATERVILLE
RIVER TRACT 39
TOWN 1, UNITED
STATES RESERVE

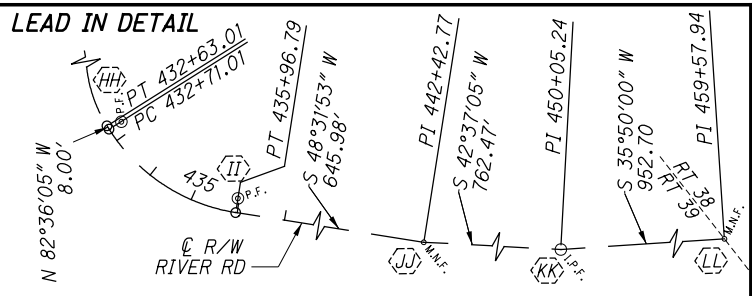
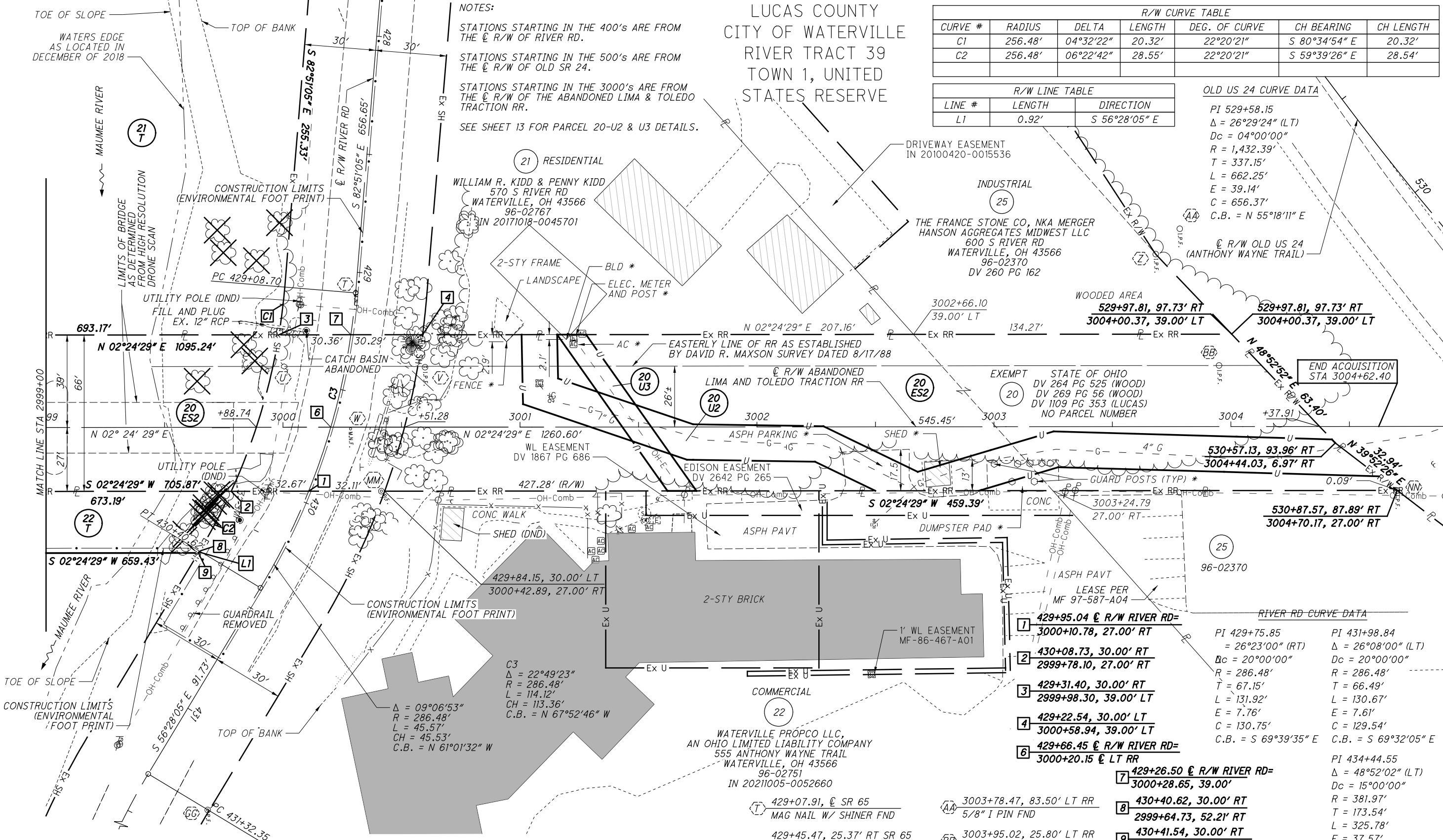
R/W CURVE TABLE						
CURVE #	RADIUS	DELTA	LENGTH	DEG. OF CURVE	CH BEARING	CH LENGTH
C1	256.48'	04°32'22"	20.32'	22°20'21"	S 80°34'54" E	20.32'
C2	256.48'	06°22'42"	28.55'	22°20'21"	S 59°39'26" E	28.54'

