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Lorain County, Ohio
Mike Doran County Recorder

File 2022-0888382

IN THE COURT OF COMMON PLEAS
LORAIN COUNTY, OHIO

FILED

LORAIN COUNTY

2022 AUG 16 A 10:50

ELYRIA MIDWAY MALL LLC, et al.)	CASE NO. 20CV200793 LEAS
Plaintiffs,)	TOM ORLANDO
v.)	JUDGE RAYMOND J. EWERS
ELYRIA REALTY LLC, et al.)	<u>AMENDED AGREED ENTRY FOR</u>
Defendants.)	<u>DECLARATORY JUDGMENT</u>

This matter was submitted to the Court upon the Complaint for Declaratory Judgment filed by Elyria Midway Mall, LLC, Elyria 4000 Midway Mall, LLC, Elhio LLC, and Elhio II LLC (collectively, the “Plaintiffs”) filed on March 10, 2020, a Motion for Default Judgment against Defendant, Water Street Development, LLC (“Water Street”) and the Answers of Defendants, Elyria Realty LLC, Stacey Granger, KE Elyria LLC, Midway Nassim LLC and Midway CH LLC (collectively, the “Answering Defendants”) and the evidenced.

The Court finds that all necessary parties have been properly served according to law and are properly before the Court; that Water Street having failed to appear at the hearing on July 26, 2022 on Plaintiffs’ Motion for Default Judgment, Plaintiff’s Motion against Water Street is hereby granted; and that Answering Defendants and Plaintiffs have reached an agreement as set forth in the Amended and Restated Easement, Restriction and Operating Agreement attached hereto as Exhibit “A” attached hereto and incorporated by reference herein.

The Court further finds and concludes that there exists no genuine issues of material fact and that Plaintiffs are entitled to judgment in their favor as a matter of law on all causes of action set forth in the Complaint.

{01726797-3}

I HEREBY CERTIFY THIS TO BE A TRUE COPY
OF THE ORIGINAL ON FILE IN THIS OFFICE
TOM ORLANDO, LORAIN COUNTY
CLERK OF THE COURT OF COMMON PLEAS
BY *Chris Hart* DEPUTY

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that, judgment is rendered in favor of Plaintiffs against Defendant, Water Street Development, LLC, for declaratory judgment.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Lorain County Recorder accept for recording a certified copy of this Agreed Entry in order to effectuate the following:

A. That Plaintiffs, Water Street, and Answering Defendants shall all be bound by the terms and conditions set forth in the Amended and Restated Easement, Restriction and Operating Agreement attached hereto as Exhibit "A".

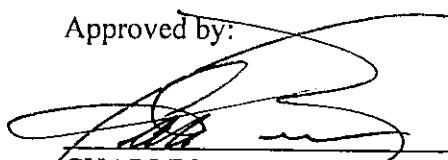
IT IS FURTHER ORDERED, ADJUDGED AND DECREED that upon presentation of a certified copy of the Agreed Entry and the Lorain County Recorder's acceptance of the certified copy of this decision for recording in its records, the Lorain County Recorder shall cause its records to reflect that the Amended and Restated Easement, Restriction and Operating Agreement as recorded and indexed as to Permanent Parcel Nos. 06-24-031-107-041, 06-24-031-107-040, 06-24-031-107-042, 06-24-030-000-135, 06-24-030-000-113, 06-24-031-107-023, 06-24-031-107-036, 06-24-031-107-037, 06-24-031-107-043, 06-24-030-000-123, 06-24-030-000-124, 06-24-030-000-125, 06-24-030-000-126, 06-24-030-000-127, 06-24-030-000-027 (nka 06-24-031-107-035), 06-24-031-107-028, 06-24-030-000-111, 06-24-030-000-119, and 06-24-030-000-115 and as more fully described in the legal descriptions attached hereto as Exhibit "B".

THIS COURT FURTHER ORDERS that there is no just cause for delay. *CASE CLOSED.*
IT IS SO ORDERED.



JUDGE RAYMOND J. EWERS

Approved by:



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Defendant Elyria Realty LLC

By: _____
Name: _____
Its: _____
150 Great Neck Road, Suite 304
Great Neck, NY 11021

Defendant Midway Nassim, LLC

By: _____
Name: _____
Its: _____
150 Great Neck Road, Suite 304
Great Neck, NY 11021

Defendant Midway CH, LLC

By: _____
Name: _____
Its: _____
150 Great Neck Road, Suite 304
Great Neck, NY 11021

THIS COURT FURTHER ORDERS that there is no just cause for delay. *CASE CLOSED.*

IT IS SO ORDERED.



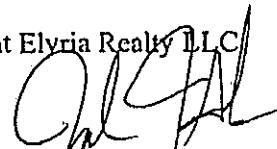
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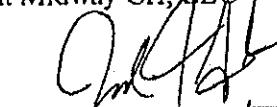
Defendant Elyria Realty LLC

By: 
Name: Joshua Hydman
Its: Authorized Signatory
150 Great Neck Road, Suite 304
Great Neck, NY 11021

Defendant Midway Nassim, LLC

By: 
Name: Joshua Hydman
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EXHIBIT “A”

**AMENDED AND RESTATED EASEMENT,
RESTRICTION AND OPERATING AGREEMENT**

Dated _____, 2022



{01725767-2}

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Exhibit "A" – Depiction of Access and Parking Easement

Exhibit "B" – Access and Parking Easement Agreement

AMENDED AND RESTATED EASEMENT,
RESTRICTION AND OPERATING AGREEMENT

THIS AMENDED AND RESTATED EASEMENT, RESTRICTION AND OPERATING AGREEMENT (the "Agreement"), entered into as of this _____ day of _____, 2022, (the "Effective Date") by and among ELYRIA REALTY LLC, an Ohio limited liability company, with offices at 150 Great Neck Road, Suite 304, Great Neck, New York 11021 ("Elyria Realty"), MIDWAY CH LLC, an Ohio limited liability company, with offices at 150 Great Neck Road, Suite 304, Great Neck, New York 11021 ("Midway CH"), MIDWAY NASSIM LLC, an Ohio limited liability company, with offices at 150 Great Neck Road, Suite 304, Great Neck, New York 11021 ("Midway Nassim"), ELYRIA MIDWAY MALL, LLC, an Ohio limited liability company, with offices at 6675 Parkland Boulevard, Suite 100, Solon, Ohio 44139 ("Elyria Midway"), ELYRIA 4000 MIDWAY MALL LLC, an Ohio limited liability company, with offices at 6675 Parkland Boulevard, Suite 100, Solon, Ohio 44139 ("Elyria 4000"), ELHIO LLC, an Ohio limited liability company, with offices at 222 Grand Avenue, Englewood, New Jersey 07631 ("Elhio"), ELHIO II LLC, an Ohio limited liability company, with offices at 222 Grand Avenue, Englewood, New Jersey 07631 ("Elhio II"), KE ELYRIA LLC, an Ohio limited liability company, with offices at 439 Youngstown-Warren Road, Niles, Ohio 44446 ("KE"), and STACEY GRANGER, an individual, residing in Lorain County, with offices at 11473 Island Road, Grafton, Ohio 44044 ("Granger").

W I T N E S S E T H:

WHEREAS, Elyria Joint Venture ("Elyria JV"), The Higbee Company ("Higbee"), Sears, Roebuck and Co. ("Sears") and The May Department Stores Company ("May") entered into a certain Amended and Restated Easement, Restriction and Operating Agreement dated as of December 14, 1990 and recorded December 14, 1990 in O.R. Volume 353, Page 637, of the Lorain County Records ("Prior Agreement"), as supplemented in a short form Supplemental Agreement between Elyria Joint Venture and The May Department Stores Company recorded on December 14, 1990 in O.R. Volume 353, Page 720, of the Lorain County Records and assigned and assumed in an Assignment and Assumption of Operating Agreement (Westfield Midway) between CMF, Inc. and Federated Retail Holdings, Inc. and filed for record on July 21, 2006 in Instrument No. 20060155447 of the Lorain County Records, as amended by that certain unrecorded First Amendment to Amended and Restated Easement, Restriction and Operating

Agreement dated as of July 22, 2001 among Elyria Joint Venture, The Higbee Company, Sears, Roebuck and Co. and The May Department Stores Company, a certain unrecorded Supplemental Agreement dated as of December 14, 1990 between Elyria Joint Venture and The May Department Stores Company, and a certain unrecorded First Amendment to Supplemental Agreement dated as of October 23, 2001 between Elyria Joint Venture and The May Department Stores Company, and a certain Reciprocal Access Easement Agreement among Elyria Joint Venture, The May Department Stores Company, and West River Road Properties, Ltd. dated May 12, 1998, filed for recorded on November 6, 1998, and recorded as Instrument No. 19980574896 of the Lorain County Records; and

WHEREAS, Elyria Realty, Midway CH and Midway Nassim acquired title to parcels identified as Permanent Parcel Nos. 06-24-030-000-123, 06-24-030-000-124, 06-24-030-000-125, 06-24-030-000-126, 06-24-030-000-127, 06-24-030-000-027 (n/k/a 06-24-031-107-035) and 06-24-031-107-028 (collectively, hereinafter referred to as "Midway Mall Parcel"); and

WHEREAS, Elyria Midway and Elyria 4000 acquired title to parcels identified as Permanent Parcel Nos. 06-24-031-107-041, 06-24-031-107-040, 06-24-031-107-042, 06-24-030-000-135, 06-24-030-000-113, 06-24-031-107-023, 06-24-031-107-036, and 06-24-031-107-037 (collectively, hereinafter referred to as "Elyria 4000 Parcel"); and

WHEREAS, Elhio and Elhio II acquired title to parcel identified as Permanent Parcel No. 06-24-031-107-043 (collectively, hereinafter referred to as "Elhio Parcel"); and

WHEREAS, KE acquired title to the parcel identified as Permanent Parcel No. 06-24-030-000-111 ("KE Parcel"); and

WHEREAS, Granger acquired title to the parcel identified as Permanent Parcel No. 06-24-030-000-115 ("Granger Parcel"); and

WHEREAS, Water Street Development LLC, an Ohio limited liability company ("Water Street"), acquired title to the parcel identified as Permanent Parcel No. 06-24-030-000-119 ("Water Street Parcel") and

WHEREAS, the parties hereto desire to amend and restate, in its entirety, the Prior Agreement as hereinafter set forth, it being the intention of the parties hereto that the Prior Agreement be superseded in its entirety by this Agreement.

NOW, THEREFORE, for and in consideration of the mutual grants, covenants and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto grant, covenant and agree as follows:

1. Definitions. As used in this Agreement, and in addition to such other terms as are defined elsewhere in this Agreement, the following terms shall have the following meanings:

A. Common Areas. The term "Common Area" or "Common Areas" shall mean (i) roadways to provide vehicular access to and from streets and highways adjacent to and abutting the Parcels, including entrances to and exits from the Parcels, (ii) traffic and directional signs, and (iii) utility lines and facilities which have not been dedicated and which serve more than one party's parcel.

B. Elhio. The term "Elhio" shall mean the Elhio and Elhio II parties.

C. Elyria 4000. The term "Elyria 4000" shall mean Elyria Midway, Elyria 4000 parties.

D. Midway Mall. The term Midway Mall shall mean collectively Elyria Realty, Midway CH and Midway Nassim parties.

E. Parties. The term "parties" shall mean the signatories hereto and their respective successors and assigns to the extent that such successors and assigns are owners in fee simple of all or a portion of the Elyria 4000 Parcel, the Midway Mall Parcel, Elhio Parcel, KE Parcel, Granger Parcel and Water Street Parcel; provided, however, that in the case of a transfer of fee simple title which is immediately followed by a leaseback of the entire tract so transferred by the transferee to the transferor or an affiliate hereof, the lessee thereof shall retain the status of the party for so long as such lease shall not have expired or been terminated.

F. Parcels. The term "Parcels" shall mean the Elyria 4000 Parcel, Elhio Parcel, Midway Mall Parcel, KE Parcel, Granger Parcel, and Water Street Parcel.

2. Access Easements.

A. Grant of Easements. Elyria 4000, Elhio, Midway Mall, KE, Granger, and Water Street each hereby grants to each of the others, their respective successors and assigns, for the benefit of each such grantee's parcel (i.e., Elyria 4000, Elhio, Midway Mall, KE, Granger, and Water Street for the benefit of the Elyria 4000 Parcel, Elhio Parcel, Midway Mall Parcel, KE Parcel, Granger Parcel, and Water Street Parcel) the non-exclusive right and privilege for vehicular traffic only, along, over and across the strips of land extending to and from Traverse Lane, Midway Boulevard, Market Drive, and West River Road over portions of the Elyria 4000 Parcel, the Midway Mall Parcel, KE Parcel, Granger Parcel, Water Street Parcel and Elhio Parcel for the purpose of providing ingress to and egress from the respective Parcels and Traverse Lane, Midway Boulevard and West River Road, together with the rights and subject to the reservations set forth in Subparagraphs B and C of this Paragraph 2. In addition, subject to the terms herein, Midway Mall grants KE the non-exclusive right, privilege and easement to use the area highlighted in black pixel of the Midway Mall Parcel as identified on Exhibit "A" and to permit their respective employees, agents, customers, business visitors, licensees and invitees to use the same, in common with Midway Mall, their respective successors and assigns, and all persons claiming by and through them, for parking purposes and for the

purpose of ingress to and egress from the Midway Mall Parcel, which will be set forth in an Access and Parking Agreement and which will be recorded with the Lorain County Recorder in the form attached hereto as Exhibit "B". Notwithstanding anything to the contrary contained herein, Midway Mall reserves all rights (provided that the accessibility of the entire property subject to this Agreement is not interfered with) to alter and/or redevelop the Midway Mall Parcel, excluding the area outlined in red on Exhibit A, and to perform construction activities in connection therewith (collectively, "Construction Activities"). Construction Activities may include (i) painting and decoration, (ii) repairs and maintenance, (iii) replacements, restorations, redevelopment, renovations, alterations, additions, and improvements, structural and otherwise, in and to the Midway Mall Parcel or any part thereof. Any such rights and easements granted herein shall be exercised in a manner so as to not substantially interfere with or obstruct grantees, their employees, invitees, and other tenants use, operation or maintenance of the grantees' parcels.

B. Use of Easements. The foregoing Access Easements may be used by the grantees thereof, their respective officers, employees, agents, tenants, customers, business visitors, business guests, licensees and invitees, such use to be in common with the grantor thereof, its successors and assigns and all other persons claiming by or through such grantor. Each grantor of said Access Easements agrees not to obstruct or interfere in any way with the free flow of vehicular traffic over the roadways located within the strips of land covered by these Access Easements, except to the extent necessary for reasonable repair and maintenance, and traffic regulation and control. The foregoing rights, privileges and easements are intended to be and shall be construed and appurtenant to and for the benefit of Elyria 4000 Parcel, Elhio Parcel, Midway Mall Parcel, KE Parcel, Granger Parcel, and Water Street Parcel.

C. Relocation of Easements. Each party reserves the right, from time to time, without obtaining the consent or approval of the other parties hereto, to change the location of the Access Easements and the roadways over such party's parcel which are located within such Access Easements, provided that access for vehicular traffic, as set forth in Subparagraph A of this Paragraph 2, is not unreasonably restricted by such changes, and provided, further, such party constructs at its expense a new roadway on such new location which is in all respects at least equal to the roadway in the old location.

3. Common Area and Sign Easements.

A. Grant of Common Area Easements. Elyria 4000, Elhio, Midway Mall, KE, Granger, and Water Street each hereby grants to each of the others, their respective successors and assigns, for the benefit of each such grantee's parcel (i.e., Elyria 4000, Elhio, Midway CH, KE, Granger, and Water Street for the benefit of the Elyria 4000 Parcel, Elhio Parcel, Midway Mall Parcel, KE Parcel, Granger Parcel, and Water Street Parcel) the non-exclusive right, privilege and easement to use the common areas on the Elyria 4000 Parcel, Elhio Parcel, Midway Mall Parcel, KE Parcel, Granger Parcel, and Water Street Parcel, and to permit their respective officers, employees, agents, tenants, customers,

business visitors, business guests, licensees and invitees to use the same, in common with all the parties hereto, their respective successors and assigns, and all other persons claiming by or through them, for the purpose of vehicular ingress and egress from the parcels of the parties hereto, subject, however, to the provisions of Subparagraphs C and D of this paragraph 3.

B. Sign Easements. Elyria 4000 hereby grants to Midway Mall, its successors and assigns, an easement for the benefit of the Midway Mall Parcel to use two (2) portions of the Elyria 4000 Parcel, each measuring 20 feet by 20 feet for the purpose of erecting, operating, maintaining, repairing and replacing, at Midway Mall's expense, an identification sign and an illuminated attraction board theater sign, respectively, subject, however, to the provisions of Subparagraph D of this Paragraph 3. Such signs shall be of the type, design, size and quality as is customarily found in regional shopping centers and shall be subject to the approval of Elyria 4000, which approval shall be in its sole and absolute discretion. Elyria 4000 hereby confirms its approval of such signs as existing on the date hereof. Midway Mall agrees at its expense to maintain such signs in good condition and repair and the event of its failure to do so within a reasonable time after receiving written notice thereof from Elyria 4000, Elyria 4000 shall have the right to remove such signs and charge Midway Mall the cost thereof.

C. Modification to Common Areas; Use of Common Areas. Each party reserves the right, from time to time, without obtaining the consent or approval of the other parties hereto:

(i) To make any changes (including changes of use), modifications or alterations in those portions of such party's parcel which are subject to the foregoing Common Area Easements after first notifying the other parties of such proposed changes, modifications or alterations no later than sixty (60) days prior to commencement of construction (excepting in the event of an emergency), provided that the accessibility of the entire property subject to the Agreement and the parcels of each of the parties to vehicular traffic is maintained during any construction thereon and is not unreasonably restricted by such changes, modifications or alterations to the Common Area Easements set forth in the Agreement; and

(ii) To make reasonable rules and regulations with respect to the traffic flow in their respective parcel;

(ii) Each party reserves the right to eject from the Common Areas on its parcel any person not authorized to use the same.

D. Term of Easements. The foregoing rights, privileges and easements shall be effective for a term commencing on the effective date of this Agreement and continuing for a period of twenty (20) years thereafter. Such rights, privileges and easements are intended to be and shall be construed as appurtenant to and for the benefit of the Elyria 4000 Parcel, Elhio Parcel, Midway Mall Parcel, KE Parcel, Granger Parcel, and Water

Street Parcel, as the case may be, during the term thereof as set forth herein, and at the end of such term the respective parcels shall be free and clear from the burden thereof.

