

**CITY OF COATESVILLE
COUNTY OF CHESTER**

AN ORDINANCE AUTHORIZING THE CITY OF COATESVILLE TO ACQUIRE THE PROPERTIES LOCATED AT 97 SOUTH FIRST AVENUE (UPI NO. 16-5-271), 48 MAPLE AVENUE (UPI NO. 16-5-298), AND 76 MAPLE AVENUE (UPI NO. 16-5-302), COATESVILLE, CHESTER COUNTY, PENNSYLVANIA, FROM CLEVELAND-CLIFFS PLATE, LLC, A DELAWARE LIMITED LIABILITY COMPANY, FOR A SALE PRICE OF TEN DOLLARS (\$10.00).

WHEREAS, the City of Coatesville (hereinafter the “City”) is a Home Rule Municipality operating by means of a home rule charter and the laws of the Commonwealth of Pennsylvania; and

WHEREAS, pursuant to §2964 of the Home Rule Charter and Optional Plans Law, municipalities adopting a home rule charter shall have the power to buy, sell, lease, hold and dispose of real and personal property; and

WHEREAS, pursuant to §2-301.G of the Charter of the City of Coatesville, Council shall purchase, convey, lease or authorize the purchase, conveyance or lease of real property by ordinance; and


WHEREAS, the City seeks to acquire the properties located at 97 South First Avenue (UPI No. 16-5-271), 48 Maple Avenue (UPI No. 16-5-298), and 76 Maple Avenue (UPI No. 16-5-302), Coatesville, Chester County, Pennsylvania, from Cleveland-Cliffs Plate, LLC, a Delaware Limited Liability Company, for a sale price of ten dollars (\$10.00); and

NOW THEREFORE, in accordance with the foregoing authority, which incorporates all rights and powers granted to the City of Coatesville under its Charter and the laws of the Commonwealth of Pennsylvania, it is hereby enacted and ordained as follows:

1. The City Council of the City of Coatesville authorizes the President of Council and the City Manager to execute the Agreement of Sale with Cleveland-Cliffs Plate, LLC, in substantially the form attached hereto as Exhibit “A,” with such modifications, as may be necessary to comport with the City Charter, the General Laws of the City of Coatesville, this Ordinance, and as may be in the best interest of the City of Coatesville.
2. All ordinances or parts of ordinances conflicting with any provisions of this ordinance are hereby repealed insofar as the same affects this ordinance.
3. If any sentence, clause, section or part of this Ordinance is for any reason found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, sections or parts hereof.

- 4. This Ordinance shall be effective thirty (30) days after publication following final adoption in accordance with the City Charter.

ENACTED AND ORDAINED this 25 day of November, 2024.



Linda Lavender Norris, President City Council

ATTEST:



James Logan, City Manager

CERTIFICATION

I HEREBY CERTIFY that the foregoing Ordinance was introduced on the 12 day of November, 2024, was duly enacted by the Council of the City of Coatesville, Chester County, Pennsylvania, on the 25 day of November, 2024, and that the vote upon the said Ordinance has been recorded in the Minutes of the City Council and that the Ordinance has been fully recorded.

Exhibit "A"

DONATION AGREEMENT

This **DONATION AGREEMENT** (“Agreement”) is made on or as of this ___ day of _____, 2024, (the “Effective Date”) by and between **CLEVELAND-CLIFFS PLATE LLC**, f/k/a Arcelor Mittal Plate LLC, f/k/a ISG Plate, Inc., a Delaware limited liability company (“Donor”), whose address is 200 Public Square, Suite 3300 Cleveland, Ohio 44114, and **CITY OF COATESVILLE**, Pennsylvania, a Pennsylvania municipality (“Recipient”), having its principal offices at City Hall Place, Coatesville, PA 19320.

RECITALS:

A. Donor is the owner of certain real property consisting of approximately 2.01 acres of land and improvements located thereon located in the City of Coatesville, County of Chester, and Commonwealth of Pennsylvania, which is more particularly described in Exhibit A annexed hereto and incorporated herein; and

B. Donor desires to donate, and Recipient desires to accept, the real property described in Section 2 hereof pursuant to the terms and conditions hereinafter set forth for use as a new fire station, public works facility and emergency command center in accordance with the terms and provisions of this Agreement.

AGREEMENTS:

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Incorporation of Recitals. The foregoing recitals constitute an integral part of this Agreement and are incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the parties.

