

LAND PURCHASE AGREEMENT

THIS LAND PURCHASE AGREEMENT (this "Agreement") is entered into this ___ day of _____, 2015 (the "Effective Date"), by and between the Lorain Port Authority, a Port Authority duly organized under the Constitution and laws of the State of Ohio, ("Seller"), and UNITED STATES STEEL CORPORATION, a Delaware corporation ("Buyer").

RECITALS

A. The Seller is the owner of certain real property situated in the City of Lorain, Ohio, consisting of approximately 15.03 acres, more particularly described on Exhibit A hereto, together with all tenements, hereditaments, and appurtenances thereto, and all improvements situated thereon (the "Real Property").

B. Seller desires to sell to Buyer and Buyer desires to purchase from Seller the Real Property, pursuant to the terms of this Agreement.

PROVISIONS

NOW, THEREFORE, for and in consideration of the above Recitals and the mutual promises herein contained, the parties stipulate, represent, and agree as follows:

1. Sale of the Real Property. Pursuant to the terms of this Agreement, Buyer shall purchase and pay for, and Seller shall sell and convey to Buyer, the Real Property, free and clear of any and all liens, claims and encumbrances, except the Permitted Encumbrances (as defined in Paragraph 5).

2. Purchase Price. The purchase price for the Real Property shall be Ten and 00/100 DOLLARS (\$10.00), subject to the prorations and closing adjustments as provided in this Agreement (the "Purchase Price").

3. Payment of the Purchase Price. The Purchase Price shall be paid as follows:
(a) Promptly following receipt of the signed Purchase Agreement from Seller, Buyer will deliver to the Escrow Agent the sum of Five DOLLARS (\$5.00) (the "Earnest Money"), as a refundable down payment against the Purchase Price.

(b) The balance of the Purchase Price (as adjusted pursuant to this Agreement, the "Closing Payment"), shall be payable to Seller at Closing by wire transfer, bank cashier's check, or other immediately available funds.

4. Title to the Real Property. Seller shall convey good, insurable and marketable fee simple title to the Real Property by General Warranty Deed(s) (the "Deed"), in form acceptable to Buyer, free and clear of any and all liens, claims and encumbrances, except the Permitted

Encumbrances (as defined in Paragraph 5). Seller acknowledges and agrees that Buyer may, and is hereby authorized to, assign its rights under this Agreement to one or more affiliated entities as designees that will take title to all or specified portions of the Real Property.

5. Evidence of Title. Following the execution of this Agreement, Buyer shall submit this Agreement to LAND AMERICA Lawyers Title Co. 424 Middle Avenue, Elyria, Ohio 44035 (the "Escrow Agent"), and direct the Escrow Agent to issue to it a Commitment for Owner's Policy of Title Insurance (the "Title Commitment"). Buyer shall cause a copy of the Title Commitment, including copies of the instruments creating any listed encumbrances, to be delivered to Seller promptly following receipt from the Escrow Agent. The Title Commitment shall reflect Buyer (or its designee(s)) as the Proposed Insured and an Insured Amount equal to the Purchase Price. The title policy to be issued pursuant to the Title Commitment (the "Owner's Policy") shall insure in Buyer fee simple title, subject only to the following encumbrances (collectively, the "Permitted Encumbrances"): (a) taxes and assessments, both general and special, that have become a lien, but are not yet due and payable; and (b) any easements, rights-of-way, covenants, conditions and restrictions of record that are disclosed in the Title Commitment but are not objected to by Buyer pursuant to Section 6. The Owner's Policy shall be issued as soon as practicable after, but effective as of, the Closing Date.

6. Objections to Title. Prior to the Closing, Buyer shall be entitled to provide Seller with written notice of objection (each, an "Objection") to any defect of title or other matter of record which will adversely affect, in Buyer's sole discretion, the value or Buyer's intended use of the Real Property (the date of Seller's receipt of the Objections is referred to herein as the "Notification Date"). In the event Buyer submits any Objections, Seller shall thereafter have a period of ten (10) days from the Notification Date (the "Cure Period") within which to (a) cure the Objections, at Seller's sole cost and expense, or (b) notify Buyer that it will not cure the Objections. Should Seller be unable or unwilling to cure any Objection within the Cure Period, Buyer, in its sole discretion, may either (i) accept title to the Real Property subject to the Objections, waive the provisions of this Paragraph, and proceed to consummate the transaction pursuant to this Agreement, without abatement of the Purchase Price; or (ii) terminate this Agreement by giving notice to Seller.

7. Survey. Buyer has obtained, at its own cost and expense, a survey of the Real Property (the "Survey"). This provision shall not relieve Seller of any obligations under Section 6 to address, remove or cure Buyer's Objections to title matters.