4. Utility Easements.

A. Grant of Easements. Elyria 4000, Elhio, Midway Mall, KE, Granger, and Water Street each hereby grants to each of the others, their respective successors and assigns, for the benefit of each such grantee's parcel (i.e., Elyria 4000, Elhio, Midway Mall, KE, Granger, and Water Street for the benefit of the Elyria 4000 Parcel, Elhio Parcel, Midway Mall Parcel, KE Parcel, Granger Parcel, and Water Street Parcel) the perpetual non-exclusive right, privilege and easement in, under and across their respective parcels, except within their respective structures, to install, tie into, use, maintain, repair and replace, underground utility facilities such as water, gas, electric, broadband, and cable television and telephone lines and storm and sanitary sewers serving the parcel of the grantee. The foregoing easements shall be for such utility facilities existing on the date of this Agreement which are not located within dedicated easements granted to the usurping public utility authority, and such future facilities installed by the grantee on portions of the parcels of the grantors at locations approved by the grantor.

B. Use and Relocation of Easements. The foregoing Utility Easements may be used by the grantees thereof, their respective tenants, successors and assigns, with respect to their parcels, such use to be in common with the grantor thereof, its successors and assigns and all other persons claiming by or through such grantor or otherwise entitled to the use thereof. Each grantor shall have the right to relocate at any time and from time to time at its expense any utility facilities installed on its parcel, provided that substitute easements are granted for such new location and provided, further, that such relocation shall not interfere with, or increase the cost of, or diminish such utility services to the grantees or others entitled to the use thereof, or unreasonably interfere with the flow of traffic on the property during the period of such relocation.

5. Use. The parties agree that the Parcels shall only be used for purposes that are permitted under the local zoning ordinances for the City of Elyria, Lorain County, Ohio, except that the following uses are prohibited:

- glue manufacturing or size or gelatin manufacturing where the processes include the refining or recovery of products from fish, animal refuse or offal;
- hazardous manufacturing and hazardous materials storage, which is the assembling, altering, fabricating, finishing or processing, or the treatment or storage, of a product using any substances or materials that, by reason of their toxic, caustic, corrosive, abrasive, flammable or explosive nature or otherwise injurious properties, may be detrimental or deleterious to the health of any person handling or otherwise coming in contact with such materials or substance, with examples of the prohibited used including, but not limited to, acid manufacturing, asbestos manufacturing, chemical and biological incineration (except crematory),

disinfectant, insecticide or poison manufacturing, lime or lime products manufacturing, and petroleum or flammable liquids production or refining;

- Heavy manufacturing and storage, which is the assembling, altering, fabricating, finishing or processing, or the treatment or storage, of a product using flammable or explosive materials or utilizing a process which potentially involves or creates commonly-recognized offensive conditions (such as smoke, noise, vibration, dust, or glare) potentially being emitted or emanating outside of the building or lot where such assembling, altering, fabricating, finishing, processing, treatment, or storage takes place, with examples of the prohibited uses including, but not limited to, asphalt plant, concrete mixing and concrete products manufacturing;
- junk yards, which is a place where waste or discarded or salvaged materials are bought, sold, exchanged, stored, baled, cleaned, packed, disassembled or handled, including auto wrecking yards, house wrecking yards, used lumber yards, and places or yards for use of salvaged house wrecking and structural steel materials and equipment, but excluding such uses when the same are conducted entirely within a completely enclosed building, and excluding pawn shops and establishments for the sale, purchase or storage of used cars in operable condition, salvaged machinery, used furniture and household equipment, and the processing of used, discarded or salvaged materials as part of manufacturing operations;
- landfills;
- Livestock feeding yard;
- sewage disposal plant;
- sexually-oriented businesses, including, but not limited to, adult arcades, adult bookstores, adult novelty stores, adult video stores, adult cabarets, adult motion picture theaters, adult theaters, nude model studios, and sexual encounter centers, as those terms are defined in the local zoning ordinance for the City of Elyria, Lorain County, Ohio;
- slaughtering of animals or stock yards;
- tar distillation or manufacturing; and
- waste-transfer stations.

6. Maintenance.

A. Building and Utility Maintenance. The parties agree that all buildings on their respective Parcels shall be kept and maintained by such party, in good order and

condition and state of repair and maintenance, at its own expense. Insofar as there are on their respective Parcels installed thereon to provide public utility services or water or sanitary or storm sewers to serve in addition to a particular party's parcel, the Parcel of any other party, the same shall be kept and maintained in good order, condition and state of repair by the party on whose parcel the portion of said facilities or systems requiring such expenditure shall be located (except to the extent that such services or systems may be operated and maintained by public agencies or utilities), and the cost thereof shall be borne by the party on whose Parcel the portion of said facilities or systems requiring such expenditure is located.

B. Maintenance of Common Areas. Each party shall, at its sole cost and expense, perform or cause to be performed all maintenance of the Common Areas on its Parcel. This includes the obligation on each party, at its sole cost and expense, to promptly remove, to the extent practicable, snow and ice on the Common Area roadway located on its parcel. If after reasonable notice in writing has been given by a party hereto to any other party hereto that the party receiving the notice shall not have corrected or repaired any condition in respect of the Common Areas agreed to be performed under this Subparagraph B (unless if such failure or nonperformance cannot reasonably be cured within such 30 day period in which case the party receiving the notice shall not be in default of its obligation hereunder as long as the party diligently pursues a course of action to cure such failure or nonperformance), then the party giving notice shall have the right to enter upon the parcel of the party to whom notice was given and correct or repair such condition and the party to whom such notice was given shall pay the cost thereof within 7 business days from the date an invoice is provided to the party. Any invoice not paid within 7 days shall earn interest at the rate of 5%. Further, should collection proceedings be instituted for failure to pay, the non-paying party shall be responsible for all costs and expenses including reasonable attorneys' fees.

As used in this Section, the term "maintenance" shall mean all work required to keep the Common Areas at all time in good order and condition and state of repair in accordance with then reasonable commercial and industrial standards. Maintenance of the Common Area roadways shall be undertaken and made whenever necessary to maintain the road in good operating condition at all times and to insure the provision of safe access, ingress and egress and passage by all parties to this Agreement.

C. Lighting. Each party shall, at its sole cost and expense, maintain in good order and condition and state of repair the lighting standards and fixtures located on its parcel. Further, no party shall be obligated to light its parcel after 10:00 P.M., except for security lighting unless tenants on its parcel are open for business or it is reimbursed for the cost thereof.

7. Unavoidable Delays. The time for performance of any term, covenant, condition or agreement of this Amended and Restated Easement, Restriction and Operating Agreement shall be extended by any period of unavoidable delays. (In this Agreement "unavoidable delays" means

delays beyond the control of the party obligated to perform the applicable term, covenant, condition or agreement under this Agreement and shall include, without limiting the generality of the foregoing, delays attributable to acts of God, strikes, shortages of labor and material, labor disputes, governmental restrictions, riot, civil commotion, acts of public enemy and casualty, but shall not include delays attributable to financial difficulties of such party.)

8. Term. Unless otherwise specifically provided in this Agreement, or unless sooner terminated by subsequent mutual agreement of the parties then in interest, this Agreement shall continue and the obligations hereunder shall remain binding from the date hereof until the expiration of twenty (20) years from the Effective Date. Upon any termination of this Agreement, all rights and privileges derived from and the duties and obligations created or imposed by the terms of this Agreement shall terminate and thereafter cease to exist and all burdens in the favor as the dominant estate, of any of the parcels of land referred to herein over or upon any other, as the subservient estate, or the parcels of land referred to herein shall likewise terminate and thereafter cease to exist, except that (i) easements granted pursuant to Paragraph 4 shall not so terminate; (ii) easements granted to public utility companies for a term or terms beyond said termination date shall not so terminate; iii) the rights granted to KE by Midway Mall in Paragraph 2(A) and set forth in the Access and Parking Agreement recorded with the Lorain County Recorder in the form contained in Exhibit B shall not so terminate; (iv) KE shall retain the right to access a publicly-dedicated and open road from the KE Parcel for purposes of vehicular ingress and egress; and (iv) such termination shall not limit or affect any remedy at law, in equity or under this Agreement of any party against any other party with respect to any liability and obligation on the part of such other party arising or to be performed under this Agreement prior to the date of such termination.

9. Indemnification. Each party shall indemnify, defend, and hold the other parties and its members, owners, employees, agents, invitees, successors, and assigns harmless from any and all loss, cost, damage, or liability (including, but not limited to, court costs and reasonable attorney fees) relating in any way to (i) the negligence or willful misconduct of a party; (ii) breach of this Agreement; and (iii) the construction or maintenance activities of the party, whether such construction or maintenance activities are carried out directly by it, its employees or agents, or by contractors or subcontractors employed by it, including, without limitation, mechanics, laborers and materialmen's liens.

10. Miscellaneous.

A. Recording. The parties agree that they will cause this Agreement to be duly recorded as a matter of record in Lorain County, Ohio.

B. Covenants Running with the Land. All the covenants, agreements, conditions and restrictions set forth in this Agreement are intended to be and shall be construed as covenants running with the land, binding upon, inuring to the benefit of and enforceable by the parties and all subsequent owners of their respective Parcels or any part thereof.

C. Not Partners. Nothing contained in this Agreement shall be construed to make the parties, partners or joint venturers or to render any of the parties liable for the debts or obligations of the others, except as in this Agreement expressly provided.

D. Waiver. No delay or omission by any of the parties to exercise any right or power accruing upon any noncompliance or failure of performance by any of the other parties under the provisions of this Agreement shall impair any such rights or power or be construed to be a waiver thereof. A waiver by any of the parties of any of the covenants, conditions or agreements hereof to be performed by any of the others shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.

E. Governing Law, Severability. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. If any provisions, or portion thereof, of this Agreement, or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provisions, or portion thereof, to any person or circumstances shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

F. Modifications. No agreement shall be effective to add to, change, modify, waive or discharge this Agreement, in whole or in part, unless such agreement is in writing and signed by the parties hereto.

G. Notices. Any notice, request, demand, approval or consent given or required to be given under this Agreement, except those notices, requests, demands, approvals or consents relating to design schematics and plans and specifications, shall, except as otherwise specifically provided herein, be in writing and shall be deemed as having been given when mailed by United States registered or certified mail, postage prepaid, to the other parties at the addresses stated below or at the last changed address given by the party to be notified as hereinafter specified:

ELYRIA REALTY: Elyria Realty LLC
150 Great Neck Road, Suite 304
Great Neck, New York 11021

MIDWAY CH: Midway CH LLC
150 Great Neck Road, Suite 304
Great Neck, New York 11021

MIDWAY NASSIM: Midway Nassim LLC
150 Great Neck Road, Suite 304
Great Neck, New York 11021

ELYRIA MIDWAY: Elyria Midway Mall, LLC

6675 Parkland Boulevard, Suite 100
Solon, Ohio 44139

ELYRIA 4000:

Elyria 4000 Midway Mall LLC
6675 Parkland Boulevard, Suite 100
Solon, Ohio 44139

ELHIO:

Elhio LLC
222 Grand Avenue
Englewood, New Jersey 07631

ELHIO II:

Elhio II LLC
222 Grand Avenue
Englewood, New Jersey 07631

KE:

KE Elyria LLC
439 Youngstown-Warren Road
Niles, Ohio 44445

GRANGER:

Stacey Granger
11473 Island Road
Grafton, Ohio 44044

WATER STREET:

Water Street Development, LLC
420 Madison Avenue
Toledo, Ohio 43604

Any party may, at any time, change its address for the above purpose by mailing, as aforesaid, a notice stating the change and setting forth the new address.

H. Headings. The article and section headings herein are for convenience and reference only, and in no way define and limit the scope and content of this Agreement or in any way affect its provisions.

I. Exhibits. The exhibits mentioned herein have been initialed by the duly authorized officers, agents or attorneys of the parties hereto and are hereby incorporated herein by reference and made a part hereof as fully as if set forth in full herein.

J. Counterparts. This Agreement may be executed in counterparts and all such counterparts shall constitute one agreement binding on all the parties, notwithstanding by the Parties hereto manually or by pdf or facsimile signature in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts together constitute one and the same instrument. Each counterpart may consist of a number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

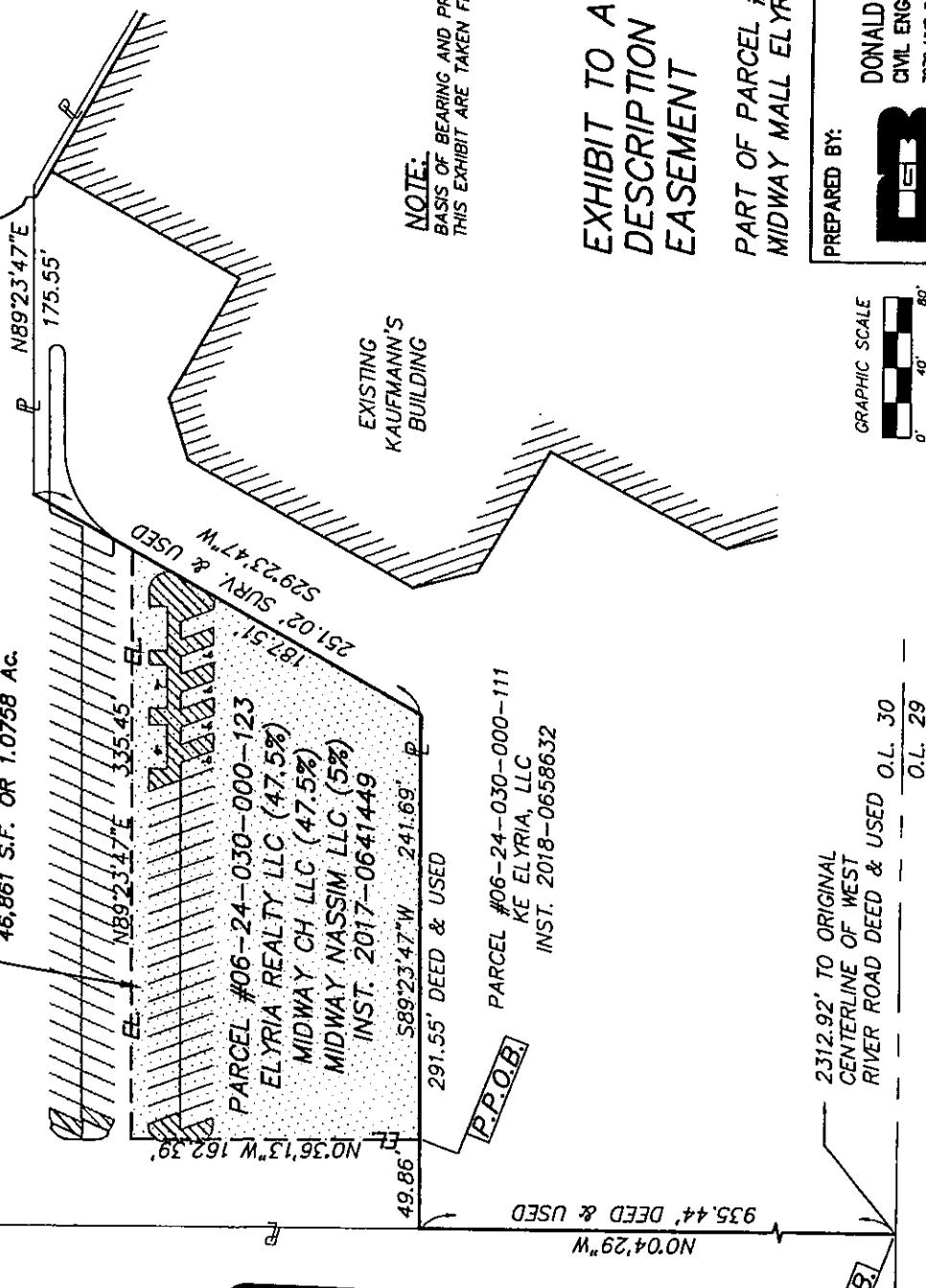
K. Remedy; Not Exclusive. The remedies of the parties provided in this Agreement are not the sole remedies of a party hereto and shall not be construed to be, by way of limitation, the only remedy available to it, but in addition each party shall be entitled to all remedies available in law or in equity for a breach by any other party.

L. Successors and Assigns: This Agreement shall bind and inure to the benefit of the respective heirs, administrators, successors and assigns of the parties hereto. In the event of the sale or other transfer of a Party's rights, title and interest in their respective parcel, the transferee shall, by its acceptance of an instrument of conveyance, be deemed to have automatically assumed all provisions of this Agreement that such Party was obligated to perform with respect to the parcel conveyed. However, no such transfer shall relieve any party of liability for any breach of this Agreement occurring prior to such transfer.

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PROPOSED PARKING EASEMENT
46,861 S.F. OR 1.0758 A.C.



46,861 S.F. OR 1.0758 A.C. 46,861 S.F. OR 1.0758 A.C. 4/13/2022 - 11:57AM

EXHIBIT TO ACCOMPANY LEGAL
DESCRIPTION FOR PARKING
EASEMENT

PART OF PARCEL #06-24-030-000-123
MIDWAY MALL ELYRIA, OHIO

PREPARED BY: 
DONALD G. BOHNING & ASSOCIATES, INC.
CIVIL ENGINEERING & SURVEYING
7979 HUB PARKWAY • VALLEY VIEW, OHIO 44125
PHONE: (216) 642-1130 FAX: (216) 642-1132

ORDER No. 5336

EXHIBIT

"A"

ACCESS AND PARKING EASEMENT AGREEMENT

THIS ACCESS AND PARKING EASEMENT AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2022 by and between ELYRIA REALTY LLC AND MIDWAY NASSIM LLC (collectively the "Grantor") and KE ELYRIA LLC ("Grantee"). Grantor and Grantee are collectively referred to as the "Parties" and individually as a "Party."

WHEREAS, Grantor is the holder of fee simple title to that certain tract, more or less, situated, lying and in the County of Lorain, City of Elyria, State of Ohio and more clearly identified as PPN: 0624030000123 and more clearly set forth in a legal description of which is attached hereto as Exhibit A ("Grantor Property") and incorporated herein; and

WHEREAS, Grantee is the holder of fee simple title to that certain tract, more or less, situated, lying in the County of Lorain, City of Elyria, State of Ohio with PPN 0624030000111, a legal description of which is attached hereto as Exhibit B ("Grantee Property") and incorporated herein; and

WHEREAS, Grantor and Grantee are parties to an Amended and Restated Easement, Restriction and Operating Agreement ("Amended Operating Agreement") entered into by them (and Midway CH LLC, Elyria Midway Mall LLC, Elyria 4000 Midway Mall LLC, Elhio LLC, Elhio II LLC, Stacey Granger, and Water Street Development, LLC) contemporaneously with this Agreement, and which Amended Operating Agreement specifically refers to this Agreement, and is attached thereto, as Exhibit B; and

WHEREAS, Grantee has requested that Grantor grant and convey to Grantee, as an appurtenance to the Grantor Property, easements for the purposes of the parking of motor vehicles, and the motor-vehicle and pedestrian ingress, egress, regress and access over and across and upon the portion of Grantor's Property as described in the legal description attached hereto as Exhibit C and incorporated herein by reference ("the Easement Area"); and,

WHEREAS, Grantor has agreed to grant and convey said appurtenant easements to Grantee, and their tenants, lessees, mortgagees, invitees, and guests upon the terms and conditions set forth herein.