2. Agreement to Donate. Subject to the terms and conditions set forth in this Agreement, Donor agrees to donate and Recipient agrees to accept all of Donor’s right, title, estate and interest in and to that real property located in the City of Coatesville, County of Chester, and Commonwealth of Pennsylvania, and more particularly described on Exhibit A, annexed hereto and incorporated herein by reference, together with Seller’s right, title and interest in and to any buildings, improvements appurtenant rights, privileges and easements, including all right, title and interest of Donor in and to any land lying in the bed of any street, road or avenue, open or proposed, in front of or adjoining said real property, to the centerline thereof (collectively, the “Property”). A site plan generally depicting the boundaries of the Property is annexed to this Agreement as part

of Exhibit A and is incorporated herein by reference.

3. Consideration. The purchase price for the Property (the "Purchase Price") shall be Ten Dollars (\$10.00), payable in cash at Closing (as hereinafter defined).

(a) At Closing, Recipient shall pay to Donor, by certified bank or cashier's check an amount equal to the Purchase Price. Except as otherwise specifically set forth herein, the Purchase Price shall be net to Donor, with Recipient paying all costs and expenses with respect to the transactions contemplated hereby.

(b) Donor is donating the Property to Recipient. Recipient acknowledges that the fair market value of the Property is a charitable contribution from the Donor to Recipient described in Section 170(c)(1) of the Internal Revenue Code (the "Code") and Recipient accepts such charitable contribution.

4. Evidence of Title.

(a) Within sixty (60) days after the date hereof, Recipient shall obtain (and deliver copies thereof to **Donor**) a Survey (as hereinafter defined) and a commitment ("Commitment") issued by Land Services USA, Inc., Title Insurance Company (the "Title Company") for the issuance of an owner's fee policy of title insurance, which Commitment shall show title in Donor free and clear of all liens and encumbrances except: (i) those created by or to be assumed by Recipient; (ii) those specifically set forth in this Agreement including, without limitation, the Industrial Land Use Restriction (as hereinafter defined); (iii) zoning ordinances; (iv) general and special real estate taxes and assessments that are a lien on the date of Closing, but are not yet due and payable; (v) legal highways; and (vi) covenants, conditions, restrictions, agreements and easements of record that do not unreasonably interfere with the reasonable use (other than uses prohibited under the Use Restriction) of the Property (collectively, the "Permitted Exceptions"). As used herein "Survey" means an accurate plat of survey of the Property in form and of substance reasonably acceptable to Donor and Recipient prepared by a reputable surveyor or surveying firm, licensed by the state in which the Property is located.

As used herein "Industrial Land Use Restriction" means the restriction to be set forth in the deed transferring title to the Property to Recipient prohibiting Recipient and its successors and assigns from using the Property for any residential or related purpose. The Industrial Land Use Restriction shall be a covenant running with the land in perpetuity, shall run for the benefit of and shall be enforceable by Donor and its successors and assigns in gross and shall prohibit use of the Property or any part thereof for residential purposes and for any other related purpose. The language of the Industrial Land Use Restriction is set forth on Exhibit C annexed hereto and incorporated herein by reference.

(b) Recipient shall have until the later to occur of (i) fifteen (15) days after

receipt of the Commitment and the Survey or (ii) the expiration of the Inspection Period (as hereinafter defined) (the "Title Review Period"), to advise Donor if Recipient either accepts the condition of title as stated therein or that the condition of title is unacceptable to Recipient, Recipient hereby acknowledging that the Permitted Exceptions shall not render title unacceptable. In the event Recipient notifies Donor that the condition of title is unacceptable, then Donor shall have thirty (30) days during which it may attempt to cure such defects; provided, however, Donor shall not be required to attempt to cure such defects. If said thirty (30) day period extends beyond the Closing Date (as hereinafter defined), the Closing Date shall be postponed to permit Donor a reasonable time within which to effect a cure of such defects. If Donor declines or fails to cure such defects, then Recipient may elect either to terminate this Agreement without further liability of the parties hereunder (except in respect of any breach of this Agreement by Recipient prior to the termination date) or Recipient may accept such title as Donor is able to convey, without reduction in the Purchase Price. If Recipient notifies Donor that title to the Property is acceptable or fails to notify Donor of any defects in title before the expiration of the Title Review Period, then Recipient shall be conclusively presumed to have waived such defects and approved the condition of title and shall accept such title at Closing. Donor shall be obligated to remove any monetary defects in title that are definitely ascertainable in amount by paying them at Closing, unless said defects (or the aggregate of several such defects) require payment in excess of Ten Thousand Dollars (\$10,000) in which case Donor shall not be obligated to remove said defect or defects.

(c) Donor hereby covenants that on the Closing Date there shall have been no change in the condition of title as previously approved by Recipient.

(d) If defects in title not previously waived by Recipient appear at Closing for the first time, or if at Closing there are defects in title that Donor should have cured or insured over under the terms of this Agreement, and said items or defects have not been caused by Recipient, its agents, employees or contractors, then Recipient may adjourn the Closing Date for a period of thirty (30) days to allow Donor to remedy the defects or Recipient may, but shall not be obligated to, waive any and all such defects and accept conveyance of the Property subject to the waived defect or defects.