8. Inspection.

(a) Prior to the Closing (the "Inspection Period"), Buyer shall have the unrestricted right to conduct physical inspections of the Real Property as well as investigations into such other matters as Buyer deems relevant, including zoning, matters of survey, and other matters pertaining to the feasibility of Buyer's use of the Real Property ("Due Diligence Matters").

(b) In the event Buyer determines, in its sole discretion, that any Due Diligence Matters are not acceptable to Buyer, Buyer may terminate this Agreement by providing written notice of termination prior to the expiration of the Inspection Period.

(c) During the Inspection Period, Buyer or its employees, agents and representatives shall possess the right to enter upon the Real Property to perform surveying, environmental studies and tests, soil analyses, and such other due diligence reasonably believed by Buyer to be necessary in connection with its acquisition of the Real Property. Any work performed on the Real Property shall be conducted in a workmanlike manner at Buyer's cost.

9. Conditions Precedent. It is specifically understood and agreed between Buyer and Seller that the obligation of Buyer to consummate and close this transaction is conditioned and contingent upon: (a) Buyer having determined that the Real Property, Title Commitment, Owner's Policy, Survey and all investigations of Due Diligence Matters are acceptable to Buyer, in its discretion; (b) Buyer's corporate approvals for consummation of the transaction; and (c) all of Seller's representations and warranties contained herein being true and accurate upon the Effective Date and as of Closing. If any of the foregoing conditions are not satisfied as of the applicable Closing Date, Buyer may terminate this Agreement and all monies and documents, if any, shall be returned to the respective party having deposited the same and the parties shall stand in the same place and stead as if no agreement had been entered into and shall possess no further obligation hereunder (except that Buyer shall receive a return of the Earnest Money, less the cost of the Title Commitment and any other Escrow Agent charges).

10. Closing.

(a) Time and Date of Closing. The consummation of the transactions contemplated by this Agreement (the "Closing") shall occur at the offices of the Escrow Agent, on _____, 2015 or such other date(s) as may be agreed upon in writing by the parties (each, the "Closing Date" for the applicable properties).

(b) Deliveries in Escrow. All funds and documents necessary to the Closing shall be deposited in escrow with the Escrow Agent not less than three (3) days prior to the applicable Closing Date.

(c) Designation of Escrow Agent. The Escrow Agent shall serve as escrow agent for this transaction (the "Escrow Agent"), subject to its standard conditions of acceptance of escrow; provided, however, the Escrow Agent shall use this Agreement as its escrow instructions, and wherever the terms, conditions, and provisions of this Agreement modify or conflict with the Escrow Agent's standard conditions of acceptance of escrow, this Agreement shall control.

(d) Real Estate Taxes and Assessments. Real estate taxes and all general and special assessments shall be apportioned pro rata among Buyer and Seller as of the Closing Date. If the amount of real estate taxes or assessments is not ascertainable on the Closing Date, such taxes or assessments shall be apportioned based on the immediately preceding tax year. For purposes of determining property taxes and assessments, Seller shall be deemed to own the Premises for the entire day of Closing, and any adjustments needed to reflect the deduction of the Split Property from the scope of this Agreement shall be made on a per acre basis.

(e) Closing Expenses. Buyer shall bear the following fees and expenses incurred in connection with the Closing: (i) the cost for the preparation of the Deed as described in Section 4, (ii) recording fees, if any, required to discharge obligations affecting the Real Property, (iii) all conveyance fees and transfer taxes, (iv) the premium for the Owner's Policy, (v) any endorsement expense arising in connection with the Owner's Policy, (vi) the escrow fee and other charges of the Escrow Agent, (vii) the cost of any survey, deed or other instrument, including all preparation and recording costs, needed to facilitate the creation of the Split Property, and (viii) recording fees incurred in connection with filing the Deed(s).

(f) Seller's Closing Deliveries. At Closing, Seller shall deliver or cause to be delivered the following:

- (i) the Deed(s) in form acceptable to Buyer, duly executed by Seller;
- (ii) an Affidavit, as required by the Tax Reform Act of 1986 and Internal Revenue Code, Section 1445, duly executed by Seller; and
- (iii) such other and further documentation of conveyance and transfer as Buyer and Escrow Agent may reasonably request for the purposes of assigning, transferring, granting, conveying, and confirming the sale of the Real Property to Buyer and issuing the Owner's Policy.

(g) Buyer's Closing Deliveries. At Closing, Buyer shall deliver or cause to be delivered the following:

- (i) the Closing Payment, in accordance with Paragraph 3; and
- (ii) such other and further documentation of conveyance and transfer as Seller and Escrow Agent may reasonably request for the purpose of assigning, transferring, granting, conveying, and confirming the sale of the Real Property to Buyer and issuing the Owner's Policy.

(h) Further Action by Seller. At any time and from time to time, at or after the Closing, upon request of Buyer, Seller shall do, execute, acknowledge and deliver or shall cause to be done, executed, acknowledged and delivered all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may reasonably be required in order to vest in and confirm to Buyer full and complete title to, possession of, and the right to use and enjoy, the Real Property.

