

**MEMORANDUM OF AGREEMENT**  
**between**  
**NORFOLK SOUTHERN RAILWAY COMPANY**  
**and**  
**BOARD OF TOWNSHIP TRUSTEES OF SWANTON TOWNSHIP**

This Memorandum of Agreement (hereinafter referred to as "MOA") is made this 28 day of February, 2017 between NORFOLK SOUTHERN RAILWAY COMPANY (hereinafter referred to as "Railway") and the BOARD OF TOWNSHIP TRUSTEES OF SWANTON TOWNSHIP (hereinafter referred to as "Township").

**I. Purpose of MOA**

Railway has a critical interest in maintaining the capacity of its rail network in northwest Ohio so it can efficiently serve customers and effectively manage its network operation. Railway owns certain real property located within Swanton Township, Lucas County, Ohio that contains existing mainline railroad tracks and sidings that are a part of Railway's Chicago Line and certain property to the north and south of that mainline. Railway desires to develop a portion of that rail property to expand rail service. To that end, Railway is constructing and will operate upon a part of this real property a staging yard located north of the existing mainline and generally between the Fulton/Lucas County Line to the west and Berkey Southern Road to the east (the "Swanton Yard"). The Swanton Yard project involves Railway's construction of additional tracks for the purpose of increasing capacity and storage to facilitate efficient operations on Railway's Chicago Line, which is Railway's busiest line, connecting Chicago to New York City. This increase in capacity and storage will allow for spot improvements intended to address localized problems throughout northwest Ohio, such as blocked crossings and idled trains on the mainline. The Swanton Yard tracks intersect a Township road known as Scott Road, and the parties desire to provide for the closure of the public grade crossing at Scott Road (US DOT 509477S) and the vacation of a portion of Scott Road using a voluntary closure process to avoid potentially lengthy and costly litigation for such crossing closure and vacation. The Township raises a variety of issues relating to the construction of the Swanton Yard and the closing of the public grade crossing at Scott Road, and the purpose of this MOA is to address those claimed issues. In addition, a purpose of this MOA is to enhance the Township's future economic development opportunities through the development of rail property to expand rail service.

**II. Obligations of the Parties**

**A. Scott Road Crossing Closure and Vacation**

Railway seeks to close the above referenced public grade crossing and vacate a portion of Scott Road at its cost and expense in order to facilitate safe and efficient operations at the Swanton Yard. The Township agrees to fully and publicly support the closure and vacation of the Scott Road grade crossing and to cooperate and provide reasonable and timely assistance to Railway, Lucas County, Ohio, and any other necessary party to voluntarily close the public grade crossing at Scott Road and vacate the portion of Scott Road as depicted and described in Exhibit A hereto ("Closure"). The Township agrees to take any legally required actions to effect the Closure, including without limitation passing resolutions and signing regulatory required petitions, if and as needed in the reasonable opinion of Railway, pursuant to applicable law to allow such Closure, and to provide reasonable assistance to Railway as needed in connection with proceedings with Lucas County, Ohio, the Public Utilities Commission of Ohio, and/or other governmental and regulatory authorities that may have jurisdiction over the Closure, and relating to and in support of the Closure, all at no further cost to Railway other than as set forth in this MOA

except such ordinary legal, business, or administrative costs incurred by the Railway in connection with its closure and vacation of Scott Road.

**B. Payment**

Within thirty (30) days of final execution of this MOA, Railway shall deposit into a third-party escrow account at Louisville Title Agency ("Escrow Agent") the sum of two million five-hundred thousand and 00/100 dollars (\$2,500,000) ("Escrow Funds"), which is comprised of (1) payment to the Township in the amount of fifty thousand and 00/100 dollars (\$50,000) as compensation for the Closure and (2) payment in the amount of two million four-hundred fifty thousand and 00/100 dollars (\$2,450,000) for the Township to address needs of the Township relating to the development of Railway's rail property to expand rail service. The parties agree to execute a mutually agreeable escrow agreement as may be customarily required by the Escrow Agent. Escrow Agent fees and associated costs approved by Railway shall be paid by Railway. Within thirty (30) days after effectuation of the Closure, including without limitation receipt of all regulatory and governmental approvals and actions for the Closure if and as needed, including expiration of any applicable appeal periods relating to the Closure (together, "Closure Approvals") and physical closure of the grade crossing ("Escrow Release Date"), Escrow Agent will be directed to release the Escrow Funds to the Township. Such direction to release the Escrow funds shall be in writing to the Escrow Agent by either the Railway or the Township indicating that the conditions for release have been met. For purposes of this paragraph, physical closure of the grade crossing means installation of barricades and erection of "road closed" signs. In the event Railway does not effect physical closure of the grade crossing within thirty (30) days after receipt of the Closure Approvals, then the Township shall have the right to physically close the grade crossing at the expense of Railway by installing the barricades and signs in the public roadway right of way in order to trigger release of the Escrow Funds. In the event Railway effects physical closure of the grade crossing in less than thirty (30) days after receipt of the Closure Approvals, then the Escrow Release Date will be the earlier of fourteen (14) days after such physical closure or thirty (30) days after receipt of the Closure Approvals. Payment of the Escrow Funds shall be made from the Escrow Agent via wire transfer to the Township.