R/W LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	0.92'	S 56°28'05" E

OLD US 24 CURVE DATA

PI 529+58.15
 $\Delta = 26°29'24"$ (LT)
 $Dc = 04°00'00"$
 $R = 1,432.39'$
 $T = 337.15'$
 $L = 662.25'$
 $E = 39.14'$
 $C = 656.37'$
 $C.B. = N 55°18'11" E$

NOTES:
 STATIONS STARTING IN THE 400's ARE FROM THE \bar{C} R/W OF RIVER RD.
 STATIONS STARTING IN THE 500's ARE FROM THE \bar{C} R/W OF OLD SR 24.
 STATIONS STARTING IN THE 3000's ARE FROM THE \bar{C} R/W OF THE ABANDONED LIMA & TOLEDO TRACTION RR.
 SEE SHEET 13 FOR PARCEL 20-U2 & U3 DETAILS.



- (T) 429+07.91, \bar{C} SR 65
MAG NAIL W/ SHINER FND
 - (U) 429+45.47, 25.37' RT SR 65
3000+00.49, 25.66' LT RR
RR SPIKE FND
 - (V) 429+34.61, 33.06' LT SR 65
3000+59.99, 25.30' LT RR
5/8" I PIN W/ MAXSON CAP FND
 - (W) 429+64.81, 8.19' LT SR 65
3000+28.48, 0.68' RT RR
MAG NAIL FND
 - (Z) 3003+68.34, 72.80' LT RR
5/8" I PIN FND
 - (AA) 3003+78.47, 83.50' LT RR
5/8" I PIN FND
 - (BB) 3003+95.02, 25.80' LT RR
5/8" I PIN FND
 - (CC) 431+32.43, 29.36' LT
1/2" I PIPE FND
 - (MM) 3000+41.48, 27.00' RT
1/2" I PIPE FND
 - (NN) 3004+70.08, 27.00' RT
5/8" I PIN W/ "7432" CAP FND
- RBO - RELOCATE BY OTHERS

RIVER RD CURVE DATA

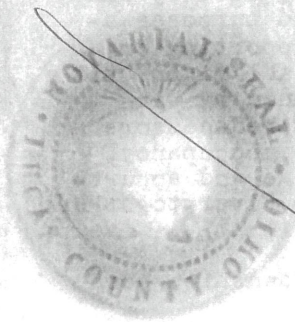
1	429+95.04 \bar{C} R/W RIVER RD= 3000+10.78, 27.00' RT	PI 429+75.85 $\Delta = 26°23'00"$ (RT) $Dc = 20°00'00"$ $R = 286.48'$ $T = 67.15'$ $L = 131.92'$ $E = 7.76'$ $C = 130.75'$ $C.B. = S 69°39'35" E$	PI 431+98.84 $\Delta = 26°08'00"$ (LT) $Dc = 20°00'00"$ $R = 286.48'$ $T = 66.49'$ $L = 130.67'$ $E = 7.61'$ $C = 129.54'$ $C.B. = S 69°32'05" E$
2	430+08.73, 30.00' RT 2999+78.10, 27.00' RT		
3	429+31.40, 30.00' RT 2999+98.30, 39.00' LT		
4	429+22.54, 30.00' LT 3000+58.94, 39.00' LT		
6	429+66.45 \bar{C} R/W RIVER RD= 3000+20.15 \bar{C} LT RR		
7	429+26.50 \bar{C} R/W RIVER RD= 3000+28.65, 39.00'		PI 434+44.55 $\Delta = 48°52'02"$ (LT) $Dc = 15°00'00"$ $R = 381.97'$ $T = 173.54'$ $L = 325.78'$ $E = 37.57'$ $C = 315.99'$ $C.B. = N 72°57'54" E$
8	430+40.62, 30.00' RT 2999+64.73, 52.21' RT		
9	430+41.54, 30.00' RT 2999+64.26, 53.00' RT		

