

AGREEMENT TO EXCHANGE REAL PROPERTY

This Agreement to Exchange Real Property (the "Agreement") is made as of _____, 2017, by and between the City of Meadville ("City"), a Third Class City located in Crawford County, PA, and Crawford Central School District ("Crawford Central").

WHEREAS, for undetermined historical reasons, the City is the legal owner of certain real property, on which, the northwest portion of Bender Field, property of Crawford Central, is built.

WHEREAS, for undetermined historical reasons, Crawford Central is the legal owner of certain real property, on which, the playground area of Shadybrook Park, property of the City, is built.

WHEREAS, both parties have agreed to exchange Quit Claim Deeds so that Bender Field, in its entirety, is on real property owned by Crawford Central School District, and Shadybrook Park, in its entirety, is on real property owned by the City of Meadville.

Intending to be legally bound hereby, the City and Crawford Central hereby covenant and agree as follows:

1. Description of Property to be Conveyed from Crawford Central to the City. BEGINNING at a point near the intersection of Walnut Street and Morgan Street, marked by an iron pin, said point being the southeast corner of the parcel herein described; thence North 48° 04' West, a distance of seventy-seven and fifty-five one-hundredths (77.55') feet to a point; thence North 66° 09' West, a distance of fourteen and seventy-one one-hundredths (14.71') feet to an iron pin; thence North 0° 44' 55" East, a distance of one hundred eighty-seven and eighty one-hundredths (187.80') feet to an iron pin; thence North 0° 44' 55" East, a distance of twenty and sixty-five one-hundredths (20.65') feet to a point in the centerline of Mill Run; thence South 67° 48' 35" East, a distance of one hundred ninety and fifty-three one-hundredths (190.53') feet to a point in the centerline of Mill Run; thence South 29° 04' West, a distance of twenty-two and twenty-five one-hundredths (22.25') feet to an iron pin; thence South 29° 04' West, a distance of two hundred (200') feet to the point or place of beginning. Comprising 0.6506 acres of land, as shown on the survey by Henry B. Knapp, professional land surveyor, dated January 29, 2015.

Said property is being conveyed by quitclaim deed on an AS-IS, WHERE-IS basis, without any representations or warranties of any kind.

2. Description of Property to be Conveyed from the City to Crawford Central. BEGINNING at an iron pin in the northwest corner of the parcel herein described; thence South 72° 54' 25" East to a point, a distance of two

hundred fifty (250') feet; thence South 17° 05' 30" West to an iron pin at the north edge of Mill Run, a distance of fifty-two and eighty-five one-hundredths (52.85') feet, and continuing thereafter on the same course to a point in the centerline of Mill Run; thence following the path of an arc of a circle having a radius of two hundred eighty-nine and eighty-seven one-hundredths (289.87') feet, a chord bearing of North 79° 47' 21" West, and a chord distance of seventy-four and one one-hundredth (74.01') feet, for a total arc distance of seventy-four and twenty-one one-hundredths (74.21') feet, to a point in the center of Mill Run; thence continuing along another path of an arc of a circle having a radius of two hundred eighty-eight and twenty one-hundredths (288.20') feet, a chord bearing of North 83° 45' 01" West, and a chord distance of one hundred seventy-nine and seventy-four one-hundredths (179.74') feet, for a total arc distance of one hundred eighty-two and seventy-eight one-hundredths (182.78') feet, to a point in the center of Mill Run; thence North 17° 05' 30" East to an iron pin at the north edge of Mill Run, and continuing thereafter on the same course to an iron pin, a distance of ninety-five and fifty-four one-hundredths (95.54') feet, to the point or place of beginning. Comprising .4523 acres, as shown on the survey by Henry B. Knapp, professional land surveyor, Athletic Field Subdivision #1, dated April 1, 2015 and recorded July 20, 2015 in Record Book 27, Page 36. Being further identified as a portion of Parcel No. 3400-004-C-32-32-D-8.

Said property is being conveyed by quitclaim deed on an AS-IS, WHERE-IS basis, without any representations or warranties of any kind.

3. Consideration. No monetary consideration shall be paid for this exchange of real property.
4. Closing Date. Deed Transfer and closing shall be on or before April 24, 2017.
5. Notice. All notices, requests, demands and other communications required or permitted under this Agreement ("Notices") shall be in writing, signed by or on behalf of the party giving notice and shall be deemed to have been given as follows: (a) if personally delivered or is sent by a nationally recognized overnight delivery service: on the date of actual delivery to City or to Crawford Central; or, (b) if mailed: on the date upon which any notice shall have been received as shown by a Certified or Registered Return Receipt. The following address shall be used for the foregoing purposes: To City, at 894 Diamond Park, Meadville, Pennsylvania 16335 and to Crawford Central at Instructional Support Center, 11280 Mercer Pike, Meadville, Pennsylvania 16335, Superintendent; provided, however, that either party hereto may change its address for such purpose from time to time by giving written notice of such changed address to the other party.
6. Entire Agreement. This Agreement constitutes the entire contract between the parties hereto and there are no other understandings, oral or written, relating to the subject matter hereof. This Agreement may not be changed,

modified or amended, in whole or in part, except in writing, signed by all parties.

7. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement.
8. Binding Effect. This Agreement and all of its terms and conditions shall extend to and be binding upon the parties hereto and upon their respective successors and assigns.

In Witness Whereof, City and Crawford Central, intending to be legally bound, have executed this Agreement as of the date and year first above written pursuant to duly adopted resolutions.

CITY OF MEADVILLE

By: _____
H. LeRoy Stearns, Mayor

Attest:

Andrew J. Walker, City Clerk

By: _____
Rosemarie Martinez Groves, Controller

CRAWFORD CENTRAL SCHOOL DISTRICT

Attest:

Lisa L. Pittner, Secretary of the
Board of School Directors

By: _____
Jan A. Feleppa,
President of the Board of School Directors