NOW, THEREFORE, for and in consideration of the mutual covenants and promises of the parties herein contained, the receipt and sufficiency of such consideration being hereby acknowledged, the parties hereto, hereby agree as follows:

- 1) **GRANT OF EASEMENT.** Grantor hereby grants and conveys to Grantee for use and benefit of Grantee, its mortgagees, tenants, invitees, guests, and all other persons lawfully upon the Grantee Property, a non-exclusive easement for the benefit of the Grantee Property for:
 - (i) Vehicular parking as identified on the map attached as Exhibit C; and
 - (ii) Ingress, egress, regress, and access for motor-vehicle and pedestrian traffic over, through, and across the Easement Area.
- 2) **BINDING EFFECT.** It is agreed that the rights and easements hereby granted are pertinent to and run with the Grantee Property, for the use and benefit of Grantee and Grantee's successors or assigns. The rights, obligations, and responsibilities of Grantor established in this Agreement are pertinent to and run with the Easement Area and are binding on Grantor and Grantor's successors or assigns.
- 3) **MAINTENANCE AND REPAIR.** Notwithstanding the responsibilities imposed on the parties by the Amended Operating Agreement, Grantee at their sole cost and expense, shall be responsible for the maintenance, cleaning, clearing of snow and ice, and repair of the Easement Area. The term "maintenance" shall mean all work required to keep the Easement Area at all times in good order and condition and state of repair in accordance with then reasonable commercial and industrial standards. Maintenance of the Easement Area parking areas shall be undertaken and made whenever necessary to maintain the pavement in good operating condition at all times and to insure the provision of safe access, ingress and egress and passage by all parties to this Agreement. The repair, upkeep and maintenance required for the Easement Area shall be performed in a good workman-like manner, lien-free, and in an efficient manner in accordance with the requirements of all applicable government ordinances, codes, regulations and laws. In the event any mechanic's or materialmen's lien is filed against the Easement Area or any land of Grantor in connection with the work for or on behalf of Grantee, then Grantee shall, promptly after notice of filing, cause the same to be discharged of record. If Grantee learns of any claim or action pertaining to mechanic's or materialmen's liens, Grantee shall give prompt notice of the same to Grantor.
- 4) **INDEMNIFICATION.** Each Party shall indemnify, defend, and hold the other Party and its members, owners, employees, agents, invitees, successors, and assigns harmless from any and all loss, cost, damage, or liability (including, but not limited to, court costs and reasonable attorney fees) relating in any way to (i) the negligence or willful misconduct of a Party; (ii) breach of this Agreement; and (iii) the maintenance activities of the Party, whether such maintenance activities are carried out directly by it, its employees or agents, or by contractors or subcontractors employed by it, including, without limitation, mechanics, laborers and materialmen's liens.
- 5) **NON-EXCLUSIVE BENEFIT.** Grantor hereby reserves the right for itself, and its heirs, successors and assigns, to grant such other or similar easements, rights and privileges over, across, and under the Easement Area.
- 6) **DEFAULT.** In the event of any default by Grantee in the performance or observance of any term, condition or covenant of the Agreement, which default is not cured within thirty (30)

days after the giving of written notice from Grantor to Grantee (unless such default is in the nature that it cannot be cured within such thirty (30) day period, in which case the period to cure such default shall be extended so long as Grantee shall have commenced the curing of such default within such thirty (30) day period and shall thereafter diligently and continuously prosecute the curing of same and shall completely cure such default as promptly as possible, then Grantor shall have the right, exercisable by delivering written notice to Grantee,

- (a) to cure such default, and the right to be promptly reimbursed for any costs incurred to cure such default, or
- (b) to terminate this Agreement, whereupon the easements herein granted shall cease and desist and be of no further force and effect.

7) **TERMINATION.** This Agreement shall terminate upon the parties' written agreement so terminating the Agreement.

8) **GOVERNING LAW.** This Agreement shall be governed by and enforced in accordance with the laws of the State of Ohio.

9) **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of such counterparts together shall be deemed to constitute one original instrument.

10) **MISCELLANEOUS.**

- (a) Whenever required by the context of this Agreement, the singular shall include the plural and vice versa, and the masculine shall include the feminine and neutral.
- (b) If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- (c) The captions preceding the text of each paragraph are included only for convenience of reference and should be disregarded in the construction and interpretation of this Agreement. Terms are also selected only for convenience of reference.
- (d) The fact that one party hereto was the drafter of this Agreement should not be taken into consideration as a factor in interpretation or enforcement of the terms of this Agreement. In the event an ambiguity is found herein, said ambiguity will not be construed more strictly against the drafter of this document.
- (e) "Notice" required, permitted or desired to be given under this Agreement shall be in writing and shall be mailed by registered or certified mail, return-receipt requested or delivered personally, including by air courier or expedited mail service, addressed as follows:

if to Grantor:

6675 Parkland Boulevard, Suite 100
Solon, OH 44139
Attn: Chris Salata, COO

with a copy to:

McCarthy, Lebit, Crystal & Liffman
1111 Superior Avenue East, Suite 2700
Cleveland, Ohio 44114
Attn: Charles A. Nemer, Esq.

if to Grantee:

KE Elyria LLC
439 Youngstown-Warren Road
Niles, OH 44446
Attn: Argie Makroglou

with a copy to:

Brouse McDowell LPA
6550 Seville Drive, Suite B
Canfield, OH 44406
Attn: Matthew V. Vansuch, Esq.

Or at such other address as may be specified from time to time in writing. All notices hereunder shall be deemed to have been given on the date of delivery or the date marked on the return receipt unless delivery is refused or cannot be made because of any incorrect address provided by the addressee, in which case the date of postmark shall be deemed the date notice has been given.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK
SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Grantor, Elyria Realty LLC and Midway Nassim LLC, has hereunto set its hand on the _____ day of _____, 2022.

GRANTOR:

Elyria Realty LLC, an Ohio limited liability company

By: _____
Name: _____
Its: _____

GRANTOR:

Midway Nassim LLC, an Ohio limited liability company

By: _____
Name: _____
Its: _____

STATE OF OHIO)
COUNTY OF _____) SS:

Before me, a Notary Public in aforesaid County and State, do hereby certify that Elyria Realty LLC, an Ohio limited liability company, by _____, its duly authorized _____, who personally appeared before me this day and acknowledged that he did sign the foregoing instrument and that the same is his free act indeed. This is an acknowledgement certificate. No oath or affirmation was administered to the signer.

In testimony whereof, I have hereunto set my hand and Official Seal at _____, Ohio,
this ____ day of _____, 2022.

Notary Public

My commission expires: _____

STATE OF OHIO)
COUNTY OF _____) SS:

Before me, a Notary Public in aforesaid County and State, do hereby certify that Midway Nassim LLC, an Ohio limited liability company, by _____, its duly authorized _____, who personally appeared before me this day and acknowledged that he did sign the foregoing instrument and that the same is his free act indeed. This is an acknowledgement certificate. No oath or affirmation was administered to the signer.

In testimony whereof, I have hereunto set my hand and Official Seal at _____, Ohio,
this ____ day of _____, 2022.

Notary Public

My commission expires:

IN WITNESS WHEREOF, Grantee, KE Elyria LLC, has hereunto set their hand on the _____ day of
_____, 2022.

GRANTEE:
KE Elyria LLC, an Ohio limited liability
company

By: _____
Name: _____
Its: _____

STATE OF OHIO)
) SS:
COUNTY OF _____)

Before me, a Notary Public in aforesaid County and State, do hereby certify that KE Elyria LLC, an Ohio limited liability company, by _____, its duly authorized _____, who personally appeared before me this day and acknowledged that he did sign the foregoing instrument and that the same is his free act indeed. This is an acknowledgement certificate. No oath or affirmation was administered to the signer.

In testimony whereof, I have hereunto set my hand and Official Seal at _____, Ohio,
this _____ day of _____, 2022.

Notary Public

My commission expires: _____

This instrument prepared by:
Andrew Perry, Esq.,
McCarthy, Lebit, Crystal & Liffman Co., L.P.A.
1111 Superior Avenue, East, Suite 2700
Cleveland, Ohio 44114
Telephone: (216) 696-1422 (ext. 258)

EXHIBIT A

See attached.

STAMP
ADDED
TO CAPTURE
IMAGE

STAMP
ADDED
TO CAPTURE
IMAGE

Exhibit A

SITUATED IN THE CITY OF ELYRIA, COUNTY OF LORAIN AND STATE OF OHIO AND BEING KNOWN AS PART OF ORIGINAL ELYRIA TOWNSHIP LOT NO. 30, WEST OF BLACK RIVER, AND MORE DEFINITELY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN FOUND SET IN THE SOUTHERLY LINE OF ORIGINAL LOT NO. 30 AT A POINT NORTH 90 DEGREES 00'00" WEST, A DISTANCE OF 2312.92 FEET FROM THE ORIGINAL CENTERLINE OF WEST RIVER ROAD; THENCE NORTH 0 DEGREE 04'28" WEST, A DISTANCE OF 726.30 FEET TO A POINT; SAID POINT IS THE PRINCIPAL PLACE OF BEGINNING; THENCE CONTINUING NORTH 0 DEGREE 04'29" WEST, A DISTANCE OF 209.14 FEET TO A POINT; THENCE NORTH 89 DEGREES 23'47" EAST, A DISTANCE OF 291.55 FEET TO A POINT; THENCE NORTH 29 DEGREES 23'47" EAST, A DISTANCE OF 250.81 FEET TO A POINT; THENCE NORTH 89 DEGREES 24'47" EAST, A DISTANCE OF 175.80 FEET TO A POINT; THENCE SOUTH 60 DEGREES 37'42" EAST, A DISTANCE OF 270.67 FEET TO A POINT; THENCE NORTH 29 DEGREES 23'47" EAST, A DISTANCE OF 8.05 FEET TO A POINT; THENCE SOUTH 60 DEGREES 36'13" EAST, A DISTANCE OF 237.64 FEET TO A POINT; THENCE NORTH 89 DEGREES 52'03" EAST, A DISTANCE OF 28.17 FEET TO A POINT; THENCE SOUTH 9 DEGREES 32'36" WEST, A DISTANCE OF 63.38 FEET TO A POINT; THENCE SOUTH 59 DEGREES 9'36" WEST, A DISTANCE OF 98.06 FEET TO A POINT; THENCE SOUTH 13 DEGREES 15'24" EAST, A DISTANCE OF 43.97 FEET TO A POINT; THENCE SOUTH 25 DEGREES 31' 18" WEST, A DISTANCE OF 134.00 FEET TO A POINT; THENCE SOUTH 89 DEGREES 58'06" WEST, A DISTANCE OF 8.26 FEET TO A POINT; THENCE NORTH 19 DEGREES 46'54" WEST, A DISTANCE OF 48.26 FEET TO A POINT; THENCE SOUTH 86 DEGREES 58'06" WEST, A DISTANCE OF 54.26 FEET TO A POINT; THENCE SOUTH 39 DEGREES 04'51" WEST, A DISTANCE OF 69.46 FEET TO THE SOUTHWESTERLY CORNER OF LAND CONVEYED TO SOUTHWYCK MANOR APARTMENTS COMPANY, AS RECORDED IN VOLUME 1278, PAGE 394, EXHIBIT A, OF LORAIN COUNTY DEED RECORDS; THENCE SOUTH 41 DEGREES 46'50" WEST, A DISTANCE OF 81.22 FEET TO A POINT; THENCE SOUTH 29 DEGREES 23'47" WEST, A DISTANCE OF 122.12 FEET TO A POINT; THENCE WESTERLY IN THE ARC OF A CURVE WHICH DEFLECTS TO THE RIGHT, A DISTANCE OF 314.95 FEET TO THE POINT OF TANGENCY OF SAID CURVE; SAID CURVE HAS A RADIUS OF 200.50 FEET, A CENTRAL ANGLE OF 90 DEGREES 0'00" AND A CHORD OF 283.55 FEET WHICH BEARS SOUTH 74 DEGREES 23'46" WEST; THENCE NORTH 60 DEGREES 36'13" WEST, A DISTANCE OF 339.21 FEET TO A POINT OF CURVATURE; THENCE IN THE ARC OF A CURVE WHICH DEFLECTS TO THE RIGHT, A DISTANCE OF 211.81 FEET TO A POINT; SAID CURVE HAS A RADIUS OF 200.50 FEET, A CENTRAL ANGLE OF 60 DEGREES 31'43" AND A CHORD OF 202.10 FEET WHICH BEARS NORTH 30 DEGREES 20'21" WEST; THENCE SOUTH 89 DEGREES 55'31" WEST, A DISTANCE OF 14.50 FEET TO THE PRINCIPAL PLACE OF BEGINNING, INTENDING TO CONVEY 12.000 ACRES OF LAND.

RECORDED BY _____
 1-17-18 _____
 571339
 501 ORC Section

EXHIBIT A

LEGAL DESCRIPTION

1 of 9

Parcel 1 (30.4558 acres Parcel)

Situated in the City of Elyria, County of Lorain, State of Ohio, being known as part of Original Elyria Township Lots Nos. 30 and 31, West of the Black River and more definitely described as follows:

Beginning in the southerly sideline of Midway Blvd. at the northcasterly corner of land conveyed to Sears, Roebuck and Company, as recorded in Volume 901, Page 526 of Lorain County Deed Records;

Thence North 89° 28' 04" East in the southerly sideline of Midway Blvd., a distance of 704.00 feet to the northwesterly corner of Parcel A conveyed to The Higbee Company, as recorded in Volume 901, Page 534 of Lorain County Deed Records;

Thence South 0° 31' 56" East in the westerly line of Parcel A, a distance of 191.00 feet to point;

Thence South 89° 28' 04" West, a distance of 82.55 feet to a point;

Thence South 0° 31' 56" East, a distance of 209.00 feet to a point;

Thence North 89° 28' 04" East, a distance of 132.22 feet to a point;

Thence South 0° 31' 56" East, a distance of 202.00 feet to a point;

Thence South 89° 28' 04" West, a distance of 0.16 feet to a point;

Thence South 0° 31' 56" East, a distance of 129.00 feet to a point;

Thence South 89° 28' 04" West, a distance of 0.17 feet to a point;

Thence South 0° 31' 56" East, a distance of 47.50 feet to a point;

Thence North 89° 28' 04" East, a distance of 0.16 feet to a point;

Thence South 0° 31' 56" East, a distance of 462.19 feet to a point;

Thence South 60° 36' 13" East, a distance of 332.96 feet to a point;

Thence Northcasterly in the arc of a curve which deflects to the left, a distance of 155.85 feet to a point; said curve has a radius of 956.00 feet, a central angle of 9° 20' 26" and a chord of 155.68

Legal description reviewed by APLZ
on 8-22-17 per ORC Section 5713.09

MIAMI 5535400.1 72496/85060

feet which bears North 32° 46' 06" East;

Thence South 60° 36' 13" East, a distance of 44.51 feet to a point;

Thence Northwesterly in the arc of a curve which deflects to the left, a distance of 57.00 feet to a point; said curve has a radius of 1000.50 feet, a central angle of 3° 15' 51" and a chord of 56.99 feet which bears North 26° 31' 25" East;

Thence South 45° 0' 0" East, a distance of 59.92 feet to a point;

Thence North 89° 52' 04" East, a distance of 146.78 feet to a point of curvature;

Thence in the arc of a curve which deflects to the left, a distance of 137.60 feet to the point of tangency of said curve; said curve has a radius of 500.00 feet, a central angle 15° 46' 06" and a chord of 137.17 feet which bears North 81° 59' 01" East;

Thence North 74° 05' 57" East, a distance of 178.44 feet to a point;

Thence North 29° 05' 57" East, a distance of 35.36 feet to a point in the westerly sideline of West River Road; said point being also the most northerly corner of Parcel 1 conveyed to Elyria Joint Venture, as recorded in Volume 197, Page 598 of Lorain County Official Records;

Thence South 15° 54' 03" East, in the westerly sideline of West River Road, a distance of 120.29 feet to a point;

Thence Westerly in the arc of a curve which deflects to the left, a distance of 43.33 feet to the point of tangency of said curve; said curve has a radius of 41.00 feet, a central angle of 60° 32' 58" and a chord of 41.34 feet which bears North 75° 42' 32" West;

Thence South 74° 05' 57" West, a distance of 167.71 feet to a point of curvature;

Thence in the arc of a curve which deflects to the right, a distance of 158.37 feet to the point of tangency of said curve; said curve has a radius of 574.50 feet, a central angle of 15° 47' 41" and a chord of 157.87 feet which bears South 81° 59' 45" West;

Thence South 89° 52' 03" West, a distance of 235.83 feet to a point of curvature;

Thence in the arc of a curve which deflects to the left, a distance of 29.65 feet to the point of reverse curve; said curve has a radius 30.00 feet; a central angle 56° 37' 55" and a chord of 28.46 feet which bears South 61° 33' 20" West;

Thence in the arc of a curve which deflects to the right, a distance of 149.81 feet to the point of tangency of said curve; said curve has a radius of 1000.50 feet, a central angle of 8° 34' 45" and a chord of 149.67 feet which bears South 37° 31' 59" West;

Legal description reviewed by PTZ
on 8-22-17 per ORC Section 5713.09

MIAMI 5535400.1 72496/85060

Thence South $41^{\circ} 49' 22''$ West, a distance of 230.54 feet to a point;

Thence North $60^{\circ} 36' 13''$ West, a distance of 223.39 feet to a point;

Thence South $29^{\circ} 23' 47''$ West, a distance of 8.05 feet to a point;

Thence North $60^{\circ} 37' 42''$ West, a distance of 270.67 feet to a point;

Thence South $89^{\circ} 23' 47''$ West, a distance of 175.55 feet to a point;

Thence South $29^{\circ} 23' 47''$ West, a distance of 251.02 feet to a point;

Thence South $89^{\circ} 23' 47''$ West, a distance of 291.55 feet to a point in the easterly line of land conveyed to Philip C. Margolius as recorded in Volume 1094, Page 593 of Lorain County Deed Records;

Thence North $0^{\circ} 04' 29''$ West in Margolius' easterly line and in the easterly line of Parcel 1 conveyed to ViCorp Specialty Restaurants, Inc., as recorded in Volume 1337, Page 262 of Lorain County Deed Records, a distance of 335.32 feet to an angle point;

