

LIMITED WARRANTY DEED

AMERICAN TRANSMISSION SYSTEMS INCORPORATED, an Ohio corporation, 76 South Main Street, Akron, Ohio 44308, the GRANTOR, for valuable consideration paid, grants with limited warranty covenants to The LORAIN PORT AUTHORITY, a governmental entity duly organized and existing under and by virtue of the Constitution and laws of the State of Ohio, Chapter 4582 of the Ohio Revised Code, whose tax mailing address shall be 611 Broadway, Lorain, Ohio 44052, the GRANTEE, the following real property:

Situated in the City of Lorain, County of Lorain, State of Ohio, being part of Original Sheffield Township Lot Number 98, also known as being Sublot 2 and Sublot 3 of the Black River Substation Number 1 as recorded in Plat Volume 101, Pages 94-95 of the Lorain County Plat Records, and shown on Exhibit "A" attached hereto and made a part hereof.

Except restrictions, conditions and easements of record, and zoning ordinances and taxes, which shall be prorated between the parties as of the date of transfer.

Permanent Parcel Numbers: 03-00-098-110-020
03-00-098-110-021

Prior Deed Reference: 2012-0423796

Crossing No.1

The entirety of Sublot 2 as recorded in Plat Volume 101, Pages 94-95 of the Lorain County Plat Records, and shown on Exhibit B attached hereto and made a part hereof

Crossing No. 2.

A strip of land 50 feet wide paralleling the entire eastern property line of Sublot 3, as recorded in Plat Volume 101, Pages 94-95 of the Lorain County Plat Records, and shown on Exhibit B attached hereto and made a part hereof

Crossing No. 3.

A strip of land 60 feet wide paralleling the entire western property line of Sublot 3 as recorded in Plat Volume 101, Pages 94-95 of the Lorain County Plat Records, and shown on Exhibit B attached hereto and made a part hereof

RESERVING, HOWEVER, unto Grantor, its successors and assigns, an easement and right of way, together with rights and privileges hereinafter set forth ("the Easement"), for lines for the transmission and distribution of electric current and energy related services, including communication and other related facilities, whether overhead or underground as now or to be located in the future, at the sole discretion of the Grantor, its successors and assigns, upon, over, under, across and along the herein-conveyed property, said easement and right of way hereinafter referred to as the "Right of Way" is more fully described as follows:

The rights herein reserved shall include the right to erect, inspect, operate, replace, remove, protect, relocate, repair, patrol, add to, and permanently maintain upon, over, under, across and along the above-described Right of Way across all necessary structures, wires, and cables used for or in connection with the transmission and distribution of electric current and energy related services, including communications, together with the right to install any necessary guy wires, anchors and other usual fixtures and appurtenances within or adjacent to the Right of Way herein reserved wherever necessary and the right of reasonable ingress and egress upon, over and across the herein-conveyed property for access to and from said Right of Way, together with the full authority and unqualified right to trim, remove, clear, keep clear, and otherwise control (by such methods as Grantor, in its sole judgment, may deem necessary or proper, including but not limited to the use of herbicides) any and all trees, underbrush, or other vegetation located within the Right of Way. Grantor shall also have the full authority and right, in its sole discretion, to trim, remove, clear, keep clear, and otherwise control any or all trees or vegetation adjacent to said Right of Way, other than vegetation that is produced for agricultural purposes, that, in the opinion of Grantee, may interfere or threaten to interfere with the construction, operation, maintenance, or repair of Grantor's facilities or ingress or egress to, from, or along said Right of Way.

Except as provided herein, Grantee shall have the right to use the land encumbered by the Easement in any manner that is not inconsistent with the rights reserved unto Grantor by said Easement and provided that said use does not violate the National Electrical

Safety Code clearances. Grantee agrees that no building, obstruction or impediment of any kind shall be placed within said Right of Way or between said structures or beneath said wires. Grantor shall have the full authority and right, in its sole discretion, to remove, or to compel the removal, of any buildings or other structures within the Right of Way that, in the opinion of the Grantor, may interfere or threaten to interfere with the construction, operation, maintenance, or repair of Grantor's facilities or with ingress or egress to, from, or along the Right of Way. To the extent that any buildings or other structures within the Right of Way must be removed under the terms of the Easement, Grantees and their successors shall be solely responsible for the cost of removing said buildings or other structures from the Right of Way, and any damages arising therefrom.

The parties hereto acknowledge that any right of Grantor to trim, remove and/or clear any trees, underbrush, vegetation or other buildings or structures as set forth herein, does not create or place a duty upon Grantor to do so, or shift any duty that the Grantees owe to the Grantor, any third party and/or the general public.

**AMERICAN TRANSMISSIONS SYSTEMS
INCORPORATED**

BY _____
Ketan Patel

Its: Vice President

STATE OF OHIO)
) SS:
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this day of April 2016 by Ketan Patel, Vice President, on behalf of The American Transmission Systems Incorporated, an Ohio corporation, on behalf of the corporation.

Notary Public
Printed Name

This instrument prepared by
American Transmission Systems Incorporated

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EXHIBIT A