11. Possession. The transactions contemplated by this Agreement, including transfer of possession of the Real Property, shall be effective as of 11:59 P.M., local time, on the applicable Closing Date.

12. Risk of Loss. All risk of condemnation, loss, damage to, or destruction of the Real Property shall be on Seller to the Closing Date. In the event of the occurrence of any such casualty or similar event, Buyer in its sole discretion, may (a) proceed to Closing; provided that Seller shall provide a written assignment to Buyer of any insurance proceeds payable to Seller as a result of such casualty or similar event, or (b) terminate this Agreement.

13. Brokers. Buyer and Seller represent and warrant to each other that it has dealt with no agent or broker who in any way has participated in or served as the procuring cause of the sale of the Real Property. Each party agrees to defend, indemnify and hold harmless the other from and against any and all claims, demands, judgments, costs of suit, attorneys' fees and other reasonable costs and expenses which the other may incur by reason of any action or claim made against the other by any agent, advisor or intermediary appointed by or instructed by the indemnifying party, as the case may be, to the extent arising out of this Agreement or the sale of the Real Property to Buyer.

14. Representations and Warranties of the Seller. As a material inducement to Buyer to enter into this Agreement and consummate the transactions contemplated by this Agreement, Seller represents and warrants to Buyer, as follows:

(a) There are no suits, actions, condemnations, appropriations, or other proceedings pending or threatened against or concerning the Real Property. Seller has not received notice from any governmental authority advising that the Real Property is in violation of any zoning, health, safety, subdivision or other laws, ordinances or regulations.

(b) Seller possesses all requisite power and authority to enter into and consummate the transactions herein and there are no known claims, contracts, orders or demands preventing or threatening to prevent Seller from conveying the Real Property to Buyer.

(c) Seller has, and upon conveyance of the Real Property to Buyer (or its designee(s)) by Seller at the Closing, Buyer (or its designee(s)) will acquire and hold, good and marketable title in fee simple to the Real Property, free and clear of any and all liens, claims and encumbrances, other than Permitted Encumbrances. Additionally, as of the date the deed is filed for record the Real Property shall be free from mechanic's, materialmen's or laborer's liens or the possibility of the rightful filing thereof.

(d) Seller enjoys peaceable possession of the Real Property and except for Buyer, there are no adverse or other parties in possession of or making use of the Real Property other than Seller.

(e) Seller has no knowledge of any pending or contemplated eminent domain, condemnation, or other governmental or quasi governmental taking of all or any part of the Real Property.

15. Representations and Warranties of Buyer. As a material inducement to Seller to enter into this Agreement and consummate the transactions contemplated by this Agreement, Buyer represents and warrants to Seller, as follows:

(a) Buyer possesses all requisite power and authority to enter into and consummate the transactions herein. There are no known claims, contracts, orders or demands preventing or threatening Buyer from accepting the Real Property to be conveyed by Seller.

16. Survival. All representations, warranties, covenants, provisions, and understandings of Seller contained herein shall survive the filing of the Deed.

17. Termination; Remedies; Application of Earnest Money.

(a) Termination. In addition to the termination rights granted in Sections 6, 8 and 9 above, this Agreement may be terminated at any time by (a) the mutual written agreement of the parties hereto, or (b) either party if Closing does not occur on or prior to the Closing Date specified in, or otherwise agreed upon pursuant to, Section 10(a) hereof, in each case by

providing written notice to the other party; provided, however, that any party that is in breach of this Agreement shall not be entitled to unilaterally terminate this Agreement pursuant to this sentence.

(b) Rights of Seller for Breach by Buyer. Upon the occurrence of a termination or failure to close this transaction due to a breach of the express terms of this Agreement by Buyer, Seller shall be entitled to receive the Earnest Money, less the cost of the Title Commitment and any other Escrow Agent charges, as liquidated damages and not as a penalty. Thereafter, Buyer shall possess no further responsibility or obligation to Seller. Seller and Buyer acknowledge it would be impossible to accurately determine Seller's damage in the event of Buyer's default. Therefore, Seller acknowledges and agrees retention of the Earnest Money by Seller is a fair and equitable damage award to Seller. Further, Seller expressly waives the right to exercise any further right available to it, at law or in equity including, but not limited to, the right to sue Buyer for additional damages or specific performance.

(c) Rights of Buyer for Breach by Seller. Seller acknowledges and agrees money damages are not an adequate remedy for breach of this Agreement by Seller and, in addition to any other remedy available to Buyer in the event of a breach by Seller, Buyer shall be entitled to: (i) the remedy of specific performance to enforce the terms and conditions of this Agreement; (ii) terminate this Agreement, in which case all monies and documents, if any, shall be returned to the respective party having deposited the same and the parties shall stand in the same place and stead as if no agreement had been entered into and shall possess no further obligation hereunder (except that Buyer shall receive a return of the Earnest Money, less the cost of the Title Commitment and any other Escrow Agent charges); and/or (iii) cure Seller's breaches of this Agreement including, without limitation, expending amounts or taking such other action as Buyer may deem necessary to cure such breaches.

