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.

CITY OF LORAIN, OHIO

BY The Honorable Mayor William E. Parker

BY Director of Public Service Robert Salkowitz

Witness

Witness

TRANSFERRED IN COMPLIANCE WITH SEC. 319.202 OHIO REV. CODE

APR 10 1981

WILLIAM A. FAJOR LORAIN COUNTY AUDITOR

Box: Lorain County Title Co. LC 44912

VOL 1279 PAGE 439
1279 08 499

083422
083422

QUITCLAIM DEED

VOL 1279 PAGE 498
1279 08 498

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:

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

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 Records 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:

Beginning at a monument found in the centerline of Broadway (99 feet wide), and the centerline of West Erie Avenue (99 feet wide).

Thence northwesterly, 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 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 southwesterly 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 southwesterly 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 northwesterly N. 85° 00' 26" W. a distance of 53.58 feet to an iron pin set in the eastline of Broadway;

Thence continuing northwesterly 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:

Tax Corrected Certificate by Completion See Land Use

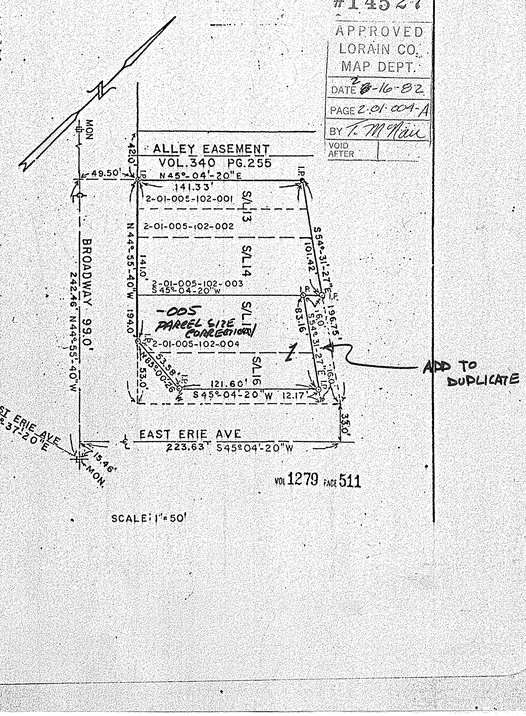
02-01-005
02-01-004-A

#14527

PARCEL NUMBER	3
TITLE LAND DISPOSITION	AREA 26502.9455 0.6084 ACRE

SCHEDULE A, PAGE 3

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



SCALE: 1" = 50'

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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;

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Thence continuing northwesterly 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 mor 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 Department Director on this 30th day of April, 1981.

In presence of:

THE CITY OF LORAIN

William E. Parker, Mayor

Frank G. Mason, Director
Community Development Department

COPY

DOROTHY J. ESSEX
LORAIN COUNTY
RECORDER

AUG 6 10 10 AM '81

REC'D FOR RECORD
LORAIN COUNTY
VOL PAGE

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

Will Pick Up.
245-1010
Community Dev. Messenger Dept. (acty)
City of Lorain.

-3-

091485
091485

CORRECTED COPY OF

CERTIFICATION OF COMPLETION OF IMPROVEMENTS

WHEREAS, on the 10th day of April, 19 81, 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

Misc. also VOL 1279 / 498

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

Record of Deeds

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 times 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 certifications by the Grantor shall be (and it shall be so provided in the certification itself) a conclusive determination of satisfaction and termination of the agreements and covenants of 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 the beginning and completion thereof, provided, further, that such certification and such determination 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 leasir 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 resp to the construction of the improvements relating to such part or parcel of the proper and (2) that neither the Grantor nor any other party shall thereafter have or be enti

COP

to exercise with respect to any such individual part of parcel so sold (or in the case of lease, with respect to the leasehold interest) any right or remedies or controls that it may otherwise have or be entitled to exercise with respect to the property as a result of a default in or breach of any provisions of the said contract or of this Deed by the Grantee or any successor in intreest or assign, unless (a) such default or breach be by the purchaser or lessee, or any successor in interest or assign, of or to such individual part of parcel with respect to the covenants contained and referred to in Section 401 of the said contract, and in Section 3 of this Deed, and (b) the right, remedy or control to such default or breach".

NOW, THEREFORE, we, William E. Parker, Mayor and Frank G. Mason, Director of Community Development Department of the City of Lorain, Ohio pursuant to the provisions of the duly enacted ordinances of said City and of the authority on use thereby conferred, do for and on behalf of the CITY OF LORAIN, OHIO, its successors and assigns certify to Republic Steel Corporation, its successors and assigns, and to all others, in any way concerned, that:

1. The improvements to that portion of the Downtown Urban Renewal Project, Ohio R-133, area described hereinafter (hereinafter called the "Project"), have been completed in accordance with the aforesaid Contract for Sale of Land for Private Redevelopment between the City of Lorain, Ohio and Republic Steel Corporation, dated April 10, 1981.

2. This certification constitutes a conclusive determination that Republic Steel Corporation has satisfied all obligations to make and complete improvements in conformance with the aforesaid Contract for Sale of Land for Private Redevelopment, and the Urban Renewal Plan, as amended, referred to hereinabove, and further, that the Republic Steel Corporation has fully complied with the terms, provisions and conditions of all of such instruments aforementioned, so far as the same refer to or relate to that portion of the Project described herein.

3. Republic Steel Corporation is entitled, to the refund of any cash, if any, on deposit with the City, or the cancellation of any bond, which cash of bond guarantees the completion of the improvements on that portion of the Project land described herein.

4. This certification of completion of improvements is issued for and in respect of the following described property:

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:

Beginning at a monument found in the centerline of Broadway (99 feet wide), and the centerline of West Erie Avenue (99 feet wide).

Thence northwesterly N. 44° 55' 40" W. in said centerline of Broadway a distance of 242.46 feet to a point;

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P.P. NO. 02-01-005-102-005
SPLIT # 14527 / DATE OF SURVEY
MAP PAGE 2-01-004-A
SURVEYOR

m.c.