* DENOTES ENCROACHMENT

SEA	DATE	DESCRIPTION
SEA	5-5-26	ADDED 20-ES2
SEA	1-29-26	REMOVED PARCELS 20-ES2 & 20-ES3
SEA	12-17-25	REMOVED 22-T, ADDED 20-ES3
SEA	12-30-24	ADDED PARCELS 20-U2 AND 20-U3
ADC	3-24-23	REMOVED PARCEL NUMBER 20-U2 AND 20-U3
ADC	1-18-23	ADDED ELEC. ENCROACHMENT / DRAFTING
ADC	8-15-22	ADDED TEMPORARY EASEMENTS
REV. BY	DATE	DESCRIPTION
	5/07/2021	

Exhibit B

be his voluntary act and deed, for the purpose therein mentioned.



In Witness Whereof I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

AUG - 5 1943

Howard W. Etchen, Notary Public, Lucas County, Ohio

TRANSFERRED
C. H. AUSTIN, Co. Auditor

PER

104 *EX*

RECEIVED and RECORDED at 12²⁴ P.M.

AUG 5 1943

Gerald J. Cullen

754 RECORDER, LUCAS COUNTY, OHIO
B.H.

Exhibit C

FORM 501

TUTTLEBLANK REGISTERED U.S. PAT. OFFICE
Tuttle Law Print Publishers, Rutland, Vt.

VOL 1109 PAGE 353

722566

TRANSFERRED JUL 30 1943
C. H. AUSTIN, Co. Auditor

DEED

PER

J. & J. B. R.

KNOW ALL MEN BY THESE PRESENTS, That,

WHEREAS, John C. Durfey is the duly appointed, qualified and acting Receiver of Cincinnati & Lake Erie Railroad Company by virtue of appointment by the United States District Court for the Southern District of Ohio, Western Division, at Dayton, Ohio, in the case of "The Pennsylvania Company for Insurances on Lives and Granting Annuities, a corporation organized and existing under the laws of the State of Pennsylvania and a Citizen of the State of Pennsylvania, Plaintiff, v. Cincinnati & Lake Erie Railroad Company, a corporation organized and existing under the laws of the State of Ohio, and a Citizen of the State of Ohio, Defendant", being Cause No. 323 in Equity on the docket of said Court; and

WHEREAS, said Receiver has filed in said cause an application for instructions relative to the proposed sale and conveyance to the grantee herein of the property hereinafter described; and

WHEREAS, in accordance with the procedure set forth in Title 28, U. S. Code, Section 847, as amended, the Court on the 3rd day of May, 1943, after due notice given according to law, found that said property should be sold at private sale, as provided in said application; and

WHEREAS, after due notice given in accordance with law, and after an appraisal had been returned in conformity to law, said Court on the 7th day of June, 1943, entered a decree of confirmation of said sale; and

WHEREAS, by the terms and provisions of said orders and decree said Receiver is required to execute and deliver to the said grantee a good and sufficient deed, transferring and conveying to the said grantee the property hereinafter described;