(d) Other Terminations. Upon the occurrence of a termination or failure to close this transaction for any reason other than breach by Seller or Buyer, all monies and documents, if any, shall be returned to the respective party having deposited the same and the parties shall stand in the same place and stead as if no agreement had been entered into and shall possess no further obligation hereunder (except that Buyer shall receive a return of the Earnest Money, less the cost of the Title Commitment and any other Escrow Agent charges).

18. Choice of Law. This Agreement and all transactions contemplated by this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Ohio, without giving effect to the principles of conflicts of laws thereof.

19. Entire Agreement. This Agreement, including any exhibits hereto, contains the entire understanding among the parties and supersedes any prior understandings or agreements between them respecting the within subject matter. There are no representations, warranties, agreements, arrangements, or understandings, oral or written, between or among the parties relating to the subject matter of this Agreement which are not fully expressed herein.

20. Time Is Of The Essence. Buyer and Seller acknowledge and agree, with respect to each paragraph of this Agreement wherein a time limitation is placed upon a specific act or performance, time shall be of the essence in reference to each and every such act or performance.

21. Negative Covenants. Prior to the Closing Date, Seller will not, without the prior written consent of Buyer: (a) directly or indirectly sell, mortgage, pledge, transfer or otherwise dispose of the Real Property, or subject the Real property to any lien, claim or encumbrance, or (b) enter into any lease or other agreement regarding the use or occupancy with any party (other than Buyer or its designee(s)) with respect to the Real Property.

22. Amendments. This Agreement may only be amended by written approval of all the parties hereto.

23. Notices. Notices to Seller or Buyer shall be deemed delivered: (a) at the time delivered by hand; (b) one (1) business day after being placed in the hands of a reputable commercial courier service for next business day delivery; or (c) three (3) business days after placed in the U.S. mail by Certified Mail, Return Receipt Requested, postage prepaid; and addressed to the party to be notified or paid at the following address, or to any other place designated by either party in writing:

if to Seller: Lorain Port Authority
 611 Broadway Avenue
 Lorain, OH 44052
 Attn: Mr. Richard Novak, Executive Director

with a copy to: Lorain Port Authority
 611 Broadway Avenue
 Lorain, OH 44052
 Attn: Michael Brosky, Esq., Counsel

if to Buyer: UNITED STATES STEEL CORPORATION
600 Grant Street
Pittsburgh, PA 15219-2800
Attn: _____

with a copy to: Richard Colella, Esq.
The Colella Law Firm LLC
6055 Park Square Drive
Lorain, OH 44053

24. Successors and Assigns. The rights, powers, and obligations of each party to this Agreement shall inure to the respective heirs, executors, administrators, successors, and assigns of each of them. As set forth in Section 4 above, Buyer shall have the right to assign all of its rights, benefits and obligations under this Agreement to one or more affiliated entities, and if such assignee agrees in writing to be bound hereby, Buyer shall have no further obligation hereunder following such assignment and Seller shall treat such assignee as the Buyer for all purposes of this Agreement.

25. Waiver. Neither the failure nor any delay by any party in exercising any right, power or privilege under this Agreement will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. No waiver shall be effective unless made in writing and signed by the party against whom the waiver is sought to be enforced.

26. No Third Party Rights. Nothing expressed or referred to in this Agreement will be construed to give any person or entity other than the parties to this Agreement any legal or equitable right, remedy, or claim under or with respect to this Agreement or any provision of this Agreement, except for any successors or permitted assignees or designees of the parties. This Agreement and all of its provisions and conditions are for the sole and exclusive benefit of the parties to this Agreement and their respective successors, assigns and designees.

27. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

28. Expenses. Except as otherwise expressly provided herein, Seller and Buyer shall each pay their own expenses in connection with the preparation of this Agreement, and the

consummation of the transactions contemplated hereby, including, without limitation, fees of its own counsel, auditors and other experts, whether or not such transactions be consummated.

29. Severability. The provisions of this Agreement are severable, and if any provision should, for any reason, be held invalid or unenforceable in any respect, it will not invalidate, render unenforceable or otherwise affect any other provision, and such invalid or unenforceable provision will be construed by limiting it so as to be valid and enforceable to the maximum extent compatible with, and possible under, applicable law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

UNITED STATES STEEL CORPORATION

The Lorain Port Authority

By: _____

By: _____

Title: _____

Richard Novak
Executive Director



The R.E. Warner Companies

R.E. Warner & Associates, Inc.
R.E. Warner Architects, Inc.
R.E. Warner Environmental Services, Ltd.
R.E. Warner Construction Services, Inc.

