

083422

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that the City of Lorain, County of Lorain, State of Ohio, the Grantor, for and in consideration of Thirty thousand, four hundred seventy eight 45/100 (\$ 30,478.45), the receipt of which is hereby acknowledged, grants to Republic Steel Corporation, whose tax mailing address is 25 West Prospect Street, Cleveland, OH 44115, the Grantee, the following real property in the City of Lorain, County of Lorain, and State of Ohio, in the Lorain "C" Downtown Urban Renewal Project, Ohio R-133, being bounded and described as follows:

Situated in Original Lot 5, Tract 1 of Black River Township, now in the City of Lorain, Lorain County and State of Ohio, being known as part of Sublots 13 to 16, inclusive, of Durand's Plat of Charleston as recorded in Volume "J", Page 446 of Lorain County Record of Plats, being known as Permanent Parcel Numbers 02-01-005-102-001, 002, 003 and 004, all of which is located within the boundaries of Lorain "C", Urban Renewal Area Project Ohio R-133, and being more particularly described as follows:

#14527 APPROVED LORAIN CO. MAP DEPT. DATE 8-16-82 PAGE 2-01-004-A BY T.M. HALL VOID AFTER

- Beginning at a monument found in the centerline of Broadway (99 feet wide), and the centerline of West Erie Avenue (99 feet wide). Thence northeasterly, N. 44° 55' 40" W. in said centerline of Broadway a distance of 242.46 feet to a point; Thence northeasterly N. 45° 04' 20" E. a distance of 49.50 feet to an iron pin set in the eastline of Broadway, said pin hereafter referred to as the principal place of beginning of land herein described; Thence southeasterly N. 45° 04' 20" E. in the northline of Sublot 13, also known as the southline of an Alley easement as recorded in Volume 340, Page 255 of Lorain County Records, a distance of 141.33 feet to an iron pin set; Thence southeasterly S. 54° 31' 27" E. a distance of 101.42 feet to an iron pin set in the southline of Sublot 14; Thence southeasterly S. 45° 04' 20" W. in said southline of Sublot 14, a distance of 16 feet to an iron pin; Thence southeasterly S. 54° 31' 27" E. a distance of 83.16 feet to an iron pin set in the northline of East Erie Avenue (78 feet wide). Thence southeasterly S. 45° 04' 20" W. in said northline of East Erie Avenue, a distance of 121.60 feet to an iron pin set at an angle point; Thence northeasterly N. 85° 00' 26" W. a distance of 53.58 feet to an iron pin set in the eastline of Broadway; Thence continuing northeasterly N. 44° 55' 40" W. in said eastline of Broadway, a distance of 141.00 feet to an iron pin, said iron pin being the principal place of beginning and containing within described bounds, 0.6084 Acre (26503 s.f.) of land, be the same more or less, but subject to all legal highways and restrictions of record.

It is specifically agreed that this Deed is subject to all terms, provisions, covenants, conditions, and restrictions contained in the official Urban Renewal Plan adopted by the City of Lorain, for the Urban Renewal Project known as Lorain "C", Downtown Urban Renewal Project Ohio R-133, which was recorded in the records of the Recorder's Office, Lorain County, in Volume 23, at Page 509, said Urban Renewal Plan being incorporated herein and by reference:

COPY

For Corrected Certificate of Completion See Map file # 091485

AND It is specifically agreed that this Deed is also subject to all terms, provisions, covenants, conditions, and restrictions contained in that certain Agreement entitled "Contract for Sale of Land for Private Redevelopment" (Consisting of Form HUD 6209, Part I and Part II) executed by the Grantor and Grantee herein dated April 10, 1981. Original executed copies of said above Agreement are on file in the office of the Community Development Department, Fifth Floor, City Hall, Lorain, OH 44052, and recorded in the records of the Lorain County Recorder. Further, the said above Agreement, is incorporated herein and by reference: * as Exhibit "A".

AND It is specifically agreed that all the terms, provisions, covenants, conditions, and restrictions, contained in both said above identified Urban Renewal Plan and said above identified Agreement shall be and are hereby declared to be covenants running with the land, enforceable as therein set out, and which in addition hereto are hereby declared to be also for the benefit of the Grantor and also enforceable by it, regardless of whether or not title to all the land in the said City of Lorain, Ohio, Urban Renewal Project Area may have been transferred to private parties. Neither the Contract for Sale of Land for Private Redevelopment, nor any portion thereof, shall be deemed merged in this Deed.