**C. Property Donation**

The parties agree to enter into a donation agreement ("Donation Agreement") substantially in the form of the agreement included in Exhibit B hereto, by which Railway shall convey to the Township, within ninety (90) days after the Escrow Release Date and at its cost and expense, certain real property of approximately two (2) acres, located at the southwestern quadrant of Lucas County Parcel ID # 7222384, 2640 Scott Rd, Swanton, OH, and including a twelve (12) foot access road to Scott Rd., as described with more particularity in Exhibit B hereto (the "Property"). The Township intends to use the Property as a vehicle storage site for its mowing and other local transportation and maintenance equipment. Railway shall convey the Property to Township via a recordable statutory form quitclaim deed subject to standard exceptions, and the Property shall be conveyed in as is, where is condition, with all faults and without any representations or warranties as to title, habitability, fitness for a particular use, or condition of the Property. In the event the Property requires parcel split approval or other governmental action to be subdivided, the Township shall provide cooperation and support to Railway and Lucas County regarding such parcel split approval or other governmental action in advance of the conveyance. If the time for such parcel split approval or other governmental action takes longer than 90 days after the Escrow Release Date, then the date by which the Property will be conveyed shall be postponed by the same amount of time as is required to obtain such parcel split approval or other governmental action. If, for any reason other than Township action or inaction, the Property cannot be conveyed to the Township pursuant to the Donation Agreement, then Railway agrees to identify

another mutually agreeable portion of the larger parcel from which the Property is split that is approximately two (2) acres in size to convey to the Township consistent with the Donation Agreement.

#### D. Landscaping

Within one (1) year after the Escrow Release Date, Railway will install up to 1,600 linear feet of evergreen screen trees (8' Thuja Occidentalis (Hetz Wintergreen American Arborvitae), or a mutually agreed upon equal, planted 10' on center) in order to enhance and supplement the existing environment and to attempt to reasonably mitigate the visual impacts of limited areas of the Swanton Yard from Brindley Road and Scott Road. The evergreen screen trees will be generally located south of Railway's existing main tracks as follows: (1) along Railway's right of way line for the entirety of the northern boundary of Parcel 72-22803, said parcel being located on the north side of Brindley Road, and (2) along Railway's right of way line in the immediate vicinity of Scott Road on the northerly boundary line of Parcels 72-05931 and 72-22384, where a cul-de-sac is planned to be constructed and there exists a gap in existing vegetative screening, as depicted in Exhibit C hereto. Work shall be performed solely on property owned or controlled by Railway. Railway shall implement this landscaping plan up to a maximum cost of \$50,000 and shall undertake the planting on a reasonable schedule, taking into consideration weather conditions and the overall construction schedule of the Swanton Yard, but prior to June 30, 2018. Should any of the plant materials in the vegetative screening show 40% or more defoliation during the first 180 days after planting, Railway, upon written notice from the Township, will replace the same within 30 days, unless otherwise agreed. The parties acknowledge and agree that Railway shall reserve unto itself the right to move or remove such landscaping at any time for the purposes of operating, maintaining, constructing or relocating any trackage or railroad facilities without seeking authorization from the Township.

#### E. Economic Development Payments

The parties have a common interest in facilitating economic development in the Township to bring economic development, jobs, and revenue to the Township and the region through the development of rail property to expand rail service. Such Township development opportunities, which may include road improvements and other infrastructure expansions, long range planning, expanded emergency services, and other catalysts for economic development, may require many years for implementation and completion. As such, the parties hereto agree to a longer term arrangement for payments to the Township to assist with incentives for the intended economic development. Commencing one (1) year after the Escrow Release Date and annually thereafter until the thirtieth (30<sup>th</sup>) anniversary of the Escrow Release Date, Railway agrees to pay to Township, upon receipt of an invoice from Township containing the amount due and referencing a Railway-provided contract number associated with this MOA, the sum of \$13,500. Railway agrees that such payments to the Township shall be made within sixty (60) days of receipt of said invoice by Railway. Railway's payment obligation shall cease once, and if, twenty (20) payments of \$13,500 have been made to the Township prior to the thirtieth (30<sup>th</sup>) anniversary of the Escrow Release Date. However, in the event Railway develops the Swanton Yard by installing one or more freight transfer cranes intended for the transfer of containers and/or trailers between railcars and the ground for use in moving freight from one mode to another (referred to as intermodal operations) within the thirty (30)-year term of these payments, then the payment due to the Township in the next calendar year after such intermodal development shall increase to \$23,500 per year thereafter for the remainder of the thirty (30)-year term. The payments under this paragraph shall terminate in the event, at any time during the up to thirty (30)-year term of the payments, either (1) the Swanton Yard (a) has not been developed to include intermodal operations and (b) ceases operation as a staging yard and (c) no longer has workers reporting at the Swanton Yard for at least twelve (12) months, or (2) the Township implements a Joint Economic Development District

