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Robert G. Montgomery
Franklin County Recorder

QUIT-CLAIM DEED AND SECOND PARTIAL SURRENDER OF LEASE

(See Section 5302.11 Ohio Revised Code)

CAPITOL SOUTH COMMUNITY URBAN REDEVELOPMENT CORPORATION, an Ohio not-for-profit corporation, whose address is 20 East Broad Street, Suite 100, Columbus, Ohio 43215 (the "Grantor"), for valuable consideration paid, grants, surrenders and quitclaims to **THE CITY OF COLUMBUS, OHIO**, an Ohio municipal corporation ("Grantee"), whose tax mailing address is Mortgage Code 9000, 109 North Front Street, Columbus, Ohio 43215, the following real property:

A portion of Grantor's right, title and interest in and to the leasehold interest (the "Leasehold"), as created by that certain Lease dated April 4, 1984 executed by and between Grantee as lessor and The Musson/Messana Group, as amended by the First Modification and Amendment to Lease Agreement dated February 10, 1986 executed by and between the Grantee and Musson/Messana, Ltd.), and as further amended by the Second Modification and Amendment of Lease Agreement Between Grantee and the Musson/Messana Group, of the real property described in Exhibit A, attached hereto and made a part hereof (the "Property"), and as further amended by that certain Quit-Claim Deed and Partial Surrender Of Lease (the "2004 Surrender Agreement") dated as of December 27, 2004, which 2004 Surrender Agreement was recorded December 27, 2004 as Instrument No. 200412270290173, Franklin County, Ohio, Recorder's Office.

Prior Instrument Reference: Instrument No. 200412200286934, Franklin County, Ohio, Recorder's Office.

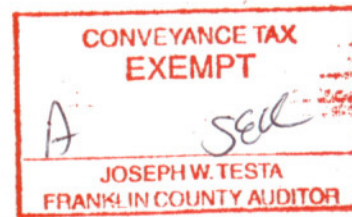
WHEREAS, on December 27, 2004, Grantor surrendered to Grantee, and Grantee accepted the surrender, of the Leasehold as and to the Surrendered Portions as defined in the 2004 Surrender Agreement; and

WHEREAS, Grantor desires to surrender, and Grantee desires to accept the surrender, of the Leasehold as to additional portions of the Property;

NOW, THEREFORE:

1. Grantor hereby surrenders, and Grantee hereby accepts the surrender, of the Leasehold as to the entire Property, except for the following portions of the Property (the "Reserved Portions"):

A. Certain space on the ground floor of the Building located on the Property (the "Building") as shown by single diagonal hatching or by cross-hatching on



TRANSFERRED NOT NECESSARY

DEC 28 2005

**JOSEPH W. TESTA
AUDITOR
FRANKLIN COUNTY, OHIO**

Exhibit B-1 attached hereto and made a part hereof, and consisting of (i) approximately 10,000 square feet of rentable area, together with Suite G-10 containing approximately 2,282 square feet of rentable area, all as currently leased to Scholarts Preparatory, (ii) approximately 250 square feet of storage space currently leased to the Ohio Psychological Association, and (iii) certain space on the currently used for janitorial or maintenance purposes;

- B. Certain space on the second floor the Building, as shown by single diagonal hatching or by cross-hatching on Exhibit B-2 attached hereto and made a part hereof, and consisting of (i) Suite 200, consisting of 2,721 square feet of rentable area, as currently leased to the Ohio Psychological Association, and (ii) approximately 3,949 square feet of rentable area as currently leased to Fisher & Skrobot, LLC, all as shown by single diagonal hatching or by cross-hatching on Exhibit B-2 attached hereto and made a part hereof;
- C. All space on the fourth floor of the Building except space that is currently part of the Surrendered Portions (as defined in the 2004 Surrender Agreement); and
- D. All parking areas not currently part of the Surrendered Portions.

2. Grantor and Grantee intend that this instrument shall operate as a surrender of the Leasehold as to the entire Property except for the Reserved Portions, and that the Lease shall remain in force as to the Reserved Portions only.