Thence North $89^{\circ} 34' 01''$ East in the southerly line of Parcel 1, a distance of 15.00 feet to a point;

Thence North $1^{\circ} 35' 01''$ East in the easterly line of Parcel 1, a distance of 28.74 feet to a point in the southerly line of land conveyed to Sears, Roebuck and Company, as recorded in Volume 901, Page 526 of Lorain County Deed Records;

Thence North $89^{\circ} 28' 04''$ East in Sears, Roebuck and Company's southerly line, a distance of 137.42 feet to the southeasterly corner thereof;

Thence North $0^{\circ} 31' 56''$ West in Sears, Roebuck and Company's easterly line, a distance of 208.00 feet to an angle point;

Thence South $89^{\circ} 28' 04''$ West in Sears, Roebuck and Company's northerly line, a distance of 42.00 feet to a point;

Thence North $0^{\circ} 31' 56''$ West in Sears, Roebuck & Company's easterly line, a distance of 773.00 feet to angle point;

Thence North $89^{\circ} 28' 04''$ East in Sears, Roebuck and Company's southerly line, a distance of 39.00 feet to an angle point;

Thence North $0^{\circ} 31' 56''$ West in Sears, Roebuck and Company's easterly line, a distance of 300.00 feet to a point in the southerly sideline of Midway Blvd. and the place of beginning;

Legal description reviewed by RPM
on 8-22-17 per ORC Section 5713.09

MIAMI 5535400.1 72496/85060

Enclosing a parcel containing 30.4558 acres

EXCEPTING THEREFROM the following described parcel of land which was conveyed pursuant to a Judgment Entry on Settlement and Partial Default pursuant to Case No. 14CV182324 of Lorain County Court of Common Pleas, and which was recorded on October 9, 2014 as Document No. 2014-0521662 of Lorain County Records:

Situated in the City of Elyria, County of Lorain and State of Ohio, and known as being part of Original Elyria Township Lot 31 West of Black River tract. Also being part of the land conveyed to Centro Midway LLC as recorded in Instrument No. 20060150356 of the Lorain County Records and being a parcel of land lying on the right side of the centerline of right-of-way and construction of Midway Boulevard (60 feet wide), on the right and left side of the centerline of right of way and construction of Tillotson Street (width varies) and on the right and left side of the centerline of right of way and construction of Midway mall Frontage Road (width varies), being more definitely described as follows:

Commencing for reference at a point at the intersection of the centerline of right of way and construction of State Road 57 (width varies) Station 12S-52.72 and the centerline of right of way of Midway Boulevard (60 feet wide) Station 10+00.00, said point being referenced by a concrete monument found North 19 degrees, 20 minutes, 01 second West, 0.77 feet;

~~Intersecting centerline of right of way and construction of State Road 57.~~

~~Point of Beginning: 10+00.00, 12S-52.72, N 19° 20' 01" W, 0.77 ft.~~

Thence, along the centerline of right of way of Midway Boulevard, North 89 degrees 01 minutes 39 seconds East, 871.36 feet to a point in the centerline of right of Midway Boulevard Station 18+71.36;

Thence leaving the centerline of right of way of Midway Boulevard; South 00 degrees 58 minutes 21 seconds East, 35.00 feet to a point in the southerly right of way of Midway Boulevard and the True Point of Beginning for the parcel herein described, said point being at the northeasterly corner of land conveyed to Sears, Roebuck and Co. as recorded in Deed Volume 901, Page 526 of the Lorain County Records and being 35.00 feet right of centerline of right of way of Midway Boulevard Station 18+71.36 and 30.00 feet right of centerline of construction of Midway Boulevard Station 18+71.29 and being referenced by a drill hole found North 00 degrees 25 minutes 49 seconds West, 0.03 feet;

1) Thence along the southerly right of way of Midway Boulevard, North 89 degrees 01 minutes 39 seconds East, 119.83 to an iron pin set at 35.00 feet right of centerline of right of way of Midway Boulevard Station 19+91.19 and 30.00 feet right of centerline of construction of Midway Boulevard Station 19+91.19;

2) Thence, leaving the southerly right of way of Midway Boulevard, South 50 degrees 55

Legal description reviewed by RPM
on 8-22-17 per ORC Section 5713.09

MIAMI 5535400.1 72496/85060

minutes 18 seconds West, 27.74 feet to an iron pin set at 47.12 feet right of centerline of construction of Midway Boulevard Station 19+69.29 and 38.02 feet right of centerline of right of way and construction of Tillotson Street Station 6+21.71;

3) Thence, South 00 degrees 58 degrees 29 seconds East, 177.83 feet to an iron pin set at 35.60 feet right of centerline of right of way and construction of Tillotson Street Station 4+43.89;

4) Thence, South 89 degrees 01 minutes 39 seconds West, 98.00 feet to an iron pin set in the easterly line of said land conveyed to Sears, Roebuck and Co. at 62.39 feet left of centerline of right of way and construction of Tillotson Street Station 4+45.23;

5) Thence, along Sears, Roebuck and Co.'s easterly line, North 00 degrees 58 minutes 29 seconds West, 194.95 feet to the point of beginning and enclosing an area of 0.4429 acres more or less.

The iron pins set are $\frac{1}{4}$ inch diameter x 30 inch rebar with a 2 inch diameter aluminum cap stamped "ODOT R/W & KS Assocs, Inc."

Horizontal control for this survey was provided by ODOT. The basis of bearings for this survey is Ohio State Plane, North Zone NAD83(CORS96) Grid North based on GPS observations.

The stations referred to herein are from the centerline of right-of-way and construction of Tillotson Street and Midway Boulevard as found on ODOT Right-of-Way Plan LOR-57-19.42.

The above described area is contained within Lorain County Permanent Parcel Number 06-24-031-107-027. ~~Parcel 2 (8.6658 Acre Parcel)~~

This description was prepared and reviewed under the supervision of Trevor A. Bixler, P.S. 7730 from a survey performed by KS Associates, Inc. in September, 2008.

~~Intending to survey 30.0129 Acres, 06-24-031-107-035 and 06-24-030-001-123
Parcel 2 (8.6658 Acre Parcel)~~

Situated in the City of Elyria, County of Lorain, State of Ohio, being known as part of Original Elyria Township Lot No. 30, West of Black River, and more definitely described as follows:

Beginning at an iron pin found set in the southerly line of Original Lot No. 30 at a point North 90° 00' 00" West, a distance of 2312.92 feet from the original centerline of West River Road;

Thence North 0° 04' 29" West in the westerly line of said Parcel 2, a distance of 726.30 feet to a point;

Thence South 89° 55' 31" East, a distance of 14.50 feet to a point;

Thence Southeasterly in the arc of a curve which deflects to the left, a distance of 211.81 feet to the point of tangency of said curve; said curve has a radius of 200.50 feet, a central angle of 60° 31' 43" and a chord of 202.10 feet which bears South 30° 20' 21" East;

Legal description reviewed by PPC
on 8-22-17 per ORC Section 5713.09

MIAMI 5535400.1 72496/85060

EXHIBIT B

See attached.

STAMP
ADDED
TO CAPTURE
IMAGE

STAMP
ADDED
TO CAPTURE
IMAGE

Exhibit A

SITUATED IN THE CITY OF ELYRIA, COUNTY OF LORAIN AND STATE OF OHIO AND BEING KNOWN AS PART OF ORIGINAL ELYRIA TOWNSHIP LOT NO. 30, WEST OF BLACK RIVER, AND MORE DEFINITELY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN FOUND SET IN THE SOUTHERLY LINE OF ORIGINAL LOT NO. 30 AT A POINT NORTH 80 DEGREES 00'00" WEST, A DISTANCE OF 2312.92 FEET FROM THE ORIGINAL CENTERLINE OF WEST RIVER ROAD; THENCE NORTH 0 DEGREE 04'29" WEST, A DISTANCE OF 726.30 FEET TO A POINT; SAID POINT IS THE PRINCIPAL PLACE OF BEGINNING; THENCE CONTINUING NORTH 0 DEGREE 04'29" WEST, A DISTANCE OF 209.14 FEET TO A POINT; THENCE NORTH 89 DEGREES 23'47" EAST, A DISTANCE OF 291.55 FEET TO A POINT; THENCE NORTH 29 DEGREES 23'47" EAST, A DISTANCE OF 250.81 FEET TO A POINT; THENCE NORTH 89 DEGREES 24'47" EAST, A DISTANCE OF 175.80 FEET TO A POINT; THENCE SOUTH 60 DEGREES 37'42" EAST, A DISTANCE OF 270.67 FEET TO A POINT; THENCE NORTH 29 DEGREES 23'47" EAST, A DISTANCE OF 8.05 FEET TO A POINT; THENCE SOUTH 60 DEGREES 36' 13" EAST, A DISTANCE OF 237.64 FEET TO A POINT; THENCE NORTH 89 DEGREES 52'03" EAST, A DISTANCE OF 28.17 FEET TO A POINT; THENCE SOUTH 9 DEGREES 32'36" WEST, A DISTANCE OF 68.38 FEET TO A POINT; THENCE SOUTH 59 DEGREES 9'36" WEST, A DISTANCE OF 98.06 FEET TO A POINT; THENCE SOUTH 13 DEGREES 15'24" EAST, A DISTANCE OF 43.97 FEET TO A POINT; THENCE SOUTH 25 DEGREES 31' 16" WEST, A DISTANCE OF 134.00 FEET TO A POINT; THENCE SOUTH 89 DEGREES 58'06" WEST, A DISTANCE OF 9.26 FEET TO A POINT; THENCE NORTH 19 DEGREES 46'54" WEST, A DISTANCE OF 48.26 FEET TO A POINT; THENCE SOUTH 86 DEGREES 58'06" WEST, A DISTANCE OF 54.26 FEET TO A POINT; THENCE SOUTH 39 DEGREES 04'51" WEST, A DISTANCE OF 69.46 FEET TO THE SOUTHWESTERLY CORNER OF LAND CONVEYED TO SOUTHWYCK MANOR APARTMENTS COMPANY, AS RECORDED IN VOLUME 1278, PAGE 394, EXHIBIT A, OF LORAIN COUNTY DEED RECORDS; THENCE SOUTH 41 DEGREES 46'50" WEST, A DISTANCE OF 81.22 FEET TO A POINT; THENCE SOUTH 29 DEGREES 23'47" WEST, A DISTANCE OF 122.12 FEET TO A POINT; THENCE WESTERLY IN THE ARC OF A CURVE WHICH DEFLECTS TO THE RIGHT, A DISTANCE OF 314.95 FEET TO THE POINT OF TANGENCY OF SAID CURVE; SAID CURVE HAS A RADIUS OF 200.50 FEET, A CENTRAL ANGLE OF 90 DEGREES 0'00" AND A CHORD OF 283.55 FEET WHICH BEARS SOUTH 74 DEGREES 23'46" WEST; THENCE NORTH 60 DEGREES 36' 13" WEST, A DISTANCE OF 339.21 FEET TO A POINT OF CURVATURE; THENCE IN THE ARC OF A CURVE WHICH DEFLECTS TO THE RIGHT, A DISTANCE OF 211.81 FEET TO A POINT; SAID CURVE HAS A RADIUS OF 200.50 FEET, A CENTRAL ANGLE OF 60 DEGREES 31'43" AND A CHORD OF 202.10 FEET WHICH BEARS NORTH 30 DEGREES 20'21" WEST; THENCE SOUTH 89 DEGREES 55'31" WEST, A DISTANCE OF 14.50 FEET TO THE PRINCIPAL PLACE OF BEGINNING, INTENDING TO CONVEY 12.000 ACRES OF LAND.

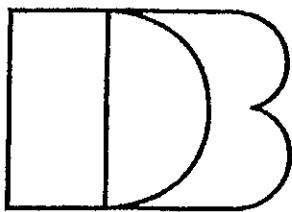
RECORDED BY
1-17-18
cc: CRC Section 5713.39

EXHIBIT C

See attached

STAMP
ADDED
TO CAPTURE
IMAGE

STAMP
ADDED
TO CAPTURE
IMAGE



**Donald Bohning
& Associates**
7979 Hub Parkway
Valley View, Ohio 44125
T 216.642.1130
F 216.642.1132

Parking Easement-Midway Mall
1.0758 acres
DGB 5336

April, 2022

LEGAL DESCRIPTION

Situated in the City of Elyria, County of Lorain, and State of Ohio, and known as being part of Original Elyria Township Lot Nos. 30 and 31, West of the Black River and bounded and described as follows:

Beginning at a point in the southerly line of said Original Lot No. 30, at its intersection with the westerly line of a parcel of land conveyed to KE Elyria, LLC by deed recorded in Instrument #2018-0658632 of Lorain County Records, said point being 2312.92 feet west of the original centerline of West River Road;

Thence North 0 degrees 04 minutes 29 seconds West along the westerly line of said land conveyed to KE Elyria, LLC, 935.44 feet to a point at its intersection with the southerly line of a parcel of land conveyed to Elyria Realty LLC, Midway CH LLC, and MIDWAY Nassim LLC by deed recorded in Instrument #2017-0641449 of Lorain County Records;

Thence North 89 degrees 23 minutes 47 seconds East along the southerly line of said land conveyed to Elyria Realty LLC, Midway CH LLC, and MIDWAY Nassim LLC, 49.86 feet to a point, and the principal place of beginning of the easement herein described;

Thence North 0 degrees 36 minutes 13 seconds West, 162.39 feet to a point;

Thence North 89 degrees 23 minutes 47 seconds East, 335.45 feet to a point in the northeasterly line of said land conveyed to Elyria Realty LLC, Midway CH LLC, and MIDWAY Nassim LLC;

Thence South 29 degrees 23 minutes 47 seconds West along the northeasterly line of said land conveyed to Elyria Realty LLC, Midway CH LLC, and MIDWAY Nassim LLC, 187.51 feet to an angle point, therein;

Thence South 89 degrees 23 minutes 47 seconds West, 241.69 feet to the principal place of beginning and containing 46,861 square feet or 1.0758 acres of land as described by Donald G. Bohning & Associates, Inc. dated August, 2021.

The courses used in this description are referenced to deed bearings recited in Instrument #2017-0641449 of Lorain County Records, and are used to indicate angles only.

Michael A. Ackerman

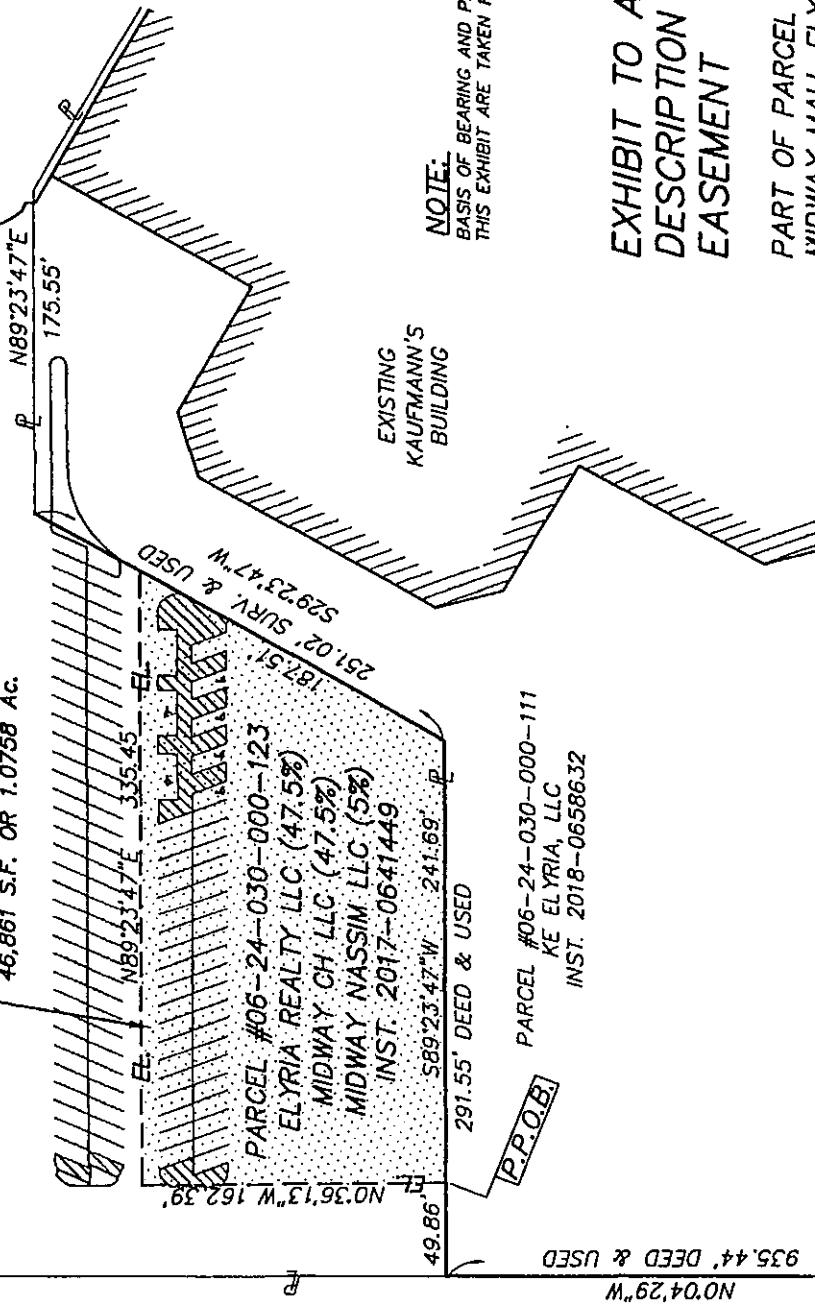
Michael A. Ackerman
Registered Surveyor No. 8196

m:\adcadd\p\5000-5499\5336\documents\legals\parking easement-april 2022-revised.docx





PROPOSED PARKING EASEMENT
46.861 S.F. OR 1.0758 Ac.



**EXHIBIT TO ACCOMPANY LEGAL
DESCRIPTION FOR PARKING
EASEMENT**

PART OF PARCEL #06-24-030-000-123
MIDWAY MALL ELYRIA, OHIO

PREPARED BY:



ORDER No. 5336
DONALD G. BOHNING & ASSOCIATES, INC.

CIVIL ENGINEERING & SURVEYING
7979 HUB PARKWAY • VALLEY VIEW, OHIO 44125
PHONE: (216) 642-1130 FAX: (216) 642-1132

GRAPHIC SCALE
0' 40' 60'
REV: 4/13/2022

2312.92' TO ORIGINAL
CENTERLINE OF WEST
RIVER ROAD DEED & USED
O.L. 30' —
O.L. 29' —
P.O.B.