Parcel A
Legal Description

April 7, 2015
R.E. Warner Project No. 01915

Situated in the City of Lorain, Lorain County, Ohio, in Original Sheffield Township Lot No. 83, and further bounded and described as follows:

Beginning at the 1-inch iron pin monument found at the intersection of the centerline of East 28th Street (80 feet wide) with the centerline of Grove Avenue (100 feet wide); Thence along said centerline of Grove Avenue and along its northerly prolongation North 1° 10' 00" West 299.38 feet; Thence North 88° 50' 00" East 863.88 feet to the U.S.S. Property Corner iron pin monument found at the principal point of beginning;

Thence along the south line of land conveyed to the Lake Terminal Railroad Company as described by the deed recorded in Volume 262, Page 419 of Lorain County Deed Records, continuing North 88° 50' 00" East 1,406.12 feet to the iron pin set in a new division line;

Thence in said new division line South 1° 10' 00" East 259.38 feet to the iron pin set in the north line of said East 28th Street (80 feet wide) as shown by the plat of Subdivision No. 4 of the Sheffield Land & Improvement Co's. Property recorded in Volume 6, Page 3 of Lorain County Map Records;

Thence along the north line of East 28th Street South 88° 50' 00" West 250.00 feet the iron pin set at its intersection with the east line of Charleston Avenue (60 feet wide) as shown by said plat of Subdivision No. 4 of the Sheffield Land & Improvement Co's. Property;

Thence along said east line of Charleston Avenue North 1° 10' 00" West 95.54 feet to the iron pin set therein;

Thence deflecting to the left 53.33 feet along a non-tangent circular arc of 543.96 feet radius, central angle of 5° 37' 04" and chord that bears North 57° 37' 04" West 53.31 feet to the iron pin set in the north terminus of Charleston Avenue and in the south line of Parcel No. 7 of land conveyed to the Miraldi Family Real Estate LLC as described by Instrument #2015-0538474 of Lorain County Deed Records;

Thence along the south line of said Miraldi Parcel North 88° 50' 00" East 44.43 feet to the iron pin set at its southeast corner;

Thence along the east line of said Miraldi Parcel North 1° 10' 00" West 74.00 feet to the iron pin set at its northeast corner;

Legal description reviewed by JS
on 7/7/15 per ORC, Section 5713.00

Thence along the north line of said Miraldi Parcel South 88° 50' 00" West 210.00 feet to the 1" diameter iron pipe found at its northwest corner;

Thence along the west line of said Miraldi Parcel South 1° 10' 00" East 74.00 feet to the iron pin set at its southwest corner in the north line of said Subdivision No. 4 of the Sheffield Land & Improvement Co's. Property;

Thence along the north line of Subdivision No. 4 of the Sheffield Land & Improvement Co's. Property South 88° 50' 00" West 945.72 feet to the U.S.S. Property Corner iron pin monument found at the southeast corner of Substation Parcel 3 of land conveyed to Republic Engineered Products, Inc. as described by Instrument #2003-0975227 of Lorain County Deed Records;

Thence along the east line of said Substation Parcel 3 North 1° 20' 28" West 134.38 feet to the principal point of beginning, and containing 4.712 acres of land.

Peter D. Zwick, Ohio Professional Land Surveyor No. 7429, prepared this description in April 2015 from his survey of Parcel 03-00-083-101-041. The basis of its bearings is that of the centerline of East 28th Street (assumed North 88° 50' 00" East) per Instrument #2008-0277716 recorded in Lorain County Deed Records. Iron pins set are 5/8-inch diameter steel rebar, 30 inches long, with yellow identification cap.

Peter D. Zwick

LORAIN COUNTY TAX MAP DEPT.
P.P. No. 03-00-083-101-041 044

Legal description reviewed by ES
on 7/7/15 per ORC, Section 5713.00

[Handwritten notes and signatures]



APPROVED
AS TO DESCRIPTION ONLY

Date 5-1-15
City of Lorain

Per Douglas A. Howard P.E.
Engineering Dept.

7/10/15

EXHIBIT 1

Situated in the State of Ohio, County of Lorain, City of Lorain and being further described as part of Original Lot 85 in Sheffield Township, being part of an original 113.0566 acre parcel of land permanent parcel #0300084000018 described in deed to the City of Lorain recorded in instrument # 20080277716 (record reference of the Recorders office, County of Lorain) and further bound and described as follows:

Commencing at the intersection of the centerline of Grove Ave. and E 28th St. as illustrated by the plat of Sheffield Land & Improvement Company Subdivision #4 as recorded in volume 6, page 3 of the Lorain County Plat Records; thence North 1°10'00" West, 299.00 feet along the centerline of Grove Ave. and the northerly extension thereof;

Thence North 88°50'00" East, 2960.86 feet;

Thence North 1°10'00" West, 168.88 feet to the northerly line of land owned by Lake Terminal Railroad as described in Volume 262, page 419 and Volume 589, Page 167;