3. Grantor reaffirms the grant to Grantee in the 2004 Surrender Agreement of the right, in common with others and without charge to Grantee, to use all building systems, common areas and grounds in and on the parts of the Property not therein surrendered, which grant expressly survives as to the Reserved Portions, without obligation on the part of Grantee to operate or maintain any of the foregoing as to the Reserved Portions, all of which obligations shall remain obligations of Grantor pursuant to the Lease.

4. Grantee grants to Grantor the right, in common with others and without charge to Grantor, to use all building systems, common areas and grounds in and on the Property as may be necessary for Grantor to perform its obligations under any leases affecting the Reserved Portions, without obligation on the part of Grantee to operate or maintain any of the foregoing, all of which obligations shall remain obligations of Grantor to the extent required by any such leases.

Provided, however, that this instrument is made and delivered subject to the condition that on or before March 31, 2006, Grantee shall pay to Grantor, in immediately available funds, the sum of (a) US\$1,800,000.00, as required by the 2004 Surrender Agreement, which amount remains unpaid; and (b) such additional amounts as may be necessary, after crediting Grantee for the payment described in clause (a), to reimburse Grantor for its then net investment in the Property and the Leasehold, including but not limited to costs of acquisition and operation, legal fees, operating expense, real property taxes, utility costs, management fees, brokerage fees, and other costs reasonably incurred in connection with the acquisition and operation of the Property, whether capital or non-capital, and including a reasonable allowance for Grantor's internal

personnel cost; minus any revenues received by Grantor from leases and parking operations of the Property. If such condition is not satisfied or waived on or before that date, then from and after that date until such time, as any, as such amount shall have been paid to Grantor, Grantor shall have the right to terminate all of the grants, surrenders, conveyances and other rights of Grantee created or evidenced by either or both of this instrument and/or by the 2004 Surrender Agreement, and to re-enter in accordance with Grantor's prior estate or portion thereof. Nothing in this instrument shall be deemed to create or evidence any obligation on the part of Grantor to pay any money to Grantor, and this paragraph is intended to create only a condition subsequent with a power of termination and right of re-entry in Grantor, and not any promise to pay on the part of Grantee.

Upon satisfaction or waiver of the foregoing condition subsequent, Grantor upon request of Grantee shall execute and deliver to Grantee acknowledgment, in recordable form, that the condition has been satisfied or waived.

IN WITNESS WHEREOF, Grantor has caused this deed to be executed on the 27th day of December, 2005.

**CAPITOL SOUTH COMMUNITY URBAN
REDEVELOPMENT CORPORATION**, an Ohio not-
for-profit corporation

By: 

John C. Rosenberger, Executive Director

ACCEPTED BY:

By: 

Wayne Roberts, its Director of Parks and Recreation

(Acknowledgments on Following Page)

STATE OF OHIO §
§
COUNTY OF FRANKLIN §

The foregoing instrument was acknowledged before me the 27th day of December, 2005, by John C. Rosenberger, the Executive Director of **CAPITOL SOUTH COMMUNITY URBAN REDEVELOPMENT CORPORATION**, an Ohio not-for-profit corporation, on behalf of the corporation, who, under penalty of perjury in violation of section 2921.11 of the Revised Code, represented to me to be said person and officer.

Jack S. Levey
Notary Public
JACK S. LEVEY
Printed Name
My Commission Expires: _____

JACK SILVER LEVEY, Attorney-At-Law
NOTARY PUBLIC, STATE OF OHIO
My commission has no expiration date.
Section 147.03 B.C.

STATE OF OHIO §
§
COUNTY OF FRANKLIN §

The foregoing instrument was acknowledged before me the _____ day of December, 2005, by Wayne Roberts, the Director of Parks and Recreation of the **CITY OF COLUMBUS, OHIO**, an Ohio municipal corporation, on behalf of the municipal corporation, who, under penalty of perjury in violation of section 2921.11 of the Revised Code, represented to me to be said person and officer.