935.44' DEED & USED
NO.04°29'W

EXHIBIT “B”

LEGAL DESCRIPTION: PARCEL 1 (0.9250 Acres)

Situated in the City of Elyria, County of Lorain and State of Ohio:

Known as being part of Original Elyria Township Lot No. 31 West of River Tract and being part of land conveyed to Elyria Midway Mall LLC as recorded in Instrument No. 2019-0707066 of Lorain County Records, bounded and described as follows:

Beginning at a reference point at the intersection of the centerline of the right of way and construction of State Route 57 (width varies) Station 125+52.72 and the centerline of right of way of Midway Boulevard (60 feet wide) Station 10+00.00, said point referenced by a concrete monument found 0.7' north and 0.2 west; THENCE, N 89°01'36" E, along the centerline of said Midway Boulevard (60'), a distance of 614.14 feet point; THENCE, S 00°58'24" E, a distance of 40.00 feet to a 5/8" iron pin set on the southerly line of said Midway Boulevard; Said point being the Principal Place of Beginning;

COURSES 1: THENCE, N 89°01'36" E, along said southerly line of said Midway Boulevard, a distance of 241.92 feet to a 5/8" iron pin found, said point also being the northwesterly corner of property owned by Elyria Realty, LLC and Midway Nassim, LLC as recorded in Instrument Number 2017-0641449 of Lorain County Records;

COURSE 2: THENCE, S 46°31'05" E, along said Elyria Realty, LLC and Midway Nassim, LLC property, a distance of 21.46 feet to a 5/8" iron pin found at an angle point therein;

COURSE 3: THENCE, S 00°57'11" E, along said Elyria Realty, LLC and Midway Nassim, LLC property, a distance of 125.07 feet to 5/8" iron pin found, said point being located on the northeasterly corner of property owned by the State Department of Transportation as recorded in Instrument Number 2016091311 of Lorain County Records;

COURSE 4: THENCE, S 89°01'52" W, along said State Department of Transportation property, a distance of 301.17 feet to 5/8" iron pin set;

COURSE 5: THENCE, N 00°58'24" W, a distance of 99.48 feet to a 5/8" iron pin set;

COURSE 6: THENCE, N 88°56'01" E, a distance of 44.05 feet to a 5/8" iron pin set;

COURSE 7: THENCE, N 01°03'59" W, a distance of 40.52 feet to a 5/8" to the Principal Place of Beginning and containing 0.9250 acres of land based on a survey conducted in February of 2019 by John R. Alban, Professional Surveyor 7651.

Bearings are based upon the O.D.O.T. Ohio State Plane, NAD83 (CORS96).

All pins set are 5/8" X 30" rebar with yellow cap marked "J. Alban 7651."

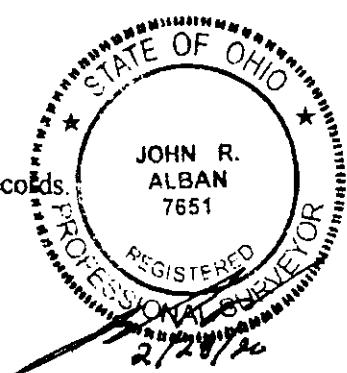
Prior deed reference: Instrument Number 2019-0707066 of Lorain County Records.

LAND PLANNING COMMITTEE
LORAIN COUNTY, OHIO

LORAIN COUNTY TAX MAP
PARCEL 06-24-031-107-040
5-12-20 RM
Legal description reviewed by RPS
S 12-25-2020

Jan 08 5-7-20

File Number: 20200760131 Page 3 of 7



LEGAL DESCRIPTION: PARCEL 3 (0.2606 Acres)

Situated in the City of Elyria, County of Lorain and State of Ohio:

Known as being part of Original Elyria Township Lot No. 31 West of River Tract and being part of land conveyed to Elyria Midway Mall LLC as recorded in Instrument No. 2019-0707066 of Lorain County Records, bounded and described as follows:

A Clark

Beginning at a reference point at the intersection of the centerline of the right of way and construction of State Route 57 (width varies) Station 125+52.72 and the centerline of right of way of Midway Boulevard (60 feet wide) Station 10+00.00, said point referenced by a concrete monument found 0.7' north and 0.2 west; THENCE, N 89°01'36" E, along the centerline of said Midway Boulevard (60'), a distance of 139.59 feet point; THENCE, S 01°45'36" E, along the easterly line of Marginal Road (60'), a distance of 281.78 feet to a 5/8" iron pin set on the westerly line of parcel number 06-24-031-107-018 owned by City of Elyria as recorded in Volume 944, Page 997 of Lorain County Records, said point being the point being the Principal Place of Beginning;

COURSES 1: along said City of Elyria property and along a curve deflection to the right having a central angle of 47°55'14", a radius of 122.16 feet, an arc of 102.17 feet and a chord which bears N 25°32'22" E, a distance of 99.22 feet to a 5/8" iron pin set;

COURSES 2: along a curve deflection to the left having a central angle of 52°10'37", a radius of 30.00 feet, an arc of 27.31 feet and a chord which bears S 20°22'25" E, a distance of 26.37 feet to a 5/8" iron pin set;

COURSES 3: THENCE, S 46°27'00" E, a distance of 61.00 feet to a 5/8" iron pin set;

COURSES 4: along a curve deflection to the left having a central angle of 20°24'21", a radius of 30.02 feet, an arc of 10.69 feet and a chord which bears S 56°40'51" E, a distance of 10.63 feet to a 5/8" iron pin set on the northerly line of parcel number 06-24-031-107-029 owned by Ohio Department of Transportation as recorded in Instrument Number 2016091311 of Lorain County Records;

COURSE 5: THENCE, along said State Department of Transportation property and along a curve deflection to the left having a central angle of 32°01'59", a radius of 325.00 feet, an arc of 93.29 feet and a chord which bears S 30°12'34" W, a distance of 179.34 feet to a P.K. Nail found;

COURSES 6: THENCE, N 89°20'09" E, along said State Department of Transportation property, a distance of 3.28 feet to a P.K. Nail found;

COURSES 7: THENCE, S 00°39'51" E, along said State Department of Transportation property, a distance of 6.00 feet to a P.K. Nail found;

COURSES 8: THENCE, S 89°20'09" W, along said State Department of Transportation property, a distance of 4.81 feet to a P.K. Nail found;

Legal description reviewed by R.P. 2020-07-20
per IBC, Section 213.3.4

S-7-20

COURSE 9: THENCE, along said State Department of Transportation property and along a curve deflection to the left having a central angle of $8^{\circ}35'24''$, a radius of 325.00 feet, an arc of 48.73 feet and a chord which bears S $08^{\circ}48'23''$ W, a distance of 48.68 feet to a P.K. Nail found on the easterly line of Marginal Road;

COURSE 10: THENCE, along the easterly line of said Marginal Road, N $01^{\circ}45'36''$ W, a distance of 192.27 feet to the Principal Place of Beginning and containing 0.2606 acres of land based on a survey conducted in February of 2019 by John R. Alban, Professional Surveyor 7651.

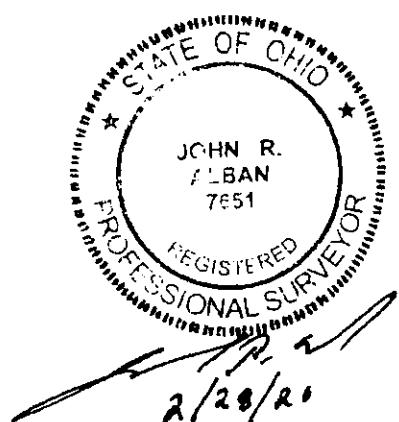
Bearings are based upon the O.D.O.T. Ohio State Plane, NAD83 (CORS96).

All pins set are 5/8" X 30" rebar with yellow cap marked "J. Alban 7651."

Prior deed reference: Instrument Number 2019-0707066 of Lorain County Records.

Legal description reviewed by RPBZ
on 5-12-20 per ORC Section 5749.16

LORAIN COUNTY TAX MAP DIST.
PRIM. 06-24-031-107-041



APPROVED BY PLANNING COMMISSION
CITY OF ELYRIA, OH
5-7-20
NOT REQUIRED

LEGAL DESCRIPTION: PARCEL 4 (15.4473 Acres)

Situated in the City of Elyria, County of Lorain and State of Ohio;
Known as being part of Original Elyria Township Lot Nos. 30 and 31 West of River
Tract and being part of land conveyed to Elyria Midway Mall LLC as recorded in
Instrument No. 2019-0707066 of Lorain County Records, bounded and described as
follows:

40 acre

Beginning at a reference point at the intersection of the centerline of the right of way and
construction of State Route 57 (width varies) Station 125+52.72 and the centerline of
right of way of Midway Boulevard (60 feet wide) Station 10+00.00, said point referenced
by a concrete monument found 0.7' north and 0.2 west; THENCE, N 89°01'36" E, along
the centerline of said Midway Boulevard (60'), a distance of 139.59 feet point; THENCE
S 01°45'36" E, along the easterly line of Marginal Road (60'), a distance of 614.87 feet
to an angle point therein; THENCE, S 01°09'41" W, a distance of 334.54 feet a 5/8" iron
pin found on parcel number 06-24-031-107-029 owned by the State Department of
Transportation as recorded in Instrument Number 2016091311 of Lorain County
Records; Said point being the Principal Place of Beginning;

COURSES 1: THENCE, N 20°24'37" E, along said State Department of Transportation
property, a distance of 57.69 feet to a 5/8" iron pin found;

COURSES 2: THENCE, N 53°30'30" E, along said State Department of Transportation
property, a distance of 95.97 feet to a 5/8" iron pin found;

COURSES 3: THENCE, N 38°18'29" E, along said State Department of Transportation
property, a distance of 50.00 feet to a 5/8" iron pin found;

COURSES 4: THENCE, N 51°41'31" W, along said State Department of Transportation
property, a distance of 9.78 feet to a 5/8" iron pin found at a point of curvature;

COURSE 5: THENCE, along said State Department of Transportation property and along
a curve deflection to the right having a central angle of 50°43'16", a radius of 175.00
feet, an arc of 154.92 feet and a chord which bears N 26°19'50" W, a distance of 149.91
feet to a P.K. Nail found;

COURSES 6: THENCE, N 00°58'10" W, along said State Department of Transportation
property, a distance of 154.23 feet to a P.K. Nail found at a point of curvature;

COURSE 7: THENCE, along said State Department of Transportation property and along
a curve deflection to the right having a central angle of 90°00'02", a radius of 275.00
feet, an arc of 431.97 feet and a chord which bears N 44°01'50" E, a distance of 388.91
feet to a P.K. Nail found;

COURSES 8: THENCE, N 89°01'50" E, along said State Department of Transportation
property, a distance of 401.69 feet to a 5/8" iron pin found on the westerly line of parcel

Legal description reviewed by *RPTM*
on 5/12/20 per ORC, Section 5713.02

number 06-24-031-107-035 owned by Elyria Realty, LLC and Midway Nassim, LLC as recorded in Instrument number 201706414449 of Lorain County Records;

COURSE 9: THENCE, S $00^{\circ}57'11''$ E, along said Elyria Realty, LLC and Midway Nassim, LLC property, a distance of 104.95 feet to a 5/8" iron pin set at an angle point therein;

COURSE 10: THENCE, S $88^{\circ}56'39''$ W, along said Elyria Realty, LLC and Midway Nassim, LLC property, a distance of 38.49 feet to a 5/8" iron pin set at an angle point therein;

COURSE 11: THENCE, S $01^{\circ}03'21''$ E, along said Elyria Realty, LLC and Midway Nassim, LLC property, a distance of 773.00 feet to a 5/8" iron pin set at an angle point therein;

COURSE 12: THENCE, N $88^{\circ}56'39''$ E, along said Elyria Realty, LLC and Midway Nassim, LLC property, a distance of 42.00 feet to a 5/8" iron pin set at an angle point therein;

COURSE 13: THENCE, S $01^{\circ}03'21''$ E, along said Elyria Realty, LLC and Midway Nassim, LLC property, a distance of 208.00 feet to a 5/8" iron pin set at an angle point therein;

COURSE 14: THENCE, S $88^{\circ}56'39''$ W, along said Elyria Realty, LLC and Midway Nassim, LLC property, a distance of 139.71 feet to a 5/8" iron pin found;

COURSE 15: THENCE, N $01^{\circ}38'10''$ E, a distance of 61.48 feet to a 5/8" iron pin found at the northeasterly corner of parcel number 06-24-030-000-053 owned by Elyria Community Improvement Corp. as recorded in Instrument number 20140530316 of Lorain County Records;

COURSE 16: THENCE, S $89^{\circ}24'38''$ W, along said Elyria Community Improvement Corp. property, a distance of 614.98 feet to a 5/8" iron pin found on the easterly line of said Marginal Road;

COURSE 17: THENCE, along the easterly line of said Marginal Road, N $01^{\circ}09'41''$ E, a distance of 301.80 feet to the Principal Place of Beginning and containing 15.4473 acres of land, of which 9.2653 acres are located in Original Elyria Township Lot No. 30 and 6.1823 acres are located in Original Elyria Township Lot No. 31, based on a survey conducted in February of 2019 by John R. Alban, Professional Surveyor 7651.

Bearings are based upon the O.D.O.T. Ohio State Plane, NAD83 (CORS96)

All pins set are 5/8" X 30" rebar with yellow cap marked "J. Alban 7651."

Prior deed reference: Instrument Number 2019-0707066 of Lorain County Records.

LORAIN COUNTY TAX MAP DEPT.
TRIN. 06-24-030-000-135

Land description reviewed by *RP*
on 5-12-20 per ORC, Section 5713.09

LORAIN COUNTY TAX MAP DEPT.
TRIN. 06-24-031-107-042

CARDINAL HOPE EXAM CO.
36040 CARONIA CIRCLE
AVON, OH 44011

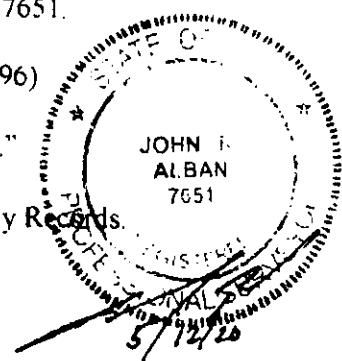


EXHIBIT "A"

PARCEL I:

SITUATED IN THE CITY OF ELYRIA, COUNTY OF LORAIN, STATE OF OHIO, BEING KNOWN AS PART OF ORIGINAL ELYRIA TOWNSHIP LOTS NOS. 30 AND 31, WEST OF BLACK RIVER, AND MORE DEFINITELY DESCRIBED AS FOLLOWS:

BEGINNING IN THE SOUTHERLY SIDELINE OF MIDWAY BLVD. AT THE NORTHEASTERLY CORNER OF PARCEL B CONVEYED TO THE HIGBEE COMPANY, AS RECORDED IN VOLUME 901, PAGE 534 OF LORAIN COUNTY DEED OF RECORDS;

THENCE SOUTH $0^{\circ} 31' 56''$ EAST IN THE EASTERLY LINE OF SAID PARCEL B, A DISTANCE OF 238.58 FEET TO A POINT; SAID POINT IS THE PRINCIPAL PLACE OF BEGINNING;

THENCE CONTINUING SOUTH $0^{\circ} 31' 56''$ EAST IN THE EASTERLY LINE OF SAID PARCEL B, A DISTANCE OF 641.18 FEET TO A POINT;

THENCE SOUTH $25^{\circ} 12' 44''$ WEST IN THE EASTERLY LINE OF SAID PARCEL B, A DISTANCE OF 479.73 FEET TO THE SOUTHEASTERLY CORNER OF SAID PARCEL B;

THENCE SOUTH $89^{\circ} 34' 01''$ WEST IN THE SOUTHERLY LINE OF PARCEL B, A DISTANCE OF 227.61 FEET TO A POINT;

THENCE SOUTH $60^{\circ} 36' 13''$ EAST, A DISTANCE OF 191.09 FEET TO A POINT;

THENCE NORTHEASTERLY IN THE ARC OF A CURVE WHICH DEFLECTS TO THE LEFT, A DISTANCE OF 155.85 FEET TO A POINT; SAID CURVE HAS A RADIUS OF 956.00 FEET, A CENTRAL ANGLE OF $9^{\circ} 20' 26''$ AND A CHORD OF 155.68 FEET WHICH BEARS NORTH $32^{\circ} 46' 06''$ EAST;

THENCE SOUTH $60^{\circ} 36' 13''$ EAST, A DISTANCE OF 44.51 FEET TO A POINT;

THENCE NORTHEASTERLY IN THE ARC OF A CURVE WHICH

Lot 1-21-10 *RPCL*
on 1-21-10 at 5713.09

EXHIBIT "A" Cont.

DEFLECTS TO THE LEFT; A DISTANCE OF 57.00 FEET TO A POINT; SAID CURVE HAS A RADIUS OF 1000.50 FEET, A CENTRAL ANGLE OF $3^{\circ} 15' 51''$ AND A CHORD OF 56.99 FEET WHICH BEARS NORTH $26^{\circ} 31' 25''$ EAST;

THENCE CONTINUING IN THE ARC OF A CURVE WHICH DEFLECTS TO THE LEFT, A DISTANCE OF 141.11 FEET TO THE POINT OF TANGENCY OF SAID CURVE; SAID CURVE HAS A RADIUS OF 1000.50 FEET, A CENTRAL ANGLE OF $8^{\circ} 04' 51''$ AND A CHORD OF 140.99 FEET WHICH BEARS NORTH $20^{\circ} 51' 04''$ EAST;

THENCE NORTH $16^{\circ} 48' 38''$ EAST, A DISTANCE OF 319.65 FEET TO A POINT;

THENCE NORTH $0^{\circ} 31' 56''$ WEST, A DISTANCE OF 496.81 FEET TO A POINT OF CURVATURE;

THENCE IN THE ARC OF A CURVE WHICH DEFLECTS TO THE LEFT, A DISTANCE OF 82.24 FEET TO A POINT IN THE EASTERLY LINE OF AFORESAID PARCEL B CONVEYED TO THE HIGBEE COMPANY AND THE PRINCIPAL PLACE OF BEGINNING; SAID CURVE HAS A RADIUS OF 124.00 FEET, A CENTRAL ANGLE OF $37^{\circ} 56' 58''$ AND A CHORD OF 80.74 FEET WHICH BEARS NORTH $19^{\circ} 31' 57''$ WEST;

ENCLOSING A PARCEL CONTAINING 0.9621 ACRE, MORE OR LESS.