IN WITNESS WHEREOF, the Grantor has caused this Deed to be duly executed in its behalf by its Mayor, the Honorable William E. Parker, and its Director of Public Service, Robert Salkowitz, this 10th day of April, 1981.

Witness: Maria J. Lewis, Paul S. Maguire, William E. Parker, Robert Salkowitz

Box: Lorain County Title Co. LC 44912

091485

CERTIFICATION OF COMPLETION OF IMPROVEMENTS

WHEREAS, on the 10th day of April, 1981, the City of Lorain pursuant to the authority of Ordinance No. 42-81 passed March 31, 1981, did execute and deliver unto Republic Steel Corporation, its deed conveying certain real estate in the City of Lorain aforesaid, and specifically therein, described, which said deed was thereafter duly transferred and filed for record in the office of the Recorder of Lorain County, Ohio, where it now appears of record in Volume 23, Page 509; and

WHEREAS, said deed contains among other things reference to certain documents, particularly a document known as the Urban Renewal Plan, as amended, for the Downtown Lorain Urban Renewal Project, Ohio R-133, and to a certain agreement known as the Contract for Sale of Land for Private Redevelopment by and between the City of Lorain and Republic Steel Corporation dated April 10, 1981; and

WHEREAS, said Agreement further contains and sets forth certain rights reserved to said Grantor, City of Lorain, on the event the Grantee shall fail to commence and complete within the time limited in said Agreement, certain improvements which the Grantee has agreed and covenanted to make as part of said agreement entitled "Contract for the Sale of Land for Private Redevelopment,"; and

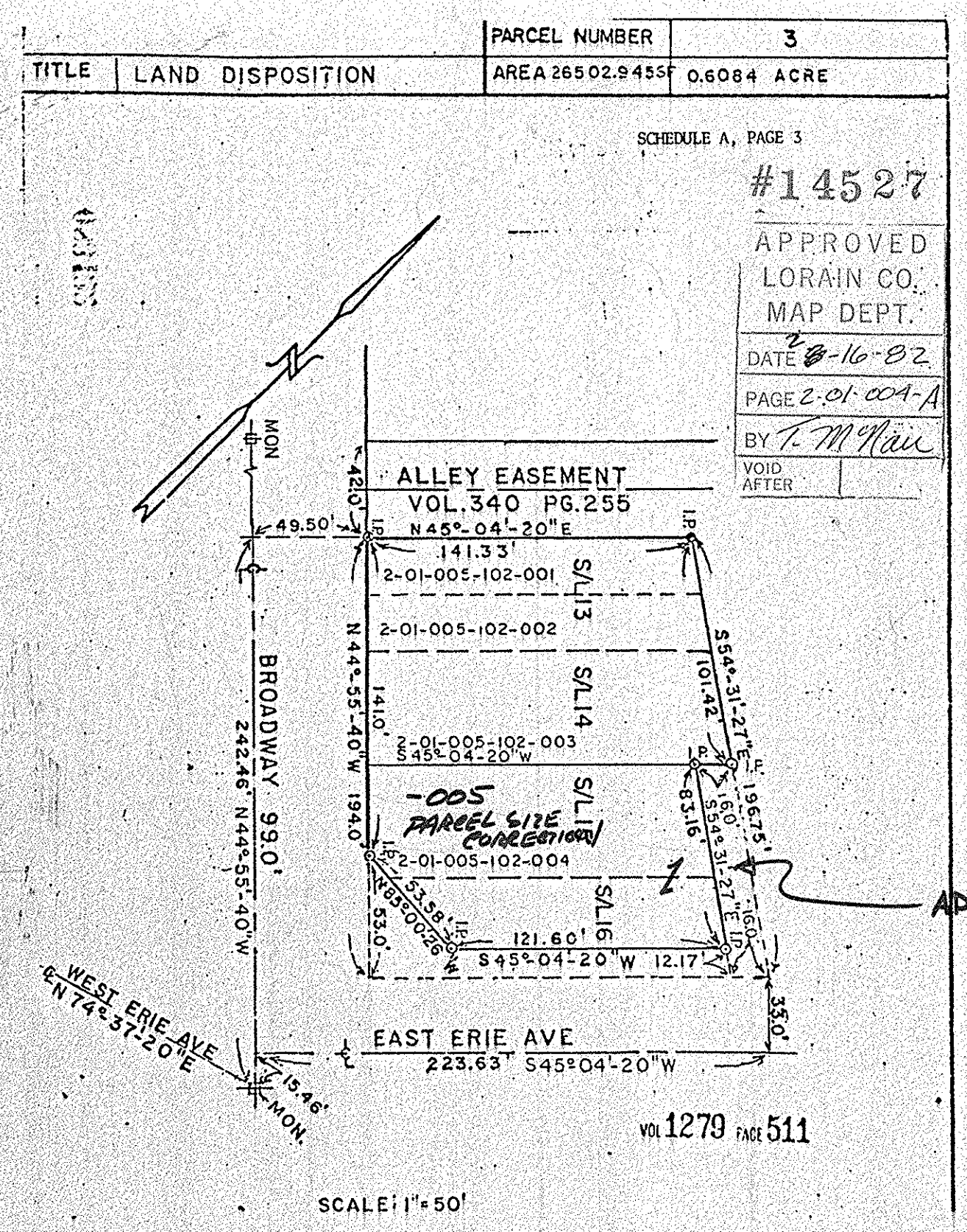
WHEREAS, said Agreement contains among other things, provisions as follows: Promptly after completion of the improvements in accordance with the provisions of the said contract, the Grantor will furnish the Grantee with an appropriate instrument so certifying. Such certification in the certification itself a conclusive determination it shall be so provided in the certification and the dates for the said contract and of this Deed with respect to the obligation of the Grantee, and its successors and assigns, to construct the improvements and the dates for its satisfaction and completion thereof, provided, further, that such certification shall not constitute evidence of compliance with or satisfaction on any obligation of the Grantee to any holder of a mortgage, or any insurer of a mortgage, securing money loaned to finance the purchase of the property hereby conveyed of the improvements, or any part thereof.