Lynda Anderson
Notary Public
LYNDA ANDERSON
Printed Name
My Commission Expires: 10-5-09



LYNDA ANDERSON
Notary Public, State of Ohio
My Commission Expires 10/05/2009

PREPARED BY/RETURN TO:
Jack S. Levey
Attorney at Law
Plunkett & Cooney, P.C.
300 East Broad Street, Suite 590
Columbus, OH 43215

**Exhibit A
to Special Warranty Deed**

(Legal Description)

Situated in the State of Ohio, City of Columbus, Franklin County, Ohio and being a part of Outlot 56 and further being a part of the land conveyed to the State of Ohio by deed of record in Deed Book 7, Pages 440, 441, and 442, Recorder's Office, Franklin County, Ohio, being more particularly described as follows:

Beginning at an iron pin located at the northeasterly corner of East Town Street and Salina Alley, thence and with the easterly line of Salina Alley, North 8 deg. 00' West, a distance of 359.95 feet to a point marking the southwesterly corner of The Public Library of Columbus, 0.6227 acre tract, as shown of record in Official Record 01378J09, Recorder's Office, Franklin County, Ohio;

thence and with the southerly line of the said Columbus Public Library tract North 81 deg. 59' East, a distance of 125.00 feet (passing an iron pin on the line at 1.00 foot) to an iron pin marking the southeasterly corner of the said Columbus Public Library tract;

thence and with the easterly line of the said Columbus Public Library tract, North 8 deg. 00' West, a distance of 217.00 feet to an iron pin at the northeasterly corner of the said Columbus Public Library tract, said iron pin also being located in the southerly line of Wales Alley;

thence and with the southerly line of Wales Alley, North 81 deg. 59' East, a distance of 91.00 feet to an iron pin;

thence South 8 deg. 00' East, a distance of 576.47 feet to an iron pin in the northerly line of East Town Street;

thence and with the northerly line of East Town Street, South 81 deg. 51'25" West, a distance of 216.00 feet to the place of beginning, containing 2.237 acres, more or less.