PARCEL II:

Legal description of Parcel II Parcel
on 1-21-16 per OMC, Section 5713.09

SITUATED IN THE CITY OF ELYRIA, COUNTY OF LORAIN, STATE OF OHIO, BEING KNOWN AS PART OF ORIGINAL ELYRIA TOWNSHIP LOT NO. 31, WEST OF BLACK RIVER, AND MORE DEFINITELY DESCRIBED AS FOLLOWS:

BEGINNING IN THE SOUTHERLY SIDELINE OF MIDWAY BLVD. AT THE NORTHWESTERLY CORNER OF PARCEL A CONVEYED TO THE HIGBEE COMPANY, AS RECORDED IN VOLUME 901, PAGE 534 OF LORAIN COUNTY RECORDS;

THENCE SOUTH $0^{\circ} 31' 56''$ EAST IN THE WESTERLY LINE OF SAID

Legal description of Parcel II Parcel
on 1-21-16 per OMC, Section 5713.09

EXHIBIT "A" Cont.

PARCEL A, A DISTANCE OF 191.00 FEET TO A POINT; SAID POINT IS THE PRINCIPAL PLACE OF BEGINNING;

THENCE CONTINUING SOUTH $0^{\circ} 31' 56''$ EAST IN THE WESTERLY LINE OF SAID PARCEL A, A DISTANCE OF 209.00 FEET TO A POINT;

THENCE SOUTH $89^{\circ} 28' 04''$ WEST, A DISTANCE OF 82.55 FEET TO A POINT;

THENCE NORTH $0^{\circ} 31' 56''$ WEST, A DISTANCE OF 209.00 FEET TO A POINT;

THENCE NORTH $89^{\circ} 28' 04''$ EAST, A DISTANCE OF 82.55 FEET TO THE PRINCIPAL PLACE OF BEGINNING,

ENCLOSING A PARCEL CONTAINING 0.3961 ACRE, MORE OR LESS.

PARCEL III:

Legal description _____ *RACM*
on 1-21-10 per ORC Section 5713.09

SITUATED IN THE CITY OF ELYRIA, COUNTY OF LORAIN, AND STATE OF OHIO, BEING KNOWN AS PART OF ORIGINAL LOTS NO. 30 AND NO. 31, WEST OF BLACK RIVER IN ELYRIA TOWNSHIP, NOW IN ELYRIA CITY, AND MORE DEFINITELY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST SIDE LINE OF OHIO STATE ROUTE NO. 57 AND THE SOUTH LINE OF A 10 FOOT WIDE PARCEL OF LAND IMMEDIATELY SOUTH OF 50TH AVENUE IN LEONA HEIGHTS ALLOTMENT. SAID 10 FOOT WIDE PARCEL OF LAND WAS CONVEYED TO THE CITY OF ELYRIA FOR HIGHWAY PURPOSES,

THENCE NORTH $88^{\circ} 56' 39''$ EAST IN THE SOUTH LINE OF THE 10 FOOT WIDE PARCEL OF LAND A DISTANCE OF 1,596.43 FEET TO A POINT. SAID POINT IS THE PRINCIPAL PLACE OF BEGINNING.

THENCE CONTINUING NORTH $88^{\circ} 56' 39''$ EAST IN THE SOUTH LINE OF SAID 10 FOOT WIDE PARCEL OF LAND A DISTANCE OF 510.00 FEET TO A POINT.

THENCE SOUTH $1^{\circ} 03' 21''$ EAST A DISTANCE OF 880.43 FEET TO A

Legal description _____ *RACM*
on 1-21-10 per ORC Section 5713.09

EXHIBIT "A" Cont.

POINT.

THENCE SOUTH $24^{\circ} 58' 09''$ WEST A DISTANCE OF 479.14 FEET TO A POINT.

THENCE SOUTH $88^{\circ} 56' 39''$ WEST A DISTANCE OF 561.19 FEET TO A POINT.

THENCE NORTH $1^{\circ} 03' 21''$ WEST A DISTANCE OF 23.32 FEET TO A POINT.

THENCE NORTH $89^{\circ} 24' 38''$ EAST A DISTANCE OF 261.43 FEET TO A POINT.

THENCE NORTH $1^{\circ} 03' 21''$ WEST A DISTANCE OF 1,289.81 FEET TO THE PRINCIPAL PLACE OF BEGINNING, ENCLOSING A PARCEL OF LAND CONTAINING 14.9541 ACRES OF WHICH 6.9931 ACRES IS IN ORIGINAL LOT NO. 30, AND 7.961 ACRES IS IN ORIGINAL LOT NO. 31. TRACT WEST OF BLACK RIVER IN ELYRIA TOWNSHIP, NOW ELYRIA CITY, AS SURVEYED BY RAY E. HOLLIS, REGISTERED ENGINEER AND SURVEYOR, NOVEMBER, 1964.

PARCEL IV:

Legal description _____ *RCM*
on 1-21-16 *per 30-8, Section 5713.09*

SITUATED IN THE CITY OF ELYRIA, COUNTY OF LORAIN, AND STATE OF OHIO. BEING KNOWN AS PART OF ORIGINAL LOT NO. 30 AND NO. 31, WEST OF BLACK RIVER, IN ELYRIA TOWNSHIP, NOW IN ELYRIA CITY AND MORE DEFINITELY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF OHIO STATE ROUTE NO. 57 AND THE SOUTH LINE OF A PARCEL OF LAND 10 FEET WIDE IMMEDIATELY SOUTH OF 50TH AVENUE IN LEONA HEIGHTS ALLOTMENT, AS RECENTLY CONVEYED TO THE CITY OF ELYRIA. FOR HIGHWAY PURPOSES.

THENCE NORTH $88^{\circ} 56' 39''$ EAST IN THE SOUTH LINE OF SAID 10 FOOT PARCEL OF LAND, A DISTANCE OF 1,498.00 FEET TO A POINT, SAID POINT IS THE PRINCIPAL PLACE OF BEGINNING.

UPDATE LEGAL BEFORE NEXT TRANSFER

2 Legals 1 Parcel No.
06-24-031-107-026
TRANSFER / ENGINEERS DEPT. *RCM*

1-21-16

REINHARDT & ASSOC INC
4365 LAKE ROAD
SHEFFIELD LAKE, OH 44054

EXHIBIT "A" Cont.

THENCE NORTH 88° 56' 39" EAST IN THE SOUTH LINE OF SAID 10 FOOT PARCEL OF LAND, A DISTANCE OF 1,498.00 FEET TO A POINT, SAID POINT IS THE PRINCIPAL PLACE OF BEGINNING.

THENCE SOUTH 1° 03' 21" EAST A DISTANCE OF 400.00 FEET TO A POINT.

THENCE NORTH 88° 56' 39" EAST A DISTANCE OF 47.00 FEET TO A POINT.

THENCE SOUTH 1° 03' 21" EAST A DISTANCE OF 661.00 FEET TO A POINT.

THENCE SOUTH 88° 56' 39" WEST A DISTANCE OF 210.00 FEET TO A POINT.

THENCE SOUTH 1° 03' 21" EAST A DISTANCE OF 226.68 FEET TO A POINT.

THENCE NORTH 89° 24' 38" EAST A DISTANCE OF 261.43 FEET TO A POINT.

THENCE NORTH 1° 03' 21" WEST A DISTANCE OF 1,289.81 FEET TO A POINT, SAID POINT IS IN THE SOUTH LINE OF A 10 FOOT WIDE PARCEL OF LAND RECENTLY CONVEYED TO THE CITY OF ELYRIA FOR HIGHWAY PURPOSES.

THENCE SOUTH 88° 56' 39" WEST A DISTANCE OF 98.43 FEET TO A POINT, SAID POINT IS THE PRINCIPAL PLACE OF BEGINNING, ENCLOSING A PARCEL OF LAND CONTAINING 3.0648 ACRES OF WHICH 1.5660 ACRES IS ON ORIGINAL LOT NO. 31 AND 1.4988 ACRES IS IN ORIGINAL LOT 30, AS SURVEYED BY RAY E. HOLLIS, REGISTERED ENGINEER AND SURVEYORS.

EXCEPTING THEREFROM PART OF A 1.3582 ACRES OF LAND AS CONVEYED TO ELYRIA JOINT VENTURE BY DEED RECORDED 12/14/90 IN LORAIN COUNTY OFFICIAL RECORD VOLUME 353, PAGE 623, LORAIN COUNTY RECORDS. INTENDING TO CONVEY 1.87 ACRES.

File Number: 20160572972 Page 7 of 7

PL 06-24-031-107-037

Legal: _____
on 8/10/16 for \$15.00

EXHIBIT A

LEGAL DESCRIPTION: CONSOLIDATED PARCEL (1.2372 Acres)

Situated in the City of Elyria, County of Lorain and State of Ohio: **Block**
Known as being part of Original Elyria Township Lot No. 31 West of River Tract and
being part of land conveyed to Elyria Midway Mall LLC as recorded in Instrument No.
2019-0707066 of Lorain County Records. bounded and described as follows:

Beginning at a reference point at the intersection of the centerline of the right of way and
construction of State Route 57 (width varies) Station 125+52.72 and the centerline of
right of way of Midway Boulevard (60 feet wide) Station 10+00.00, said point referenced
by a concrete monument found 0.7' north and 0.2 west; THENCE, N 89°01'36" E. along
the centerline of said Midway Boulevard (60'), a distance of 373.06 feet point: THENCE,
S 00°58'24" E. a distance of 40.00 feet a 5/8" iron pin set on the southerly line of said
Midway Boulevard: Said point being the Principal Place of Beginning:

COURSE 1: THENCE, N 89°01'36" E. along the southerly line of said Midway
Boulevard. a distance of 241.08 feet to a 5/8" iron pin set:

COURSE 2: THENCE, S 01°03'59" E. a distance of 40.52 feet to a 5/8" iron pin set:

COURSE 3: THENCE, S 88°56'01" W. a distance of 44.05 feet to a 5/8" iron pin set:

COURSES 4: THENCE, S 00°58'24" E. a distance of 99.48 feet to a 5/8" iron pin set the
northerly line of parcel number 06-24-031-107-029 owned by the State Department of
Transportation as recorded in Instrument Number 2016091311 of Lorain County
Records:

COURSE 5: THENCE. S 89°01'52" W. along said State Department of Transportation
property. a distance of 100.53 feet to P.K. Nail found a point of curvature:

COURSE 6: THENCE. along said State Department of Transportation property and along
a curve deflection to the left having a central angle of 42°48'17", a radius of 325.00 feet.
an arc of 242.80 feet and a chord which bears S 67°37'42" W. a distance of 237.19 feet to
a P.K. Nail set:

COURSE 7: THENCE. along a curve deflection to the left having a central angle of
20°24'21", a radius of 30.02 feet. an arc of 10.69 feet and a chord which bears
N56°40'51" W. a distance of 10.63 feet to a 5/8" iron pin set:

COURSE 8: THENCE, N 46°27'02" W. a distance of 61.00 feet to 5/8" iron pin set a
point of curvature:

COURSE 9: THENCE. along a curve deflection to the right having a central angle of
52°10'37". a radius of 30.00 feet. an arc of 27.31 feet and a chord which bears
N20°22'25" W. a distance of 26.37 feet to a 5/8" iron pin set on the southeasterly line of

Legal Description Approved **RPTB7**
on 5-14-20 per DRP Surveyor 5-14-20

{03148550 -3}

parcel number 06-24-031-107-018 owned by City of Elyria as recorded in Volume 944, Page 997 of Lorain County Records:

COURSE 10: THENCE, along said City of Elyria property and along a curve deflection to the right having a central angle of $3^{\circ}33'43''$, a radius of 122.16 feet, an arc of 7.59 feet and a chord which bears N $51^{\circ}16'51''$ E, a distance of 7.59 feet to a 5/8" iron pin set at a point of curvature:

COURSE 11: THENCE, along a curve deflection to the right having a central angle of $18^{\circ}05'17''$, a radius of 30.11 feet, an arc of 9.51 feet and a chord which bears N $14^{\circ}07'12''$ E, a distance of 9.47 feet to a 5/8" iron pin set;

COURSE 12: THENCE, along a curve deflection to the left having a central angle of $18^{\circ}58'19''$, a radius of 178.70 feet, an arc of 59.17 feet and a chord which bears N $48^{\circ}21'44''$ E, a distance of 58.90 feet to a 5/8" iron pin set;

COURSE 13: THENCE, N $38^{\circ}49'11''$ E, a distance of 131.19 feet to 5/8" iron pin set on the southerly line of said Midway Boulevard:

COURSE 14: THENCE, $89^{\circ}01'36''$ W, a distance of 2.39 feet to 5/8" iron pin set on the southerly line of said Midway Boulevard:

COURSE 15: THENCE, S $34^{\circ}57'36''$ W, a distance of 4.74 feet to 5/8" iron pin found on the southerly line of said Midway Boulevard:

COURSE 16: THENCE, N $84^{\circ}30'54''$ E, a distance of 48.74 feet to the Principal Place of Beginning and containing 1.2372 acres of land based on a survey conducted in February of 2019 by John R. Alban, Professional Surveyor 7651.

Bearings are based upon the O.D.O.T. Ohio State Plane, NAD83 (CORS96).

All pins set are 5/8" X 30" rebar with yellow cap marked "J. Alban 7651."

Prior deed reference: Instrument Number 2019-0707066 of Lorain County Records.

Legal description reviewed by PPM
on 5-14-20 per ORC Section 5713.02

CARDINAL HOPE EXAM CO.
36040 CARONIA CIRCLE
AVON, OH 44011

{03148550-3}

EXHIBIT A

LEGAL DESCRIPTION

1 of 9

Parcel 1 (30.4558 acrea Parcel)

Situated in the City of Elyria, County of Lorain, State of Ohio, being known as part of Original Elyria Township Lots Nos. 30 and 31, West of the Black River and more definitely described as follows:

Beginning in the southerly sideline of Midway Blvd. at the northeasterly corner of land conveyed to Sears, Roebuck and Company, as recorded in Volume 901, Page 526 of Lorain County Deed Records;

Thence North 89° 28' 04" East in the southerly sideline of Midway Blvd., a distance of 704.00 feet to the northwesterly corner of Parcel A conveyed to The Higbee Company, as recorded in Volume 901, Page 534 of Lorain County Deed Records;

Thence South 0° 31' 56" East in the westerly line of Parcel A, a distance of 191.00 feet to a point;

Thence South 89° 28' 04" West, a distance of 82.55 feet to a point;

Thence South 0° 31' 56" East, a distance of 209.00 feet to a point;

Thence North 89° 28' 04" East, a distance of 132.22 feet to a point;

Thence South 0° 31' 56" East, a distance of 202.00 feet to a point;

Thence South 89° 28' 04" West, a distance of 0.16 feet to a point;

Thence South 0° 31' 56" East, a distance of 129.00 feet to a point;

Thence South 89° 28' 04" West, a distance of 0.17 feet to a point;

Thence South 0° 31' 56" East, a distance of 47.50 feet to a point;

Thence North 89° 28' 04" East, a distance of 0.16 feet to a point;

Thence South 0° 31' 56" East, a distance of 462.19 feet to a point;

Thence South 60° 36' 13" East, a distance of 332.96 feet to a point;

Thence Northeasterly in the arc of a curve which deflects to the left, a distance of 155.85 feet to a point; said curve has a radius of 956.00 feet, a central angle of 9° 20' 26" and a chord of 155.68

Legal description reviewed by APLZ
on 8-22-17 per ORC Section 5713.09

feet which bears North 32° 46' 06" East;

Thence South 60° 36' 13" East, a distance of 44.51 feet to a point;

Thence Northcasterly in the arc of a curve which deflects to the left, a distance of 57.00 feet to a point; said curve has a radius of 1000.50 feet, a central angle of 3° 15' 51" and a chord of 56.99 feet which bears North 26° 31' 25" East;

Thence South 45° 0' 0" East, a distance of 59.92 feet to a point;

Thence North 89° 52' 04" East, a distance of 146.78 feet to a point of curvature;

Thence in the arc of a curve which deflects to the left, a distance of 137.60 feet to the point of tangency of said curve; said curve has a radius of 500.00 feet, a central angle 15° 46' 06" and a chord of 137.17 feet which bears North 81° 59' 01" East;

Thence North 74° 05' 57" East, a distance of 178.44 feet to a point;

Thence North 29° 05' 57" East, a distance of 35.36 feet to a point in the westerly sideline of West River Road; said point being also the most northerly corner of Parcel 1 conveyed to Elyria Joint Venture, as recorded in Volume 197, Page 598 of Lorain County Official Records;

Thence South 15° 54' 03" East, in the westerly sideline of West River Road, a distance of 120.29 feet to a point;

Thence Westerly in the arc of a curve which deflects to the left, a distance of 43.33 feet to the point of tangency of said curve; said curve has a radius of 41.00 feet, a central angle of 60° 32' 58" and a chord of 41.34 feet which bears North 75° 42' 32" West;

Thence South 74° 05' 57" West, a distance of 167.71 feet to a point of curvature;

Thence in the arc of a curve which deflects to the right, a distance of 158.37 feet to the point of tangency of said curve; said curve has a radius of 574.50 feet, a central angle of 15° 47' 41" and a chord of 157.87 feet which bears South 81° 59' 45" West;

Thence South 89° 52' 03" West, a distance of 235.83 feet to a point of curvature;

Thence in the arc of a curve which deflects to the left, a distance of 29.65 feet to the point of reverse curve; said curve has a radius 30.00 feet; a central angle 56° 37' 55" and a chord of 28.46 feet which bears South 61° 33' 20" West;

Thence in the arc of a curve which deflects to the right, a distance of 149.81 feet to the point of tangency of said curve; said curve has a radius of 1000.50 feet, a central angle of 8° 34' 45" and a chord of 149.67 feet which bears South 37° 31' 59" West;

Legal description reviewed by PERM
on 8-22-17 per ORC Section 5713.09

MIAMI 5535400.1 72496/85060

Thence South $41^{\circ} 49' 22''$ West, a distance of 230.54 feet to a point;

Thence North $60^{\circ} 36' 13''$ West, a distance of 223.39 feet to a point;

Thence South $29^{\circ} 23' 47''$ West, a distance of 8.05 feet to a point;

Thence North $60^{\circ} 37' 42''$ West, a distance of 270.67 feet to a point;

Thence South $89^{\circ} 23' 47''$ West, a distance of 175.55 feet to a point;

Thence South $29^{\circ} 23' 47''$ West, a distance of 251.02 feet to a point;

Thence South $89^{\circ} 23' 47''$ West, a distance of 291.55 feet to a point in the easterly line of land conveyed to Philip C. Margolius as recorded in Volume 1094, Page 593 of Lorain County Deed Records;

Thence North $0^{\circ} 04' 29''$ West in Margolius' easterly line and in the easterly line of Parcel 1 conveyed to ViCorp Specialty Restaurants, Inc., as recorded in Volume 1337, Page 262 of Lorain County Deed Records, a distance of 335.32 feet to an angle point;