Thence continuing North 1°10'00" West, 66.11 feet;

Thence South 88°50'00" West, 36.10 feet;

Thence South 1°37'08" East, 29.70 feet to a point of curvature of a non tangent curve concave to the Northeast;

Thence along the arc of a curve 209.62 feet having a radius of 685.00 feet, central angle of 17°31'59", chord distance and bearing of 208.80 feet, North 59°01'33" West;

Thence North 50°15'33" West, 50.63 feet to a point of curvature of a non tangent curve concave to the Southeast;

Thence along the arc of a curve 126.80 feet having a radius of 200.00 feet, central angle of 36°19'35", chord distance and bearing of 124.69 feet North 23°25'59" East;

Thence North 43°51'51" West, 132.78 feet to a point of curvature of a non tangent curve concave to the East;

Thence along the arc of a curve 147.99 feet having a radius of 200.00 feet, central angle of 42°23'50", chord distance and bearing of 144.64 feet, South 18°06'58" West to a point of curvature of a non tangent curve to the Northeast;

Thence along the arc of a curve 214.92 feet having a radius of 270.00 feet, central angle of 45°36'26", chord distance and bearing of 209.29 feet, North 27°27'22" West;

Thence North 4°39'09" West, 650.58 feet to a point of curvature of a tangent curve to the left;

Legal description reviewed by TS
on 7/17/15 per ORC, Section 5713.00

Thence along the arc of a curve 414.97 feet having a radius of 365.00 feet, central angle of 65°08'23", chord distance and bearing of 392.98 feet North 37°13'21" West;

Thence North 69°47'32" West, 354.09 feet to a point of curvature of a tangent curve to the right;

Thence along the arc of a curve 353.25 feet having a radius of 565.00 feet, central angle of 35°49'19", chord distance and bearing of 347.52 feet North 51°52'53" West;

Thence North 33°58'13" West, 132.94 feet;

Thence North 28°26'26" West, 134.13 feet;

Thence North 25°04'13" West, 74.97 feet;

Thence North 20°02'07" West, 209.29 feet to a point of curvature of a tangent curve to the left;

Thence along the arc of a curve 401.69 feet having a radius of 430.00 feet, central angle of 53°31'23" a chord distance and bearing of 387.24 feet, North 46°47'48" West;

Thence North 73°33'22" West, 12.87 feet to a point of curvature of a tangent curve to the right;

Thence along the arc of a curve 239.02 feet having a radius of 350.00 feet, central angle of 39°07'41" a chord distance and bearing of 234.40 feet, North 53°59'39" West;

Thence North 34°25'49" West, 122.06 feet;

Thence North 15°02'53" West, 67.35 feet;

Thence North 14°16'29" West, 82.84 feet to a point of curvature of a tangent curve to the left;

Thence along said curve 326.70 feet having a radius of 400.00 feet, central angle of 46°47'44" a chord distance and bearing of 317.69 feet, North 37°40'20" West;

Thence North 61°04'12" West, 97.78 feet;

Thence North 75°31'44" West, 286.58 feet;

Thence North 86°46'30" West, 331.97 feet;

Thence North 76°38'03" West, 207.29 feet to a point of curvature of a non tangent curve concave to the Southeast;

Thence along said curve 125.73 feet having a radius of 100.00 feet, central angle of 72°02'22" a chord distance and bearing of 117.61 feet, South 67°20'48" West;

Thence South 31°19'36" West, 100.26 feet to a point of curvature of a tangent curve to the right;

Legal description reviewed by TS
on 7/17/15 per ORC, Section 5713.09

Thence along said curve 213.82 feet having a radius of 350.00 feet, central angle of 35°00'08" a chord distance and bearing of 210.51 feet, South 48°49'41" West to the principal point of beginning for the land herein described;

Thence continuing in said curve to the right 160.16 feet having a radius of 350.00 feet, central angle of 26°13'07" a chord distance and bearing of 158.77 feet, South 79°26'14" West;

Thence North 87°27'09" West, 59.80 feet;

Thence South 63°35'08" West, 42.84 feet;

Thence North 72°54'43" West, 353.88 feet;

Thence North 64°18'12" West, 121.58 feet to a point of curvature of a non tangent curve concave to the south;

Thence in said curve to the left 71.58 feet having a radius of 50 feet a central angle of 82°01'09" with a chord distance and bearing of 65.62 feet, South 74°41'16" West;

Thence South 33°40'41" West, 76.12 feet;

Thence South 88°48'40" West, 5.55 feet;

Thence North 1°11'20" West, 317.18 feet;

Thence North 3°51'51" East, 23.90 feet to a point of curvature of a tangent curve to the right;

Thence in a curve to the right 257.97 feet having a radius of 269.10 feet a central angle of 54°55'02" with a chord distance and bearing of 248.21 feet, North 31°19'22" East;