that includes any or all of the Swanton Yard. If the payments are terminated because of clause (1) in the foregoing sentence, then if, during the thirty (30) years after the Escrow Release Date, Railway (a) recommences staging yard operations at the Swanton Yard, or (b) commences or recommences intermodal operations at the Swanton Yard, or (c) recommences having workers reporting at the Swanton Yard for a consecutive period of twelve (12) months, then payments shall be due in the calendar year following such recommencement of activity in accordance with this paragraph and such payments shall continue until (x) for staging yard activities, once, and if, twenty (20) annual payments of \$13,500 have been made to the Township prior to the thirtieth (30<sup>th</sup>) anniversary of the Escrow Release Date or (y) for intermodal operations, the end of the thirtieth (30<sup>th</sup>) year after the Escrow Release Date. In addition, Railway agrees that it will not take affirmative action to annex property it owns in the Township into another municipality. During the payment period of twenty (20) or up to thirty (30) years as set forth in this Section II.E., Railway agrees to use best efforts to include a covenant in a deed to any unaffiliated successor in title of any or all of Railway's property within the Township that is part of or adjacent to the Swanton Yard to the north and south of Railway's mainline specifying that any owners will not take affirmative action or otherwise initiate an annexation that results in the property being annexed out of Swanton Township.

### III. Representations and Warranties

Each party to this MOA represents and warrants to the other party that it:

- (1) has full power, authority, and legal right to execute and perform this MOA;
- (2) has taken all necessary legal, governmental, and corporate action to authorize the execution and performance of this MOA;
- (3) this MOA constitutes the legal, valid, and binding obligations of such party in accordance with its terms; and
- (4) shall act in good faith to give effect to the intent of this MOA and to take such other action as may be necessary or convenient to consummate the purpose and subject matter of this MOA.

### IV. No Waiver of Federal Laws

Certain state and local approvals and conflicting requirements are preempted as applied to rail facilities operating in interstate commerce under the Interstate Commerce Commission Termination Act of 1995 (ICCTA), 49 U.S.C. §10501, and Federal Railway Safety Act of 1970 (FRSA), 49 U.S.C. § 20101. Railway does not waive and expressly preserves any claims or defenses related to such ICCTA or FRSA preemption related to any aspect of this MOA, the Swanton Yard, or any other activities Railway undertakes in the Township.

### V. Termination

Either party may terminate its performance of related obligations under this MOA if the other party fails to rectify a material breach under a portion of this MOA within thirty (30) days of receipt by the breaching party of written notice of such breach from the non-breaching party. In such case, the non-breaching party shall be entitled, without further notice, to cancel that party's involvement pursuant to the MOA, without prejudice to any claim for damages, breach of contract or otherwise. The parties agree that the failure or termination of any portion or relevant provision of this MOA will not be a basis for terminating other severable obligations or provisions of this MOA, unless the failure or breach is such that the entire MOA loses substantially all of its value to the non-breaching party.

### VI. Notice

Any notice or communication required or permitted under this MOA shall be sufficiently given if delivered in person, by certified mail, return receipt requested, or via email to the addresses listed

below or to such other address as one party may have furnished to the other in writing. The notice shall be deemed received when delivered or signed for, or on the third day after mailing if not signed for.

If to Railway:

Norfolk Southern Railway Company  
General Counsel – Operations  
3 Commercial Place  
Norfolk, Virginia 23510  
(757) 533-4906

If to Township:

Board of Township Trustees of Swanton Township  
Fiscal Officer  
13410 Airport Highway  
Swanton, Ohio 43558  
(419) 826-9730

VII. Successors and Assigns

This MOA is binding upon Railway and the Township and their respective affiliates, subsidiaries, successors, and assigns.

VIII. Entire Agreement

This MOA contains the entire agreement of the parties regarding the subject matter of this MOA and there are no other promises or conditions in any other agreement whether oral or written. This MOA supersedes any prior written or oral agreements between the parties. Notwithstanding the foregoing, the parties contemplate entering into other agreements as set forth in this MOA to implement the purpose of this MOA.