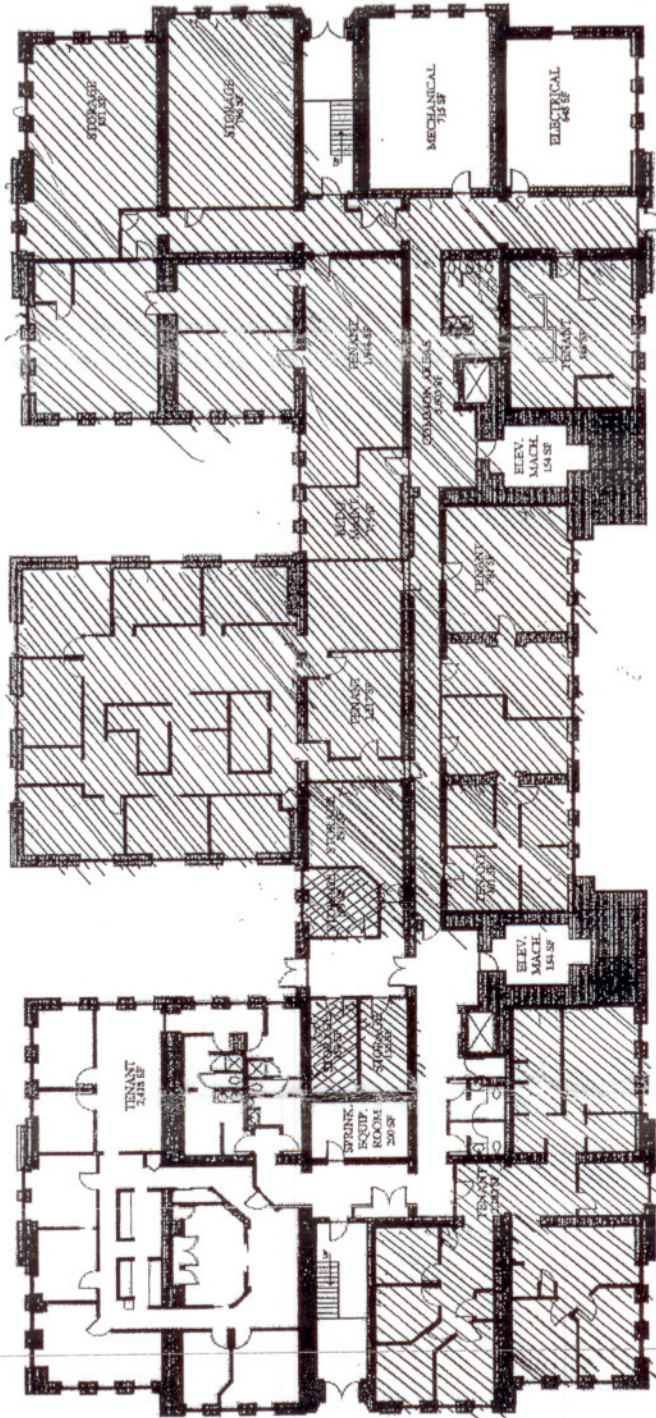
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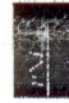
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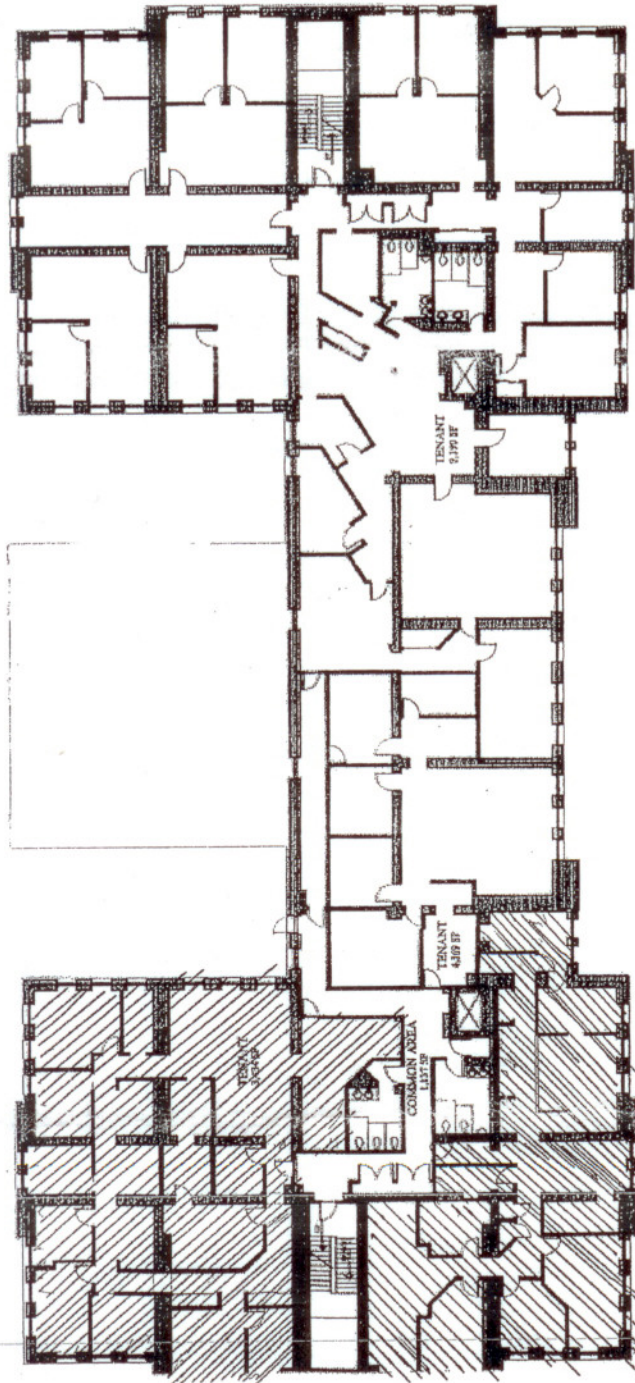
GROUND FLOOR PLAN
2000 SQUARE FEET TOTAL



The PNL Companies
 PNL Asset Management, LP



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 COMMERCIAL REAL ESTATE SERVICES WORLDWIDE



SECOND FLOOR PLAN



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