Thence North $89^{\circ} 34' 01''$ East in the southerly line of Parcel 1, a distance of 15.00 feet to a point;

Thence North $1^{\circ} 35' 01''$ East in the easterly line of Parcel 1, a distance of 28.74 feet to a point in the southerly line of land conveyed to Sears, Roebuck and Company, as recorded in Volume 901, Page 526 of Lorain County Deed Records;

Thence North $89^{\circ} 28' 04''$ East in Sears, Roebuck and Company's southerly line, a distance of 137.42 feet to the southeasterly corner thereto;

Thence North $0^{\circ} 31' 56''$ West in Sears, Roebuck and Company's easterly line, a distance of 208.00 feet to an angle point;

Thence South $89^{\circ} 28' 04''$ West in Sears, Roebuck and Company's northerly line, a distance of 42.00 feet to a point;

Thence North $0^{\circ} 31' 56''$ West in Sears, Roebuck & Company's easterly line, a distance of 773.00 feet to angle point;

Thence North $89^{\circ} 28' 04''$ East in Sears, Roebuck and Company's southerly line, a distance of 39.00 feet to an angle point;

Thence North $0^{\circ} 31' 56''$ West in Sears, Roebuck and Company's easterly line, a distance of 300.00 feet to a point in the southerly sideline of Midway Blvd. and the place of beginning;

Legal description reviewed by RPC
on 8-22-17 per ORC Section 5713.09

MIAMI 5535400.1 72496/85060

Enclosing a parcel containing 30.4558 acres

EXCEPTING THEREFROM the following described parcel of land which was conveyed pursuant to a Judgment Entry on Settlement and Partial Default pursuant to Case No. 14CV182324 of Lorain County Court of Common Pleas, and which was recorded on October 9, 2014 as Document No. 2014-0521662 of Lorain County Records:

Situated in the City of Elyria, County of Lorain and State of Ohio, and known as being part of Original Elyria Township Lot 31 West of Black River tract. Also being part of the land conveyed to Centro Midway LLC as recorded in Instrument No. 20060150356 of the Lorain County Records and being a parcel of land lying on the right side of the centerline of right-of-way and construction of Midway Boulevard (60 feet wide), on the right and left side of the centerline of right of way and construction of Tillotson Street (width varies) and on the right and left side of the centerline of right of way and construction of Midway mall Frontage Road (width varies), being more definitely described as follows:

Commencing for reference at a point at the intersection of the centerline of right of way and construction of State Road 57 (width varies) Station 12S+52.72 and the centerline of right of way of Midway Boulevard (60 feet wide) Station 10+00.00, said point being referenced by a concrete monument found North 19 degrees, 20 minutes, 01 second West, 0.77 feet;

~~Intermetting survey station.~~

~~Point of intersection 10+00.00 S 19° 20' 01" W 0.77 ft.~~

Thence, along the centerline of right of way of Midway Boulevard, North 89 degrees 01 minutes 39 seconds East, 871.36 feet to a point in the centerline of right of Midway Boulevard Station 18+71.36;

Thence leaving the centerline of right of way of Midway Boulevard; South 00 degrees 58 minutes 21 seconds East, 35.00 feet to a point in the southerly right of way of Midway Boulevard and the True Point of Beginning for the parcel herein described, said point being at the northeasterly corner of land conveyed to Sears, Roebuck and Co. as recorded in Deed Volume 901, Page 526 of the Lorain County Records and being 35.00 feet right of centerline of right of way of Midway Boulevard Station 18+71.36 and 30.00 feet right of centerline of construction of Midway Boulevard Station 18+71.29 and being referenced by a drill hole found North 00 degrees 25 minutes 49 seconds West, 0.03 feet;

1) Thence along the southerly right of way of Midway Boulevard, North 89 degrees 01 minutes 39 seconds East, 119.83 to an iron pin set at 35.00 feet right of centerline of right of way of Midway Boulevard Station 19+91.19 and 30.00 feet right of centerline of construction of Midway Boulevard Station 19+91.19;

2) Thence, leaving the southerly right of way of Midway Boulevard, South 50 degrees 55

Legal description reviewed by R.P.S.S.
on 8-22-17 per ORC Section 5713.09

MIAMI 5535400.1 72496/85060

minutes 18 seconds West, 27.74 feet to an iron pin set at 47.12 feet right of centerline of construction of Midway Boulevard Station 19+69.29 and 38.02 feet right of centerline of right of way and construction of Tillotson Street Station 6+21.71;

3) Thence, South 00 degrees 58 seconds East, 177.83 feet to an iron pin set at 35.60 feet right of centerline of right of way and construction of Tillotson Street Station 4+43.89;

4) Thence, South 89 degrees 01 minutes 39 seconds West, 98.00 feet to an iron pin set in the easterly line of said land conveyed to Sears, Roebuck and Co. at 62.39 feet left of centerline of right of way and construction of Tillotson Street Station 4+45.23;

5) Thence, along Sears, Roebuck and Co.'s easterly line, North 00 degrees 58 minutes 29 seconds West, 194.95 feet to the point of beginning and enclosing an area of 0.4429 acres more or less.

The iron pins set are $\frac{1}{4}$ inch diameter x 30 inch rebar with a 2 inch diameter aluminum cap stamped "ODOT R/W & KS Assocs, Inc."

Horizontal control for this survey was provided by ODOT. The basis of bearings for this survey is Ohio State Plane, North Zone NAD83(CORS96) Grid North based on GPS observations.

The stations referred to herein are from the centerline of right-of-way and construction of Tillotson Street and Midway Boulevard as found on ODOT Right-of-Way Plan LOR-57-19.42.

The above described area is contained within Lorain County Permanent Parcel Number 06-24-031-107-027. ~~Parcel 2 (8.6658 Acre Parcel)~~

This description was prepared and reviewed under the supervision of Trevor A. Bixler, P.S. 7730 from a survey performed by KS Associates, Inc. in September, 2008.

~~Intending to convey 30.01/29 Acres, 06-24-031-107-035 and 06-24-030-001-023
Parcel 2 (8.6658 Acre Parcel)~~

Situated in the City of Elyria, County of Lorain, State of Ohio, being known as part of Original Elyria Township Lot No. 30, West of Black River, and more definitely described as follows:

Beginning at an iron pin found set in the southerly line of Original Lot No. 30 at a point North 90° 00' 00" West, a distance of 2312.92 feet from the original centerline of West River Road;

Thence North 0° 04' 29" West in the westerly line of said Parcel 2, a distance of 726.30 feet to a point;

Thence South 89° 55' 31" East, a distance of 14.50 feet to a point;

Thence Southeasterly in the arc of a curve which deflects to the left, a distance of 211.81 feet to the point of tangency of said curve; said curve has a radius of 200.50 feet, a central angle of 60° 31' 43" and a chord of 202.10 feet which bears South 30° 20' 21" East;

Legal description reviewed by FPC
on 8-22-17 per ORC Section 5713.09

MIAMI 5535400.1 72496/85060

Thence South 60° 36' 13" East, a distance of 339.21 feet to a point of curvature;

Thence in the arc of a curve which deflects to the left, a distance of 314.95 feet to a point; said curve has a radius of 200.50 feet, a central angle of 90° 00' 00" and a chord of 283.55 feet which bears North 74° 23' 46" East;

Thence North 29° 23' 47" East, a distance of 122.12 feet to a point;

Thence North 41° 46' 50" East, a distance of 81.22 feet to a point in the easterly line of the aforesaid Parcel No. 2 conveyed to Elyria Joint Venture;

Thence South 0° 02' 37" West in the easterly line of said Parcel 2, a distance of 628.63 feet to an iron pin found set in the southerly line of Original Lot No. 30;

Thence North 90° 0' 0" West in the southerly line of Original Lot No. 30, a distance of 797.85 feet to the place beginning;

Enclosing a parcel containing 8.6658 acres

Permanent Parcel No.: 06-24-030-000-124

Parcel 3 (5.5194 Acre Parcel)

Situated in the City Elyria, County of Lorain, State of Ohio, being known as part of Original Elyria Township Lots Nos. 30 and 31, West of Black River, and more definitely described as follows:

Beginning in the southerly sideline of Midway Blvd, at the northeasterly corner of Parcel B conveyed to The Higbee Company, as recorded in Volume 901, Page 534 of Lorain County Deed Records;

Thence South 0° 31' 56" East in the easterly line of said Parcel B, a distance of 238.58 feet to a point;

Thence Southeasterly in the arc of a curve which deflects to the right, a distance of 82.24 feet to the point of tangency of said curve; said curve has a radius of 124.00 feet, a central angle of 37° 59' 58" and a chord of 80.74 feet which bears South 19° 31' 57" East;

Thence South 0° 31' 56" East, a distance of 496.81 feet to a point;

Thence South 16° 48' 38" West, a distance of 71.28 feet to a point;

Thence North 89° 44' 57" East, a distance of 156.46 feet to a point;

Thence South 15° 06' 57" West, a distance of 2.25 feet to a point;

Legal description reviewed by RPW
on 8-22-17 per ORC Section 5713.09

MIAMI 5535400.1 72496/85060

Thence South $86^{\circ} 19' 14''$ East, a distance of 106.22 feet to a point in the westerly sideline of West River Road;

The following seven (7) courses are in the westerly sideline of West River Road;

Thence North $0^{\circ} 18' 35''$ West, a distance of 30.00 feet to a point;

Thence North $27^{\circ} 04' 23''$ East, a distance of 61.53 feet to a point;

Thence Northerly in the arc of a curve which deflects to the right, a distance of 146.24 feet to a point; said curve has a radius of 1191.92 feet, a central angle of $7^{\circ} 01' 48''$ and a chord of 146.15 feet which bears North $5^{\circ} 38' 42''$ West;

Thence North $1^{\circ} 13' 02''$ East, a distance of 486.64 feet to a point;

Thence North $88^{\circ} 46' 58''$ West, a distance of 2.00 feet to a point;

Thence North $1^{\circ} 13' 02''$ East, a distance of 169.04 feet to a point;

Thence North $44^{\circ} 46' 42''$ West, a distance of 6.96 feet to a point in the southerly sideline of Midway Blvd.;

Thence South $89^{\circ} 28' 04''$ West in the southerly sideline of Midway Blvd., a distance of 295.58 feet to the place of beginning;

Enclosing a parcel containing 5.5194 acres

Permanent Parcel Nos.: 06-24-031-107-028 and 06-24-030-000-125

Parcel 4 (1.6818 Acre Parcel) (formerly Parcel 4A)

Situated in the City Elyria, County of Lorain, State of Ohio, being known as part of Original Elyria Township Lot No. 30, West of the Black River and more definitely described as follows:

Beginning at the intersection of the original centerline of West River and the line between Original Elyria Township Lot Nos. 30 and 31 West of Black River;

Thence South $1^{\circ} 13' 02''$ West in the original centerline of West River Road, a distance of 8.70 feet to an angle point therein;

Thence South $15^{\circ} 54' 03''$ East in the original centerline of West River Road, a distance of 869.34 feet to the southeasterly corner of Parcel No. 5 as conveyed to Elyria Joint Venture as recorded in Volume 1108, Page 278 of Lorain County Deed Records;

Legal description reviewed by APC
on 8-22-17 per ORC Section 5713.09

MIAMI 5535400.1 72496/85060

Thence South $89^{\circ} 52' 03''$ West in the southerly line of said Parcel No. 5, a distance of 68.61 feet to an iron pin set in the westerly sideline of West River Road; said point is the principal place of beginning;

Thence continuing South $89^{\circ} 52' 03''$ West in the southerly line of said Parcel No. 5 and the northerly line of land conveyed to Lone Star Steakhouse and Saloon of Ohio, Inc. as recorded in Volume 1205, Page 555 of Lorain County Official Records, a distance of 396.00 feet to an iron pin set;

Thence North $0^{\circ} 07' 56''$ West in the easterly line of Lone Star Steakhouse and Saloon of Ohio, Inc. a distance of 166.62 feet to a drill hole set;

Thence in the arc of a curve which deflects to the left, a distance of 133.57 feet to a drill hole set at a point of tangency; said curve has a radius of 574.50 feet, a central angle of $13^{\circ} 19' 17''$ and a chord of 133.27 feet which bears North $80^{\circ} 45' 41''$ East;

Thence North $74^{\circ} 05' 57''$ East, a distance of 167.71 feet to a drill hole set at a point of curvature;

Thence in the arc of a curve which deflects to the right, a distance of 43.33 feet to an iron pin set in the westerly sideline of West River Road; said curve has a radius of 41.00 feet, a central angle of $60^{\circ} 32' 58''$, and a chord of 41.34 feet which bears South $75^{\circ} 42' 32''$ East;

Thence South $15^{\circ} 54' 03''$ East in the westerly sideline of West River Road, a distance of 231.71 feet to the principal place of beginning;

Enclosing a parcel containing 1.6818 acre.

Permanent Parcel No.: 06-24-030-000-126

Parcel 5 (1.2000 Acre Parcel)

Situated in the City of Elyria, County of Lorain, State of Ohio, being known as part of Original Elyria Township Lot No. 30, West of Black River, and more definitely described as follows:

Beginning in the westerly line of land conveyed to The Lorain County Savings & Trust Company, as recorded in Volume 1111, Page 315 of Lorain County Deed Records at the southwesterly corner of Parcel 2 conveyed to Elyria Joint Venture, as recorded in Volume 197, Page 598 of Lorain County Official Records;

Thence North $15^{\circ} 06' 57''$ East in the westerly line of said Parcel 2, a distance of 2.25 feet to the northwesterly corner of said Parcel 2;

Thence South $89^{\circ} 44' 57''$ West, a distance of 156.46 feet to a point;

Thence South $16^{\circ} 48' 38''$ West, a distance of 248.37 feet to a point of curvature;

Legal description reviewed by RC
on 8-22-17 per ORC Section 5713.09

MIAMI 5535400.1 72496/85060

Thence in the arc of a curve which deflects to the right, a distance of 141.11 feet to a point; said curve has a radius of 1000.50 feet, a central angle of $8^{\circ} 04' 51''$ and a chord of 140.99 feet which bears South $20^{\circ} 51' 04''$ West;

Thence South $45^{\circ} 0' 0''$ East, a distance of 59.92 feet to the southwesterly corner of land conveyed to The Lorain County Savings & Trust Company, recorded as aforesaid;

The following five (5) courses are in The Lorain County Savings & Trust Company's westerly lines;

Thence North $40^{\circ} 13' 57''$ East, a distance of 53.54 feet to a point;

Thence North $35^{\circ} 55' 57''$ East, a distance of 112.10 feet to a point;

Thence North $43^{\circ} 12' 57''$ East, a distance of 123.20 feet to a point;

Thence North $14^{\circ} 58' 57''$ East, a distance of 102.49 feet to a point;

Thence North $15^{\circ} 06' 57''$ East, a distance of 93.19 feet to the place of beginning;

Enclosing a parcel containing 1.2000 acres

Permanent Parcel No.: 06-24-030-000-127

9 of 9

Legal description reviewed by PRL
on 8/22/17 per ORC Section 5713.09

ASK SERVICES INC
40600 ANN ARBOR
ROAD EAST SUITE 200
PLYMOUTH, MI 48170

MIAMI 5535400.1 72496/85060

Exhibit A

SITUATED IN THE CITY OF ELYRIA, COUNTY OF LORAIN AND STATE OF OHIO AND BEING KNOWN AS PART OF ORIGINAL ELYRIA TOWNSHIP LOT NO. 30, WEST OF BLACK RIVER, AND MORE DEFINITELY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN FOUND SET IN THE SOUTHERLY LINE OF ORIGINAL LOT NO. 30 AT A POINT NORTH 90 DEGREES 00'00" WEST, A DISTANCE OF 2312.92 FEET FROM THE ORIGINAL CENTERLINE OF WEST RIVER ROAD; THENCE NORTH 0 DEGREE 04'28" WEST, A DISTANCE OF 726.30 FEET TO A POINT; SAID POINT IS THE PRINCIPAL PLACE OF BEGINNING; THENCE CONTINUING NORTH 0 DEGREE 04'28" WEST, A DISTANCE OF 209.14 FEET TO A POINT; THENCE NORTH 89 DEGREES 23'47" EAST, A DISTANCE OF 291.55 FEET TO A POINT; THENCE NORTH 29 DEGREES 23'47" EAST, A DISTANCE OF 250.81 FEET TO A POINT; THENCE NORTH 89 DEGREES 24'47" EAST, A DISTANCE OF 175.80 FEET TO A POINT; THENCE SOUTH 60 DEGREES 37'42" EAST, A DISTANCE OF 270.67 FEET TO A POINT; THENCE NORTH 29 DEGREES 23'47" EAST, A DISTANCE OF 8.05 FEET TO A POINT; THENCE SOUTH 60 DEGREES 36' 13" EAST, A DISTANCE OF 237.64 FEET TO A POINT; THENCE NORTH 89 DEGREES 52'03" EAST, A DISTANCE OF 28.17 FEET TO A POINT; THENCE SOUTH 9 DEGREES 32'36" WEST, A DISTANCE OF 63.38 FEET TO A POINT; THENCE SOUTH 59 DEGREES 9'36" WEST, A DISTANCE OF 98.06 FEET TO A POINT; THENCE SOUTH 13 DEGREES 15'24" EAST, A DISTANCE OF 43.97 FEET TO A POINT; THENCE SOUTH 25 DEGREES 31' 16" WEST, A DISTANCE OF 134.00 FEET TO A POINT; THENCE SOUTH 89 DEGREES 58'06" WEST, A DISTANCE OF 9.26 FEET TO A POINT; THENCE NORTH 19 DEGREES 46'54" WEST, A DISTANCE OF 48.26 FEET TO A POINT; THENCE SOUTH 86 DEGREES 58'06" WEST, A DISTANCE OF 54.26 FEET TO A POINT; THENCE SOUTH 39 DEGREES 04'51" WEST, A DISTANCE OF 69.46 FEET TO THE SOUTHWESTERLY CORNER OF LAND CONVEYED TO SOUTHWYCK MANOR APARTMENTS COMPANY, AS RECORDED IN VOLUME 1278, PAGE 394, EXHIBIT A, OF LORAIN COUNTY DEED RECORDS; THENCE SOUTH 41 DEGREES 46'50" WEST, A DISTANCE OF 81.22 FEET TO A POINT; THENCE SOUTH 29 DEGREES 23'47" WEST, A DISTANCE OF 122.12 FEET TO A POINT; THENCE WESTERLY IN THE ARC OF A CURVE WHICH DEFLECTS TO THE RIGHT, A DISTANCE OF 314.95 FEET TO THE POINT OF TANGENCY OF SAID CURVE; SAID CURVE HAS A RADIUS OF 200.50 FEET, A CENTRAL ANGLE OF 90 DEGREES 0'00" AND A CHORD OF 283.55 FEET WHICH BEARS SOUTH 74 DEGREES 23'46" WEST; THENCE NORTH 60 DEGREES 36' 13" WEST, A DISTANCE OF 339.21 FEET TO A POINT OF CURVATURE; THENCE IN THE ARC OF A CURVE WHICH DEFLECTS TO THE RIGHT, A DISTANCE OF 211.81 FEET TO A POINT; SAID CURVE HAS A RADIUS OF 200.50 FEET, A CENTRAL ANGLE OF 60 DEGREES 31'43" AND A CHORD OF 202.10 FEET WHICH BEARS NORTH 30 DEGREES 20'21" WEST; THENCE SOUTH 89 DEGREES 55'31" WEST, A DISTANCE OF 14.50 FEET TO THE PRINCIPAL PLACE OF BEGINNING, INTENDING TO CONVEY 12.000 ACRES OF LAND.