IX. Severability

If any provision of this MOA shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this MOA is invalid or unenforceable, but that by limiting such provision it would be come valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

X. Counterparts

This MOA may be executed through the use of separate signature pages or in any number of counterparts and each of such counterparts shall, for all purposes, constitute one agreement binding on all the parties, notwithstanding that all parties are not signatories to the same counterpart. Counterpart signature pages may be affixed to a true copy of this MOA. The parties agree that a signature transmitted by facsimile or similar electronic transmission may be deemed an original signature.

XI. This Agreement and any claims hereunder shall be governed by the laws of the State of Ohio and any claims shall be brought in state or federal court located in Lucas County, Ohio.

*[Remainder of page intentionally blank]*

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Agreement in duplicate, each part being an original.

NORFOLK SOUTHERN RAILWAY COMPANY

By:

David T. Lawson

Title: Vice President

Date:

2/24/2017

BOARD OF TOWNSHIP TRUSTEES OF SWANTON TOWNSHIP

By:

Jeff Michael

Title: Trustee

Date:

2/20/2017

By:

Cindy Burkey

Title: Trustee

Date:

28 Feb 2017

By:

Gary Schroeder

Title: Trustee

Date:

2-28-2017

By:

Peggy Michael

Title: Fiscal Officer

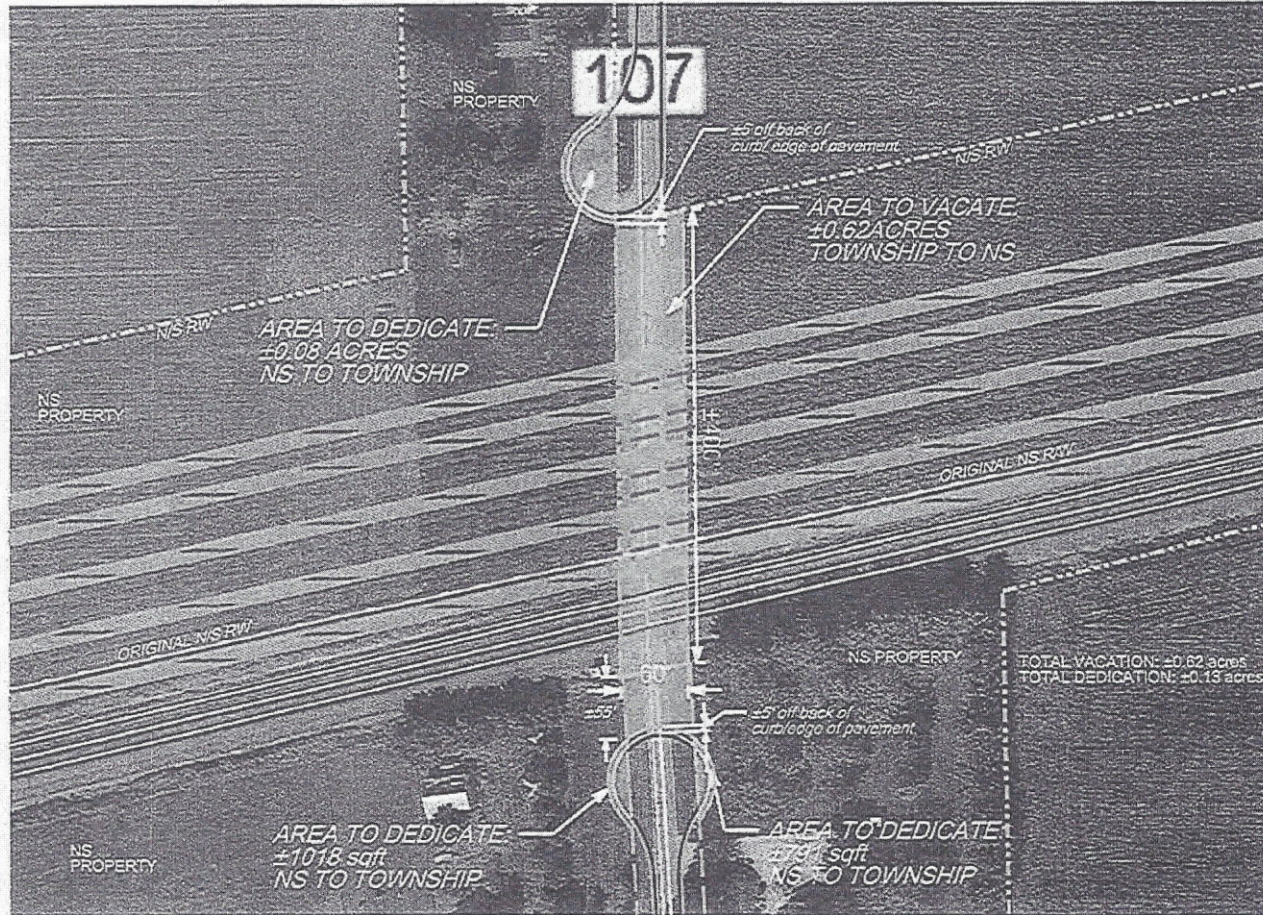
Date:

2-28-2017

**EXHIBITS**

- Exhibit A Map for Closure of Scott Road
- Exhibit B Form of Donation Agreement and Property Map
- Exhibit C Landscape Plan

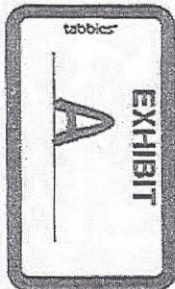
LUCAS COUNTY, OHIO



SCALE:



DO NOT SCALE THIS DRAWING FOR DIMENSIONS NOT GIVEN



**NS NORFOLK SOUTHERN**

**NORFOLK SOUTHERN RAILWAY COMPANY**

OWNING COMPANY  
**DEARBORN**

OPERATING DIVISION  
 OFFICE OF THE CHIEF ENGINEER - DESIGN AND CONSTRUCTION - ATLANTA, GA.

REV	BY	DATE	DESCRIPTION
LOCATION <b>SWANTON, OHIO</b>			
TITLE <b>EXHIBIT A SCOTT ROAD VACATION AND DEDICATION</b>			
OWN	JSM	FILE No. D2273	3600304
OWN	JSM	FILE No. ROW0119458	FILE POST CD-306.4
CHK		DATE 2/8/2017	DRAWING NUMBER <b>RRM-2016-1</b>

## DONATION AGREEMENT

This Donation Agreement (hereinafter called this "Agreement"), dated this \_\_\_\_ day of \_\_\_\_\_, 2017, between NORFOLK SOUTHERN RAILWAY COMPANY, a Virginia corporation (hereinafter called "Donor"), and BOARD OF TOWNSHIP TRUSTEES OF SWANTON TOWNSHIP (hereinafter called "Donee").

WITNESSETH:

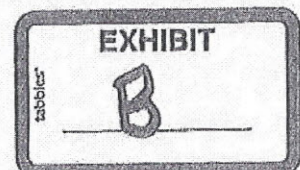
1. Donor agrees to donate to Donee and Donee agrees to accept from Donor, subject to the terms and conditions hereinafter set forth, the land and improvements of Donor located in the Township of Swanton, Lucas County, Ohio, as depicted on Exhibit 1, attached hereto and made a part hereof, subject to receiving from Lucas County approval of a minor parcel split legally separating the Premises (hereinafter defined) from the larger property, together with (i) all servitudes, easements, appurtenances and hereditaments appertaining thereto, and (ii) all improvements, structures, landscaping, and appurtenances situated thereon (hereinafter collectively referred to as "Premises").

2. At closing, the Donor shall convey the Premises to Donee by quitclaim deed subject to the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (b) Applicable zoning laws and regulations; and
- (c) All agreements, easements, conditions, reservations, licenses and restrictions of record, and all rights that are apparent by visual inspection of the Premises.

3. (a) Donor expressly covenants that before closing it will secure whatever releases are required to free the Premises from any mortgages or trusts that may be attached to the Premises. If for any reason Donor is unable to secure such releases, at no fault of Donor, this Agreement shall terminate, and neither party shall be liable to the other for damages. Donee may obtain prior to closing, at its sole discretion and at its expense, a commitment for title insurance for the Premises from Louisville Title Agency. Upon Donee's request, Donor will provide to Donee copies of applicable title policies issued within the twelve months prior to the date of this Agreement that Donor has in its possession regarding the Premises.

(b) Donor shall cause, at its expense, a boundary survey of the Premises (hereinafter called the "Survey") to be prepared by a land surveyor duly registered under the laws of the State of Ohio. The Survey shall include a depiction of the improvements upon the Premises, if any, and shall set forth the total number of acres (to the nearest 1/100th of an acre) contained within the Premises. Donor shall prepare an accurate metes and bounds legal description of the Premises from the Survey, and such legal description shall be used in the deed pursuant to which title to the Premises shall be conveyed at closing. The Survey and legal description are subject to the approval of Donee, which approval shall not be unreasonably



withheld. Donor shall pay the costs and expenses for any surveys, legal descriptions, and filing fees associated with obtaining the necessary approval from the applicable governmental or municipal authorities for the parcel split and transfer of the Premises as a separate parcel ("Parcel Split Approval").

4. The closing shall be held through Louisville Title Agency within ten (10) business days after the Parcel Split Approval is obtained by Donor. At closing:

(a) Donor shall deliver to Donee the duly executed and acknowledged quitclaim deed conveying the Premises to Donee, as provided in Paragraph 2 hereof, and a deed or deeds of release to release the lien of any mortgage or trust that may apply to the Premises.