With respect to such individual parts or parcels of the property which the Grantee is authorized by the said contract to convey or lease as the improvements to be constructed thereon are completed, the Grantor will also, upon proper completion of the improvements relating to any such part of parcel, and provided the Grantee is not in default with respect to any of its obligations under the said contract, certifying to the Grantee that such improvements have been made in accordance with the provisions of the said contract.

Said certification shall mean and provide (1) that any party purchasing or leasing such individual part or parcel pursuant to the authorization contained in the said contract shall not (because of such purchase or lease) incur any obligation with respect to the construction of the improvements relating to such part or parcel of the property; and (2) that neither the Grantor nor any other party shall thereafter have or be entitled

COPY

2-01-004-A #14527



Thence continuing northeasterly N. 45° 04' 20" E. in the northline of Sublot 13, also known as the southline of an Alley easement as recorded in Volume 340, Page 255 of Lorain County Records, a distance of 141.33 feet to an iron pin set; Thence southeasterly S. 54° 31' 27" E. a distance of 101.42 feet to an iron pin set in the southline of Sublot 14; Thence southeasterly S. 45° 04' 20" W. in said southline of Sublot 14, a distance of 16 feet to an iron pin; Thence southeasterly S. 54° 31' 27" E. a distance of 83.16 feet to an iron pin set in the northline of East Erie Avenue (78 feet wide); Thence southeasterly S. 45° 04' 20" W. in said northline of East Erie Avenue, a distance of 121.60 feet to an iron pin set at an angle point; Thence northeasterly N. 85° 00' 26" W. a distance of 53.58 feet to an iron pin set in the eastline of Broadway; Thence continuing northeasterly N. 44° 55' 40" W. in said eastline of Broadway, a distance of 141.00 feet to an iron pin, said iron pin being the principal place of beginning and containing within described bounds, 0.6084 Acre (26503 s.f.) of land, be the same more or less, but subject to all legal highways and restrictions of record.

IN WITNESS WHEREOF, the City of Lorain has caused its name to be signed hereto by William E. Parker, its Mayor, and Frank G. Mason, its Community Development Director on this 10th day of April, 1981.

THE CITY OF LORAIN William E. Parker, Mayor Frank G. Mason, Director Community Development Department

Will Pick up. 245-1010 Community Dev. Messenger City of Lorain.

RECORDED LORAIN COUNTY RECORDER AUG 6 10 10 AM '81

Table with columns: SPLIT # (14527), DATE OF SURVEY, MAP PAGE (2-01-004-A), SURVEYOR

m.c.