Thence North 58°46'54" East, 10.71 feet to a point of curvature of a non tangent curve concave to the Southeast;

Thence In a curve to the right 67.50 feet having a radius of 230.30 feet a central angle of 16°47'33" with a chord distance and bearing of 67.26 feet, North 67°10'40" East;

Thence South 88°04'46" East, 56.36 feet;

Thence South 81°57'40" East, 45.48 feet;

Thence South 76°44'22" East, 83.24 feet;

Thence South 73°32'29" East, 77.48 feet;

Thence South 65°47'38" East, 61.56 feet;

Thence South 55°53'46" East, 62.69 feet;

Thence South 47°46'53" East, 53.51 feet;

Legal description reviewed by TS
on 7/17/15 per OAC, Section 5713.00

Thence South 39°56'50" East, 50.29 feet;

Thence South 33°08'19" East, 44.58 feet;

Thence South 23°00'59" East, 140.59 feet;

Thence South 21°08'57" East, 57.94 feet;

Thence South 21°13'12" East, 52.54 feet;

Thence South 21°11'20" East, 80.65 feet;

Thence South 20°52' 20" East, 91.94 feet along the westerly line of Lake Terminal Railroad to the principal point of beginning. Said described parcel of land contains 8.62 acres of land more or less. As surveyed by Mike Straub, P.S. of R.E Warner and Associates Inc. prepared October 2, 2002. Referring to survey map Job No. 27502 prepared July 3, 2002 and revised July 12, 2002 by R.E. Warner and Associates Inc. This description prepared by Douglas A. Hasel P.S. #8412, City of Lorain Engineering, January 8, 2015.

The basis of bearing for this description is the centerline of East 28th Street being North 88°50'00" East as recorded in said Sheffield Land & Improvement Company Subdivision #4.

LORAIN COUNTY TAX MAP DEPT.
P. P. No. 03-00-OBS-101-020

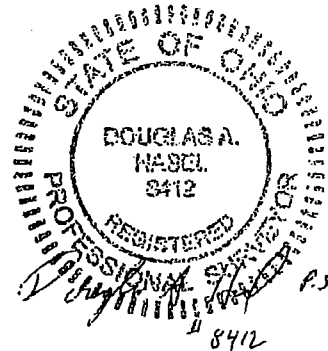
Legal description reviewed by TS
on 7/17/15 per ORC, Section 5713.00

APPROVED

AS TO DESCRIPTION ONLY

Date 1-8-15
City of Lorain

Per [Signature]
Engineering Dept.



APPROVED BY THE LORAIN CITY PLANNING
COMMISSION..... NO PLAT REQUIRED

[Signature]
SECRETARY LORAIN CITY PLANNING COMMISSION

7/10/15

EXHIBIT 2

Situated in the State of Ohio, County of Lorain, City of Lorain and being further described as part of Original Lot 85 in Sheffield Township, being part of an original 113.0566 acre parcel of land permanent parcel #0300084000018 described in deed to the City of Lorain recorded in instrument # 20080277716 (record reference of the Recorders office, County of Lorain) and further bound and described as follows:

Commencing at the intersection of the centerline of Grove Ave. and E 28th St. as illustrated by the plat of Sheffield Land & Improvement Company Subdivision #4 as recorded in volume 6, page 3 of the Lorain County Plat Records; thence North 1°10'00" West, 299.00 feet along the centerline of Grove Ave. and the northerly extension thereof;

Thence North 88°50'00" East, 2960.86 feet;

Thence North 1°10'00" West, 168.88 feet to the northerly line of land owned by Lake Terminal Railroad as described in Volume 262, page 419 and Volume 589, Page 167;

Thence continuing North 1°10'00" West, 66.11 feet;

Thence South 88°50'00" West, 36.10 feet;

Thence South 1°37'08" East, 29.70 feet to a point of curvature of a non tangent curve concave to the Northeast;

Thence along the arc of a curve 209.62 feet having a radius of 685.00 feet, central angle of 17°31'59", chord distance and bearing of 208.80 feet, North 59°01'33" West;

Thence North 50°15'33" West, 50.63 feet to a point of curvature of a non tangent curve concave to the Southeast;

Thence along the arc of a curve 126.80 feet having a radius of 200.00 feet, central angle of 36°19'35", chord distance and bearing of 124.69 feet North 23°25'59" East;

Thence North 43°51'51" West, 132.78 feet to a point of curvature of a non tangent curve concave to the East;

Thence along the arc of a curve 147.99 feet having a radius of 200.00 feet, central angle of 42°23'50", chord distance and bearing of 144.64 feet, South 18°06'58" West to a point of curvature of a non tangent curve to the Northeast;

Thence along the arc of a curve 214.92 feet having a radius of 270.00 feet, central angel of 45°36'26", chord distance and bearing of 209.29 feet, North 27°27'22" West;