NOW, THEREFORE, I, John C. Durfey, as Receiver of Cincinnati & Lake Erie Railroad Company, by virtue and in execution of the authority to me granted by said Court and the statutes in such cases made and provided, and of the powers vested in me, and in consideration of the premises and the receipt of the consideration set forth in said agreement of sale and order of Court in said cause, the acknowledgment of the receipt and performance of which is hereby made, do hereby GRANT, BARGAIN, SELL and CONVEY all the right, title and interest of said Receiver and of Cincinnati & Lake Erie Railroad Company to the STATE of OHIO, its successors and assigns forever, in and to the following described property; to-wit:

Being all of the lands and structures owned by Cincinnati & Lake Erie Railroad Co. lying between the northerly right of way line, SH53, SH 65, Middleton Township, Wood County and the southerly line of the abandoned Miami and Erie Canal lands in the Village of Waterville, Waterville Township, Lucas County, Ohio, including among other things, the concrete arch bridge owned and previously used by Cincinnati & Lake Erie Railroad Co. for railroad purposes across the Maumee River and all structures supporting or otherwise connected with said bridge. Also all right, title and interest of whatsoever kind or nature owned by Cincinnati & Lake Erie Railroad Company or its predecessors in title, for the continued use, maintenance, occupancy, construction and reconstruction of said bridge and appurtenances in, over, and across the said Maumee River together with the following lands and tenements, to-wit:

TRACT I: Being situated in Middleton Township, Wood

County, Ohio and part of United States Reserve Tracts forty-four (44) and forty-five (45) and more particularly described as follows:

Beginning at a point where the east right of way line of Cincinnati & Lake Erie Railroad Company intersects the north right of way line of SH 53, SH 65 in said township; thence N 1° 53' E 1020 feet, more or less to the low water line of the Maumee River; thence west along said low water line 148 feet; thence S 0° 37' E 1074 feet, more or less to the north right of way line of said SH 53, SH 65; thence in a northeasterly direction along said right of way line 110 feet, more or less, to the place of beginning.

Being that part of the lands described in a certain deed from Jane E. Shoemaker to The Lima & Toledo Traction Company, dated April 3, 1907, recorded in Volume 146, page 298 of the Deed records of Wood County, Ohio, which lie north of the north right of way line of SH 53, SH 65, in said township.

Also all rights which Cincinnati & Lake Erie Railroad Company may have to that part of said Maumee River upon which the ground fronts.

TRACT II: Situated in the Village of Waterville, County of Lucas, State of Ohio, and in Town 1, U. S. Reserve, Tract No. 39, more particularly described as follows:

Beginning at a point in the low water line of the Maumee River thirty-nine (39) feet west of the former center line of Cincinnati & Lake Erie Railroad Co. (formerly the center line of Lima and Toledo Traction Co.); thence north 1° 44' east along a line parallel to and thirty-nine (39) feet distant from said center line, two hundred ninety-one (291) feet to the south line of lands formerly owned by Miami Stone Company; thence north 50° no minutes E., 86.11 feet to the said center line of said railroad; thence south 1° 44' east along a line parallel to and twenty-seven (27) feet distant from said center line of said railroad; thence three hundred fifty-nine and one tenth (359.1) feet to the low water mark of the Maumee River; thence westerly along said low water mark to the place of beginning, containing seventy-six hundredths (.76) acres more or less and being a strip of ground sixty-six feet wide extending through property formerly owned by Carrie Dodd.

Also including any right, or interest which said Cincinnati & Lake Erie Railroad Company or its predecessors may have in the Maumee River abutting on this land together with the same width land, namely sixty-six (66) feet across, the small island in said river near the point.

Being the same property conveyed by Carrie Dodd and Clarence Dodd to the Lima and Toledo Traction Company by deed dated April 3, 1907, recorded in Volume 329, at page 198 of the Deed records of Lucas County, Ohio.

TRACT III: A strip of land sixty-six (66) feet wide, and extending from the south line of the Miami and Erie Canal land to the property line between the lands formerly owned by Carrie Dodd and the Miami Stone Company, the west line of said strip of land being parallel to and thirty-nine (39) feet distant from the former center line of Cincinnati & Lake Erie Railroad Company (formerly the center line of The Lima and Toledo Traction Company); being all that part of the lands conveyed by the Flint Stone Company to The Lima Toledo Traction Company by deed dated April 19, 1907, recorded in Volume 340, at page 52 of the Deed Records of Lucas County, Ohio, which lies south of the former Miami Erie Canal lands.