RPW
1-17-18
rec ORC Section 5713.39

Exhibit B

Permitted Exceptions

The following exceptions numbered 1 through 12 and numbered 32 through 34 and all covenants, restrictions, easements and reservations of record, including but not limited to items numbered 14 through 31 below, are "Permitted Exceptions"

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Assessments, if any, not yet certified to the County Auditor.
3. Rights or claims of parties other than Insured in actual possession of any or all of the property.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
5. Unfiled mechanic's or materialman's liens.
6. No liability is assumed for tax increases occasioned by retroactive revaluation change in land usage, or loss of any homestead exemption status for insured premises.
7. Any inaccuracy in the specific quantity of acreage contained on any survey if any or contained within the legal description of premises insured herein.
8. Any covenant, condition or restriction referred to herein indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin is omitted as provided in 42 U.S.C. Section 3604, unless and only to the extent that the restriction (a) is not in violation of state or federal law, (b) is exempt under 42 U.S.C. Section 3607, or (c) related to handicap, but does not discriminate against handicapped people.
9. Covenants, conditions and restrictions and other instruments recorded in the public records and purporting to impose a transfer fee or conveyance fee payable upon the conveyance of an interest in real property or payable for the right to make or accept such a transfer, and any and all fees, liens or charges, whether recorded or unrecorded, if any, currently due payable or that will become due or payable, and any other rights deriving therefrom, that are assessed pursuant thereto.
10. Oil and gas leases, pipeline agreements or any other instruments related to the production or sale of oil and gas which may arise subsequent to the date of the Policy, pursuant to Ohio Revised Code Section 1509.31(D).
11. Any lease, grant, exception or reservation of minerals or mineral rights together with any rights appurtenant thereto.
12. Any map/plat furnished is being done so as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

13. The plat of Midway Mall Shopping Center Subdivision recorded in Volume 24, Page 39 and 41 of Lorain County Records shows utility easements as reflected.

14. Waterline Easement to Elyria South, Inc., filed on January 15, 1965, and recorded in Deed Volume 901, Page 509 of the Lorain County Records.

Note: Affidavit as to scrivener's errors pertaining to item above, recorded in Deed Volume 1033, Page 597 of the Lorain County Records.

15. Memorandum of Lease by and between Elyria South, Inc., and Elyria North, Inc., (landlord) and J.C. Penney Company, Inc., (tenant), filed on July 26, 1965, and recorded in Lease Volume 81, Page 774 of Lorain County Records. (affects Parcel 2 only)

Note: The above memorandum of lease was also filed on August 9, 1965, and recorded in Lease Volume 81, Page 827 of the Lorain County Records.

Note: The above memorandum of lease was extended on September 9, 2005, and recorded in Document No. 2005-0099624 of the Lorain County Records.

Note: The above memorandum of lease was amended on April 15, 2011, and recorded in Document No. 2011-0370543 of the Lorain County Records.

16. Electric Line Easement to Ohio Edison Company, filed on February 3, 1967, and recorded in Deed Volume 940, Page 8 of the Lorain County Records.

17. Sanitary Sewer Line Easement by and between Elyria South, Inc., and Federated Department Stores, Inc., filed on August 21, 1969, and recorded in Deed Volume 991, Page 280 of the Lorain County Records.

18. Electric Line Easement to Ohio Edison Company, filed on June 29, 1978, and recorded in Deed Volume 1211, Page 433 of the Lorain County Records.

19. Sanitary Sewer Easement to The City of Elyria, filed on May 9, 1986, and recorded in Deed Volume 1396, Page 554 of the Lorain County Records.

20. Easement and Right of Way to Ohio Edison Company, filed on June 4, 1986, and recorded in Deed Volume 1398, Page 246 of the Lorain County Records.

21. Sanitary Sewer Easement to The City of Elyria, filed on September 19, 1986, and recorded in Deed Volume 1406, Page 163 of the Lorain County Records.

22. Sanitary Sewer Easement to The City of Elyria, filed on May 28, 1987, and recorded in Deed Volume 1422, Page 178 of the Lorain County Records.

23. Electric Line Easement and Easement over Roadways and Parking Areas, as contained in "Midway Mall Electrical Easement Agreement" by and between Elyria Joint Venture, grantor, and Ohio Edison Company, grantee, filed on June 12, 1987, and recorded in Deed Volume 1423, Page 474 of the Lorain County Records.

24. Sanitary Sewer Easement Agreement to The City of Elyria, filed on October 27, 1987, and recorded in O.R. Volume 18, Page 241 of the Lorain County Records.

25. Ingress and Egress Easement as shown in "Grant of Easements" by and between Elyria Joint Venture (grantor) and Lorain County Bank (grantee) filed on July 20, 1989, and recorded in O.R. Volume 197, Page 617 of the Lorain County Records.

26. Storm Drainage Easement as shown in "Easement Agreement" by and between Elyria Joint Venture, grantor, and C. Coulter Deklyn, grantee, filed on October 18, 1989, and recorded in O.R. Volume 226, Page 515 of the Lorain County Records.

27. Memorandum of Lease by and between Elyria Joint Venture, landlord, and General Cinema Corporation, tenant, having a term of 20 years, filed on January 17, 1990, and recorded in O.R. Volume 253, Page 183 of the Lorain County Records. (affects Parcel 2 only)

Note: Lessee's interest in above lease was assigned to GC Companies, Inc., a Delaware Corporation from Harcourt General, Inc., formerly known as General Cinema Corporation by "Assignment of Lease and Assumption Agreement" filed on January 7, 1994, and recorded in O.R. Volume 839, Page 248 of the Lorain County Records.

Note: Assignee's interest as set forth above was assigned to General Cinema Theaters of Ohio, Inc., from GC Companies, Inc., a Delaware Corporation by "Assignment of Lease and Assumption" filed on January 7, 1994, and recorded in O.R. Volume 839, Page 257 of the Lorain County Records.

28. Memorandum of Lease by and between Elyria Joint Venture, landlord, and R.D. Venture 88-A, tenant, having a term of 10 years, filed on May 29, 1990, and recorded in O.R. Volume 293, Page 225 of the Lorain County Records. (affects Parcel 2 only)

29. Easement, Restriction and Operation Agreement by and between Elyria Joint Venture (developer), the Higbee Company (Higbee), Sears, Roebuck and Co. (Sears), and The May Department Stores Company (May), filed on December 14, 1990, and recorded in O.R. Volume 353, Page 637 of the Lorain County Records, as supplemented in a Short Form Supplemental Agreement by and between Elyria Joint Venture and The May Department Stores Company, recorded on December 14, 1990, and recorded in O.R. Volume 353, Page 720 of the Lorain County Records and amended in First Amendment to Amended and Restated Easement, Restrictions and Operating Agreement filed on October 24, 2001, and recorded in Document No. 2001-0785409 of the Lorain County Records, and assigned and assumed in an Assignment and Assumption of Operating Agreements (Westfield Midway) by and between CMF, Inc. and Federated Retail Holdings, Inc., filed on July 21, 2006, and recorded in Document No. 2006-0155447 of the Lorain County Records.

Note: Shown for duties and obligations only as to the appurtenant easements described as Parcel No. 2 of the insured premises.

30. Agreement of Lease by and between Centermark Properties, Inc. (landlord), and The May Department Stores Company (tenant), filed on January 30, 1995, and recorded in O.R. Volume 1036, Page 422 of the Lorain County Records.

Assignment and Assumption of May Lease, filed on September 30, 1997, and recorded in Document No. 1997-0492600 of the Lorain County Records.

31. Rights of others and obligation of the insured pursuant to the Reciprocal Access Easement Agreement by and among Elyria Joint Venture, an Ohio General Partnership, The May Department Stores Company, a New York Corporation and West River Road Properties, Ltd., an Ohio limited liability company, filed on November 6, 1998, and recorded in Document No. 1998-0574896 of the Lorain County Records.

32. Title to that portion of the insured premises within the bounds of any legal highways.

33. Rights of tenants in possession as tenants only under unrecorded leases.

34. Taxes for the year of 2017 and subsequent years are a lien, but are not yet due and payable. The County Treasurer's General Tax Records for the tax year 2016 are as follows

PPN 06-24-030-000-111

Taxes for the first half are paid.

Taxes for the second half are paid.

Per half amount \$11,104.67.

FIDELITY NATIONAL TITLE
5340 MEADOW LANE CT
SHEFFIELD VILLAGE, OH 44035

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

EXHIBIT "A"

Situated in the City of Elyria, County of Lorain and State of Ohio:

Being known as part of Original Elyria, Township Lot No. 30, West of Black River, and more fully described as follows:

Beginning at the intersection of the original centerline of West River Road and the line between original Elyria Township Lots 30 and 31, West of Black River;

Thence South 01 degrees 13' 02" West along the original centerline of West River Road, 8.70 feet to an angle point therein;

Thence South 15 degrees 54' 03" East along the original centerline of West River Road, 869.34 feet to the Southeasterly corner of "Parcel No. 5" conveyed to Elyria Joint Venture, as recorded in Volume 1108, page 278 of Lorain County Deed Records;

Thence South 89 degrees 52' 03" West with the Southerly line of said "Parcel No. 5", 418.61 feet to an iron pipe found set in the Northeasterly corner of land conveyed to Elyria Joint Venture, as recorded in Volume 176, page 923 of Lorain County Official Records;

Thence South 00 degrees 07' 56" East along said Elyria Joint Venture's Easterly line, 144.35 feet to a point, said point lies on the Northerly line of land conveyed to Cleveland Federal Savings and Loan Association of Cuyahoga County, as recorded in Volume 1195, page 695 of Lorain County Deed Records;

Thence South 89 degrees 52' 03" West, along said Northerly line of Cleveland Federal Savings and Loan Association, 232 feet to a point, said point being the point of beginning of this description;

Thence continuing along said Northerly line, South 89 degrees 52' 03" West, 332.84 feet to a point;

Thence North 60 degrees 36' 13" West, 14.25 feet to a point;

Thence North 41 degrees 49' 22" East, 233.63 feet to a point of curvature;

Thence 147.16 feet along the arc of a 1001.96 feet radius curve, which deflects to the left, having a chord which bears North 37 degrees 36' 55" East, 147.03 feet to a reverse curve;

Thence 29.56 feet along the arc of a 30.00 foot curve, which deflect to the right, having a chord which bears North 61 degrees 38' 16" East, 28.38 feet to a point;

Thence North 89 degrees 52' 04" East, 74.04 feet to a point;

Thence South 00 degrees 07' 56" East, 310.44 feet to a point said point being the true point of beginning of this description. Subject to legal highways.

Intending to convey 1.530 acres of land.

Parcel No. 06-24-030-000-119

**Legal description recorded by MAR
on 1-6-11 per ORC, Section 5713.09**

Doc ID: 020557570005 Type: OFF
Kind: DEEDS
Recorded: 07/13/2018 at 01:45:54 PM
Fee Amt: \$52.00 Page 1 of 5
Lorain County, Ohio
Judith M Nedwick County Recorder
File 2018-0679677

TRANSFERRED

IN COMPLIANCE WITH SEC. 319-202

OHIO REV CODE

JUL 13 2018 *See PA*

678.00

MRM

J. CRAIG SNODGRASS, CPA, CGFM
LORAIN COUNTY AUDITOR

2018 JUL 13 P 1:44

003003

GENERAL WARRANTY DEED

DESTAN ALIU, a married man, of Lorain County, Ohio ("Grantor"), for valuable consideration paid, grants, with general warranty covenants, to STACY L. GRANGER ("Grantee"), unmarried, whose tax mailing address is 2000 Midway Mall Boulevard, Elyria, Ohio 44035, the following real property:

Situated in the City of Elyria, County of Lorain and State of Ohio:

And known as being part of Original Elyria Township Lot No. 30, West of Black River, and more definitely described as follows:

Beginning at the intersection of the original centerline of West River Road and the line between Original Elyria Township Lot Nos. 30 and 31, West of Black River;

Thence South 1° 13' 02" West in the original centerline of West River Road, a distance of 8.70 feet to an angle point therein;

Thence South 15° 54' 03" East in the original centerline of West River Road, a distance of 869.34 feet to the Southeasterly corner of "Parcel No. 5" conveyed to Elyria Joint Venture, as recorded in Volume 1108, Page 278 of Lorain County Deed Records;

Thence South 89° 52' 03" West in the Southerly line of said "Parcel No. 5," a distance of 418.61 feet to a 5/8 inch iron pipe found set in the Northeasterly corner of land conveyed to Elyria Joint Venture, as recorded in Volume 176, Page 923 of Lorain County Official Records; said point is the principal place of beginning;

Thence continuing South 89° 52' 03" West in the Northerly line of

7/13/18

land so conveyed to Elyria Joint Venture and in the Southerly line of the aforementioned "Parcel No. 5," a distance of 46.00 feet to a 5/8" iron pipe found set; ~~xx~~

*at

Thence Westerly in the arc of a curve which deflects to the right, a distance of 24.80 feet to a drill hole found set ~~at~~ the point of tangency of said curve; said curve has a radius of 574.50 feet, a central angle of $2^{\circ} 28' 23''$ and a chord of 24.79 feet which bears South $88^{\circ} 37' 52''$ West;

Thence South $89^{\circ} 52' 03''$ West, a distance of 161.21 feet to a 5/8" rebar set;

Thence South $0^{\circ} 07' 56''$ East, a distance of 310.44 feet to a 5/8" rebar set in the Southerly line of land conveyed to Elyria Joint Venture as recorded in Volume 176, Page 923 of Lorain County Official Records;

Thence North $89^{\circ} 52' 03''$ East in Elyria Joint Venture's Southerly line, a distance of 232.00 feet to a 5/8" iron pipe found set in the Southeasterly corner thereof;

Thence North $0^{\circ} 07' 56''$ West in Elyria Joint Venture's Easterly line, a distance of 144.35 feet to the principal place of beginning;

Enclosing a parcel containing 1.4781 acres of land, but subject to all legal highways, as surveyed by KS Associates, Inc., Engineers and Surveyors, in June of 1995.

**Thence North 0 deg., 07' 56" West,
a distance of 144.35 feet to a 5/8 inch
iron pipe found set*
Parcel 2: Easement

Together with the non-exclusive easements contained in the Construction and Operating Agreement Loan Star at Midway by and between Elyria Joint Venture, a general partnership and Lone Star Steakhouse and Saloon of Ohio, Inc., dated as of September 20, 1995, filed for record January 17, 1996 a 8:58 a.m. in O.R. Volume 1205, Page 567 of Lorain County Records.

Parcel 3: Easement

Together with the non-exclusive access easement contained in the Limited Warranty Deed from Elyria Joint Venture, a general

partnership to Lone Star Steakhouse and Saloon of Ohio, Inc. filed for record January 17, 1996 at 8:58 a.m. in O.R. Volume 1205, Page 555 of Lorain County Records over the following described premises:

Situated in the City of Elyria, County of Lorain and State of Ohio:

And known as being part of the Original Elyria Township Lot No. 30 and more definitely described as follows:

Beginning in the Westerly sideline of West River Road at the Northerly corner of Parcel 1 conveyed to Elyria Joint Venture, as recorded in Volume 197, Page 598 of Lorain County Official Records;

Thence South $15^{\circ} 54' 03''$ East in the Westerly sideline of West River Road 120.29 feet to a point of curve;

Thence along the arc of a 41.00 foot radius curve, concave to the South, having a chord length of 41.34 feet bearing North $75^{\circ} 42' 32''$ West to a point;

Thence South $78^{\circ} 05' 57''$ West, 167.71 feet to a point of curve;

Thence along the arc of a 30.00 foot radius curve, concave to the Southeast, having a chord length of 18.90 feet bearing South $18^{\circ} 13' 45''$ West to a point;

Thence, South $00^{\circ} 07' 56''$ East 152.01 feet to a point;

Thence $89^{\circ} 52' 03''$ West 36.00 feet to a point;

Thence North $00^{\circ} 07' 56''$ West 241.19 feet to a point of curve;

Thence along the arc of a 500 foot radius curve, concave to the North, having a chord length of 112.83 feet bearing North $80^{\circ} 34' 41''$ East to a point;

Thence, North $74^{\circ} 05' 57''$ East, 178.44 feet to a point;

Thence North $29^{\circ} 05' 57''$ East 35.36 feet to the point of beginning of this description.

7/13/18

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Contained within said bounds, 0.7104 acres to be the same more or less.

Parcel 4: Easement

Together with non-exclusive easements contained in the Easement, Restriction and Operation Agreement by and between Elyria Joint Venture, (developer), the Higbee Company (Higbee), Sears, Roebuck and Co. (Sears) and the May Department Stores Company (May), dated December 14, 1990, and recorded on December 14, 1990 at 4:42 p.m., in O.R. Volume 353, Page 637 of Lorain County Records, as supplemented in a Short Form Supplemental Agreement by and between Elyria Joint Venture and the May Department Stores Company, recorded on December 14, 1990 in O.R. Volume 353, Page 720 of Lorain County Records and assigned and assumed in an Assignment and Assumption of Operating Agreements (Westfield Midway) by and between CMF, Inc. and Federated Retail Holdings, Inc., filed for record on July 21, 2006 and recorded in Instrument No. 20060155447 of Lorain County Records.

Prior Instrument Reference: Deed recorded on March 28, 2016 in Document Number 2016-0579965, Lorain County, Ohio Records.

Auditor's Parcel Number: 06-24-030-000-115

Sehade Aliu, husband of Destan Aliu, hereby releases all rights of dower therein.

on 7/13/18 18

MCCARTHY LEBIT CRYSTAL AND
LIFFMAN
1111 SUPERIOR AVE E
SUITE 2700
CLEVELAND, OH 44114