(b) Donor shall have paid all real estate taxes and installments of assessments due and payable as of the closing date. Real estate taxes and installments of assessments due and payable after the closing date shall be prorated as of the closing date. All taxes and assessments due subsequent to the closing date, including any agricultural use tax recoupment, shall be paid by Donee.

(c) Possession shall be delivered at closing, free of all tenancy rights or any other rights of possession.

(d) Donor shall pay for all closing costs, transfer tax and conveyance fees, filing fees, Donor's attorney's fees, and parcel split requirements if applicable.

(e) Donee shall pay for Donee's attorney's fees.

(f) Donor shall deliver all documents reasonably requested by Louisville Title Agency for the proper consummation of the transactions contemplated by this Agreement, including without limitation mechanic's lien affidavits or other affidavits that would permit Donee to obtain title insurance on the Premises.

5. Donee and Donor each represent that no real estate commissions are due and owing to any party with respect to this transaction. Donor hereby agrees to indemnify and save harmless Donee from and against any and all claims or liability for real estate commissions arising out of this transaction attributable to the Donor. Donee hereby agrees to indemnify and save harmless Donor from and against any and all claims or liability for real estate commissions arising out of this transaction attributable to the Donee.

6. This Agreement may not be assigned by Donee to any other party without the written consent of Donor, which consent may be withheld for any reason. Donor expressly reserves the right to assign or delegate all or any part of Donor's rights and duties hereunder with respect to all or any portion of the Premises to one or more third parties, including a qualified intermediary as defined by Treasury Regulation Section 1.1031 (K)-1(g) (4).

7. (a) Donee agrees to receive this donation of the Premises in "as is," "where is" condition, with all faults and without any express or implied representation or warranty with

respect to title, habitability, fitness for a particular use or the condition or suitability of the Premises, including, but not limited to, the condition of the soil, the presence of hazardous materials, substances, wastes or other environmentally regulated substances, or other contaminants in the soil or improvements, whether known or unknown (referred to herein as "contamination of the Premises") and other physical characteristics.

(b) Donor has not and does not hereby make any express or implied representation or warranty or give any indemnification of any kind to Donee concerning the Premises, its condition or suitability or its compliance with any statute, ordinance or regulation, including, but not limited to, those relating to the environment. Donee acknowledges that neither Donor nor any of its agents or representatives have made, and Donor is not liable for or bound in any manner by any express or implied warranties, guarantees, promises, statements, inducements, representations or information pertaining to the Premises or any part thereof, the physical condition, size, zoning, income potential, expenses or operation thereof, the uses that can be made of the same or in any manner or thing with respect thereof, including, without limitation, any existing or prospective leasing or occupancy of all or any part thereof.

8. If, at any time prior to the closing hereunder, any action or proceeding is filed under which the Premises, or a substantial portion thereof, may be taken pursuant to any law, ordinance or regulation or by condemnation or the right of eminent domain, then, at the option of either Donor or Donee: (a) this Agreement shall be terminated, or (b) this Agreement shall remain in full force and effect and Donor, at the time of closing hereunder, shall transfer and assign to Donee all of Donor's right, title and interest in any proceeds received or that may be received by the taking, or a sale in lieu thereof, such option to be exercisable by either party by delivering to the other written notice of such exercise on or before the thirtieth day following the day on which the respective party receives notice that such suit has been filed.

9. Donee acknowledges that Donor may seek a charitable donation for the fair market value of the Premises and that Donee shall provide reasonable cooperation with such efforts, but at no expense to Donee, including without limitation completing and executing to Donor the "Donee Acknowledgment" section of Internal Revenue Section Form 8283 with respect to the transfer of Donor's interest in the Premises. Donee shall deliver the executed portion of Form 8283 within five (5) days after Donee receives the donation of the Premises from Donor.

10. This Agreement embodies the entire agreement between the parties and cannot be varied except by the written agreement of the parties. No representation, promise, or inducement not included in this Agreement shall be binding upon the parties hereto.

11. Time is of the essence of this Agreement.

12. Any notice required or permitted to be delivered hereunder shall be deemed to be delivered, whether or not actually received, when deposited with the United States Postal Service, postage prepaid, or a nationally recognized courier for overnight delivery (e.g., UPS or Fed Ex), and in either case addressed to Donor or Donee, as the case may be, at the address set forth below:

Donor:

Brandon Phifer  
Senior Real Estate Manager  
Norfolk Southern Corporation  
8000 Ravines Edge Ct #100  
Columbus, OH 43235  
(614) 438-6916

Donee:

Peggy Michael  
Fiscal Officer  
Board of Township Trustees of Swanton Township  
13410 Airport Highway  
Swanton, Ohio 43558  
(419) 825-7292

With copy to:

Lorri Kleine  
General Counsel-Operations  
Norfolk Southern Corporation  
Three Commercial Place  
Norfolk, VA 23510  
(757) 533-4906

With copy to:

NAME \_\_\_\_\_  
TITLE \_\_\_\_\_  
ENTITY \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
PHONE \_\_\_\_\_

13. All the terms and conditions of this Agreement are hereby made binding on the successors and permitted assigns of both parties hereto.

14. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

15. This Agreement shall not be effective or binding until fully executed by the parties hereto.

16. The indemnification obligations of the parties contained herein will survive closing for a period of eighteen (18) months.

17. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

18. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Donation Agreement as of the day and year set forth above.

**DONOR:**  
NORFOLK SOUTHERN RAILWAY  
COMPANY

By: \_\_\_\_\_  
[NAME]

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**DONEE**  
BOARD OF TOWNSHIP TRUSTEES OF  
SWANTON TOWNSHIP

By: \_\_\_\_\_  
[NAME1]

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
[NAME2]

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
[NAME3]

Title: \_\_\_\_\_

Date: \_\_\_\_\_

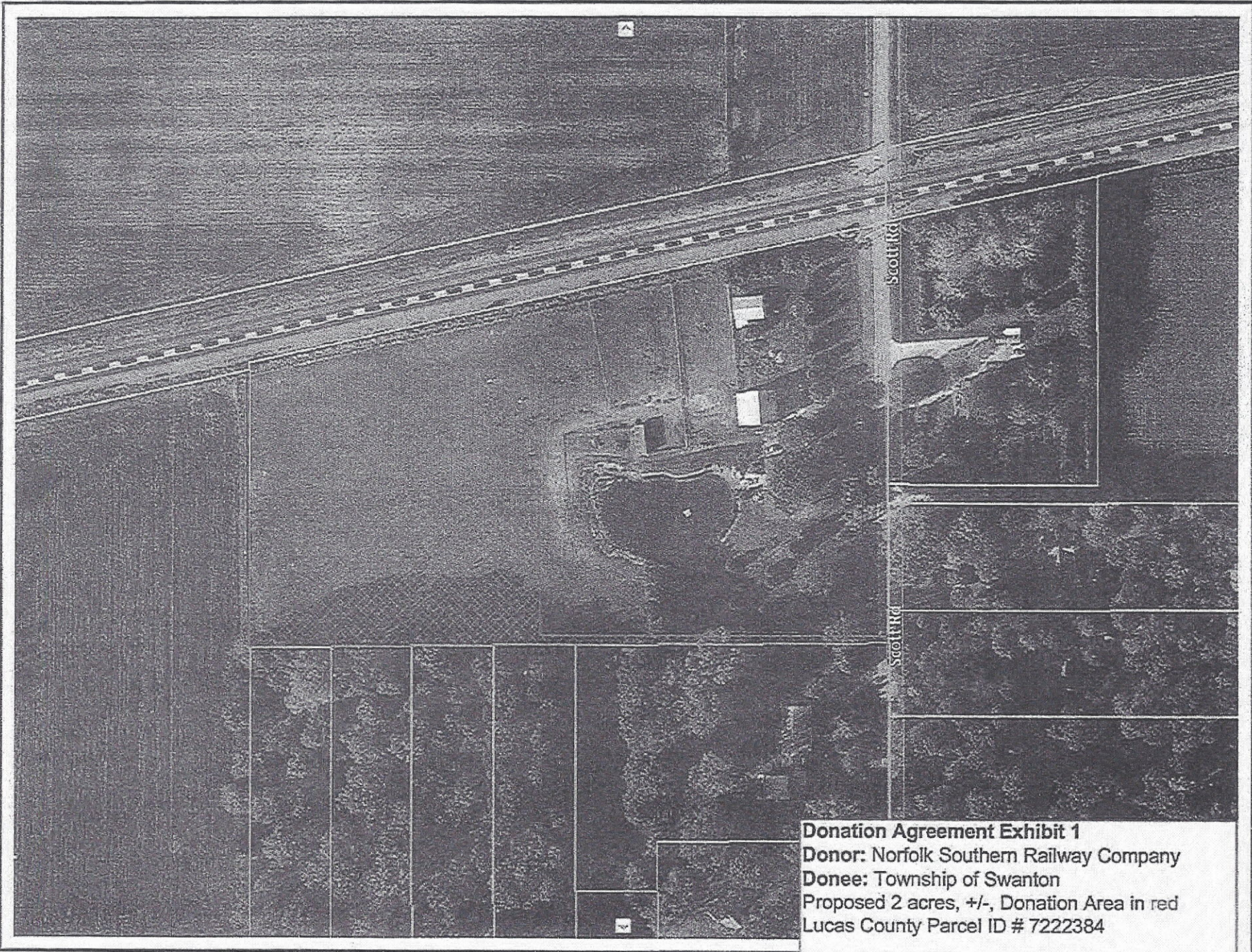
By: \_\_\_\_\_  
[NAME4]