TO HAVE and TO HOLD the said property and premises with all the privileges and appurtenances thereunto belonging, and the rents, issues and profits therefrom to the said State of Ohio, its successors and assigns forever, as fully and completely as the said John C. Durfey, as such Receiver by virtue of said authority from said Court and of the statutes made and provided for in such cases, might and should sell and convey the same, the same to be free and clear from all encumbrances whatsoever, except only taxes and assessments due after June 20, 1943, which the grantee assumes and agrees to pay.

IN WITNESS WHEREOF, the said John C. Durfey, as Receiver of Cincinnati & Lake Erie Railroad Company, has hereunto set his hand this 1st day of July, A.D., 1943.

Signed and Acknowledged in the Presence of:

Madge Martin

[Signature]
As Receiver of Cincinnati & Lake Erie Railroad Company

Marjorie Mauter

STATE OF OHIO, COUNTY OF CLARK, ss:

BE IT REMEMBERED, that on this 1st day of July, A.D., 1943, before me, the subscriber, a Notary Public, in and for said County personally came JOHN C. DURFEY, as Receiver of Cincinnati & Lake Erie Railroad Company, the grantor in the foregoing deed and acknowledged the signing thereof to be his voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.



MADGE MARTIN
Notary Public, Clark County, Ohio
Commission Expires Jan. 26, 1945

Madge Martin
Notary Public, Clark County, Ohio.

RECEIVED and RECORDED at 12:25 P.M.
AUG 5 1943 Gerald J. Cullen
#2.15 RECORDER, LUCAS COUNTY, OHIO B.K.

Adopted by the Toledo Real Estate Board, Oct. 15, 1914.

Chittenden Press, Toledo, Ohio
Form 1 722570
WARRANTY DEED—WITH DOWER

Received and Recorded at 1:02 P.M.
AUG 5 1943
Gerald J. Cullen
904 RECORDER, B.K.

Transferred AUG - 5 1943
A. Austin
AUDITOR
PER 104 JBR

Know all Men by these Presents:

***That** Arthur H. Pasch, single and unmarried

the grantor,

in consideration of One (\$1.00) Dollar and other good and valuable considerations

to him paid by Dorothy A. Girardot and Herbert Girardot

the receipt whereof is hereby acknowledged, does hereby Bargain, Sell and Convey to Dorothy A. Girardot and Herbert Girardot

**and their heirs, successors and assigns forever, the following described real estate,

situate in the County of Lucas State of Ohio via.:

A parcel of land described as follows:

Commencing at the Center of the Intersection of the West Line of Fractional Section Eighteen (18), Town Seven (7) North, Range Ten (10) East, Montlova Township, Lucas County, Ohio and U. S. Road No. 20 South; thence South fifteen hundred and twelve and one-half (1512.5) feet to point of beginning; thence East seven hundred and sixty-one and sixty-five hundredths (761.65) feet; thence South one hundred

Cincinnati & Lake Erie Railroad Co.
By Receiver

D E E D Vol 264 pg 525

2876 To
State of Ohio

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WHEREAS, John C. Durfey is the duly appointed,
qualified and acting Receiver of Cincinnati & Lake

Erie Railroad Company by virtue of appointment by the United States District Court for the
Southern District of Ohio, Western Division, at Dayton, Ohio, in the case of "The Pennsylvania
Company for Insurances on Lives and Granting Annuities, a corporation organized and existing
under the laws of the State of Pennsylvania and a Citizen of the State of Pennsylvania, Plain-
tiff, v. Cincinnati & Lake Erie Railroad Company, a corporation organized and existing under
the laws of the State of Ohio, and a Citizen of the State of Ohio, Defendant", being Cause No.
323 in Equity on the docket of said Court; and