Thence North 4°39'09" West, 650.58 feet to a point of curvature of a tangent curve to the left;

Legal description reviewed by TS
on 7/17/15 per ORC, Section 5713.00

Thence along the arc of a curve 414.97 feet having a radius of 365.00 feet, central angle of 65°08'23", chord distance and bearing of 392.98 feet North 37°13'21" West;

Thence North 69°47'32" West, 354.09 feet to a point of curvature of a tangent curve to the right;

Thence along the arc of a curve 353.25 feet having a radius of 565.00 feet, central angle of 35°49'19", chord distance and bearing of 347.52 feet North 51°52'53" West;

Thence North 33°58'13" West, 132.94 feet;

Thence North 28°26'26" West, 134.13 feet;

Thence North 25°04'13" West, 74.97 feet;

Thence North 20°02'07" West, 209.29 feet to a point of curvature of a tangent curve to the left;

Thence along the arc of a curve 401.69 feet having a radius of 430.00 feet, central angle of 53°31'23" a chord distance and bearing of 387.24 feet, North 46°47'48" West;

Thence North 73°33'22" West, 12.87 feet to a point of curvature of a tangent curve to the right;

Thence along the arc of a curve 239.02 feet having a radius of 350.00 feet, central angle of 39°07'41" a chord distance and bearing of 234.40 feet, North 53°59'39" West;

Thence North 34°25'49" West, 122.06 feet;

Thence North 15°02'53" West, 67.35 feet;

Thence North 14°16'29" West, 82.84 feet to a point of curvature of a tangent curve to the left;

Thence along said curve 326.70 feet having a radius of 400.00 feet, central angle of 46°47'44" a chord distance and bearing of 317.69 feet, North 37°40'20" West;

Thence North 61°04'12" West, 97.78 feet;

Thence North 75°31'44" West, 286.58 feet;

Thence North 86°46'30" West, 331.97 feet;

Thence North 76°38'03" West, 207.29 feet to a point of curvature of a non tangent curve concave to the Southeast, an iron pin set and the principal point of beginning for the land herein described;

Thence along said curve 125.73 feet having a radius of 100.00 feet, central angle of 72°02'22" a chord distance and bearing of 117.61 feet, South 67°20'48" West;

Thence South 31°19'36" West, 100.26 feet to a point of curvature of a tangent curve to the right;

Legal description reviewed by TS
on 2/17/15 per ORC, Section 5713.00

Thence along said curve 187.72 feet having a radius of 350.00 feet, central angle of 30°43'46" a chord distance and bearing of 185.48 feet, South 46°41'27" West to the easterly line of a parcel of land deeded to Lake Terminal Railroad;

Thence North 31°02'42" West, 21.15 feet along the easterly line of said Lake Terminal parcel to a point of curvature to the right;

Thence along said curve 168.84 feet having a radius of 470.00 feet, central angle of 20°34'56" a chord distance and bearing of 167.94 feet, North 16°33'18" West along the easterly line of said Lake Terminal parcel;

Thence North 17°25'42" West, 174.80 feet to point of curvature to the left and along the easterly line of said Lake Terminal parcel;

Thence along said curve 73.37 feet having a radius of 435.00 feet, central angle of 9°39'52" a chord distance and bearing of 73.29 feet, North 25°59'54" West along the easterly line of said Lake Terminal parcel ;

Thence South 70°42'50" East, 464.96 feet thru said parcel of land deeded to the City of Lorain by instrument # 20080277716 to the principal point of beginning. Said described parcel of land contains 1.70 acres of land more or less. As surveyed by Mike Straub, P.S. of R.E Warner and Associates Inc. prepared October 2, 2002. Referring to survey map Job No. 27502 prepared July 3, 2002 and revised July 12, 2002 by R.E. Warner and Associates Inc. This description also surveyed and prepared by Douglas A. Hasel P.S. #8412, City of Lorain Engineering, January 8, 2015.

The basis of bearing for this description is the centerline of East 28th Street being North 88°50'00" East as recorded in said Sheffield Land & Improvement Company Subdivision #4.

FIDELITY NATIONAL TITLE
COMPANY, LLC
5340 MEADOW LANE
SHEFFIELD VILLAGE, OH 44054

LORAIN COUNTY TAX MAP DEPT.
P. P. No. 03-00-085-101-021

Legal description reviewed by JS
on 7/17/15 per ORC, Section 5713.09

APPROVED
AS TO DESCRIPTION ONLY
Date 1-8-15
City of Lorain
Per [Signature]
Engineering Dept.

STATE OF OHIO
REGISTERED PROFESSIONAL SURVEYOR
DOUGLAS A. HASEL
#8412
[Signature]
8/12

APPROVED BY THE (LORAIN) CITY PLANNING
COMMISSION
[Signature] 3-5-15
SECTION 1609.02 OF THE OHIO REVISED CODE