Title: \_\_\_\_\_

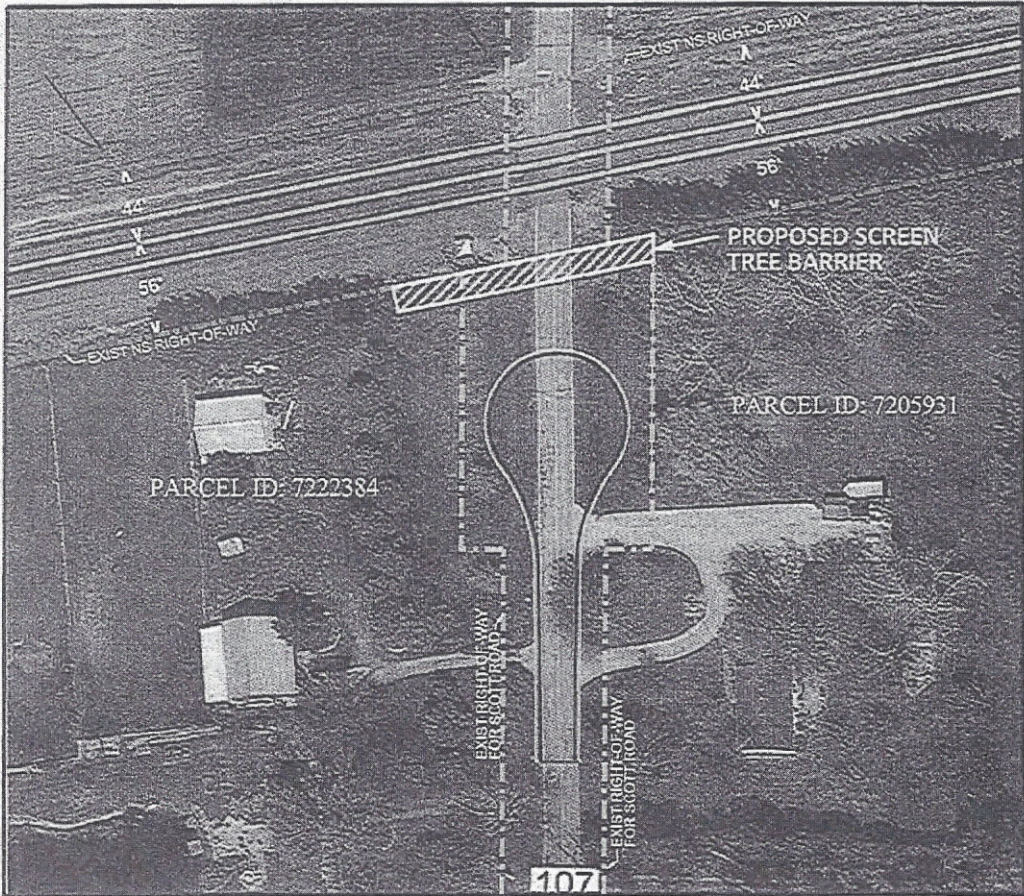
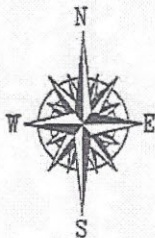
Date: \_\_\_\_\_

EXHIBIT 1

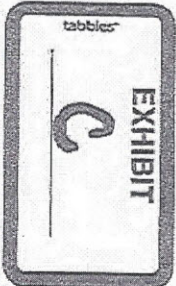
MAP



**Donation Agreement Exhibit 1**  
**Donor:** Norfolk Southern Railway Company  
**Donee:** Township of Swanton  
**Proposed 2 acres, +/-, Donation Area in red**  
**Lucas County Parcel ID # 7222384**



SCALE: 1"=100' DO NOT SCALE THIS DRAWING FOR DIMENSIONS NOT GIVEN



**NORFOLK SOUTHERN**

NORFOLK SOUTHERN RAILWAY COMPANY  
 OWNING COMPANY  
 DEARBORN  
 OPERATING DIVISION  
 OFFICE OF THE CHIEF ENGINEER - DESIGN AND CONSTRUCTION - ATLANTA, GA.

REV	BY	DATE	DESCRIPTION
LOCATION: SWANTON, OHIO			
TITLE: EXHIBIT C			
DGN	JSM	FILE No. D227	36003034 MILE POST CD-306.4
DWN	JSM	FILE No. ROW0119458	DRAWING NUMBER
CHK		DATE 2/6/2017	RRM-2016-1