WHEREAS, said Receiver has filed in said cause an application for instructions re-
lative to the proposed sale and conveyance to the grantee herein of the property hereinafter
described; and

WHEREAS, in accordance with the procedure set forth in Title 28, U.S. Code, Section

847, as amended, the Court on the 3rd day of May, 1943, after due notice given according to law, found that said property should be sold at private sale, as provided in said application; and

WHEREAS, after due notice given in accordance with law, and after an appraisal had been returned in conformity to law, said Court on the 7th day of June, 1943, entered a decree of confirmation of said sale; and

WHEREAS, by the terms and provisions of said orders and decree said Receiver is required to execute and deliver to the said grantee a good and sufficient deed, transferring and conveying to the said grantee the property hereinafter described;

NOW, THEREFORE, I, John C. Durfey, as Receiver of Cincinnati & Lake Erie Railroad Company, by virtue and in execution of the authority to me granted by said Court and the statutes in such cases made and provided, and of the powers vested in me, and in consideration of the premises and the receipt of the consideration set forth in said agreement of sale and order of Court in said cause, the acknowledgment of the receipt and performance of which is hereby made, do hereby GRANT, BARGAIN, SELL and CONVEY all the right, title and interest of said Receiver and of Cincinnati & Lake Erie Railroad Company to the STATE of OHIO, its successors and assigns forever, in and to the following described property; to-wit:

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Also all rights which Cincinnati & Lake Erie Railroad Company may have to that part of said Maumee River upon which the ground fronts.

TRACT II. Situated in the Village of Waterville, County of Lucas, State of Ohio, and in Town 1, U.S. Reserve, Tract No. 39, more particularly described as follows:

Beginning at a point in the low water line of the Maumee River thirty-nine (39) feet west of the former center line of Cincinnati & Lake Erie Railroad Co. (formerly the center line of Lima and Toledo Traction Co.); thence north 1° 44' east along a line parallel to and thirty-

(B)

Vol 264 Pg 527

DEED RECORD NO. 204

nine (39) feet distant from said center line, two hundred ninety-one (291) feet to the south line of lands formerly owned by Miami Stone Company; thence north 50° no minutes E., 86.11 feet to the said center line of said railroad; thence south 1° 44' east along a line parallel to and twenty-seven (27) feet distant from said center line of said railroad; thence three hundred fifty-nine and one tenth (359.1) feet to the low water mark of the Maumee River; thence westerly along said low water mark to the place of beginning, containing seventy-six hundredths (.76) acres more or less and being a strip of ground sixty-six feet wide extending through property formerly owned by Carrie Dodd.

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TO HAVE and TO HOLD the said property and premises with all the privileges and appurtenances thereunto belonging, and the rents, issues and profits therefrom to the said State of Ohio, its successors and assigns forever, as fully and completely as the said John C. Durfey, as such Receiver by virtue of said authority from said Court and of the statutes made and provided for in such cases, might and should sell and convey the same; the same to be free and clear from all encumbrances whatsoever, except only taxes and assessments due after June 20, 1943, which the grantee assumes and agrees to pay.

IN WITNESS WHEREOF, the said John C. Durfey, as Receiver of Cincinnati & Lake Erie Railroad Company, has hereunto set his hand this 1st day of July, A. D., 1943.

Signed and Acknowledged in the Presence of:

Madge Martin
Marjorie Krautwater

John C. Durfey
As Receiver of Cincinnati &
Lake Erie Railroad Company

STATE OF OHIO, COUNTY OF CLARK, ss:

BE IT REMEMBERED, that on this 1st day of July, A. D., 1943, before me, the subscriber, a Notary Public, in and for said County personally came JOHN C. DURFEY, as Receiver of Cincinnati & Lake Erie Railroad Company, the grantor in the foregoing deed and acknowledged the signing thereof to be his voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

Madge Martin, Notary Public
Clark County, Ohio
Madge Martin, Notary Public
Clark County, Ohio
My Commission Expires Jan. 26, 1945
(Notarial Seal)

Received October 4, 1943 at 2:25 P. M.
Recorded October 6, 1943
Fee \$2.15

Clyde A. Loomis Recorder.