(e) If Closing is adjourned and the defect or defects in title are not corrected as aforesaid within thirty (30) days, then Recipient may elect to take title as it then is, or Recipient may declare this Agreement to be terminated as its sole and exclusive remedy, and the parties shall thereafter be relieved of all further obligations under this Agreement and thereafter this Agreement shall be null and void and of no further force and effect (except in respect of any breach of this Agreement by Recipient prior to the termination date).

(f) At Closing, Recipient shall obtain an owner's fee policy of title insurance (the "Policy") in an amount at least equal to the estimated fair market value of the Property,

or such higher amount Recipient may elect and the Title Company is willing to insure, assuring that title to the Property is in the condition required by this Agreement. Recipient shall pay for the Commitment and the Policy.

5. Intentionally omitted.

6. Deed. Donor shall convey to Recipient marketable title to the Property in fee simple by transferable and recordable quit claim deed, free and clear of all liens and encumbrances except those set forth in Section 4.

7. Taxes, Assessments and Other Closing Adjustments. At Closing, Donor shall pay any delinquent taxes, including penalty and interest, and all assessments that are a lien and are due and payable prior to the Closing Date. At Closing, Donor also shall pay all other unpaid real estate taxes that are a lien for years prior to the Closing Date and a portion of such taxes for the year of the Closing Date, prorated through the Closing Date and based on a 365-day year and, if undetermined, on the most recent available rate and valuation, giving effect to applicable exemptions, recently voted millage, change in valuation, etc., whether or not certified. Fees for recording the deed and any other instrument required and the real estate transfer taxes and conveyance fees shall be paid one hundred percent (100%) by Recipient. The following items to the extent applicable, shall be prorated through the Closing Date: (a) accrued utility charges; (b) maintenance agreement obligations; (c) reciprocal easement agreement obligations; and (d) water and sewer rents.

8. Inspection; Review.

(a) From and after the date of this Agreement and ending at 5:00 p.m. (local time at the Property) on the date that is sixty (60) days after the Effective Date (hereinafter referred to as the "Inspection Period"), Recipient shall have access to the Property for the purpose of making, at Recipient's sole cost and expense, surveys, soil tests, inspections or other investigations of the Property. Recipient understands and agrees that any on-site inspections of the Property shall be conducted after at least twenty-four (24) hours' prior written notice to Donor and in the presence of Donor or its representative. Such physical inspection shall not unreasonably interfere with the use of the Property by Donor or other occupants of the Property, nor shall Recipient's inspection damage the Property in any respect. Such physical inspection shall not be invasive in any respect (unless Recipient obtains Donor's prior written consent), and in any event shall be conducted in accordance with standards customarily employed in the industry and in compliance with all governmental laws, rules and regulations. Following each entry by Recipient or its representatives with respect to inspections and/or testing on the Property, Recipient, at its sole cost and expense, shall restore the Property to a condition which is as near to its original condition as existed immediately prior to any such inspections and/or testing. Donor shall cooperate with Recipient in its due diligence but shall not be obligated to incur any liability or expense in connection therewith. Recipient agrees to indemnify, defend

and hold Donor and its affiliates and their respective shareholders, members, managers, directors, officers, employees, agents, representatives and any successors or assigns of the foregoing (collectively with Donor, the "Donor Indemnitees") harmless from and against any and all liability, losses, claims, demands, damages, costs or expenses of any kind, including attorneys' fees, caused directly or indirectly by, or in any manner relating to, (i) such entry upon the Property, (ii) the making of such tests and investigations, (iii) any damages to the Property caused thereby, or (iv) any breach, default or violation of any agreement, asserted by third parties, arising out of or related to the transactions contemplated under this Agreement occurring before or after Closing. Such obligation to indemnify, defend and hold harmless the Donor Indemnitees shall survive Closing or any termination of this Agreement. If Recipient is dissatisfied with the Property for any reason or no reason whatsoever, then Recipient shall have the right to terminate this Agreement upon written notice to Donor delivered at any time prior to 5:00 p.m. EST on the last day of the Inspection Period, in which event this Agreement shall terminate, and the parties shall have no further liability hereunder except for those provisions which expressly survive the termination hereof.

(b) Donor agrees that in the event Recipient determines (such determination to be made in Recipient's sole discretion) that the Property is not suitable for its purposes, Recipient shall have the right to terminate this Agreement by giving written notice thereof to Donor prior to the expiration of the Inspection Period. Time is of the essence with respect to the provisions of this Section 8. Notwithstanding any other provision of this Agreement, if Recipient fails to give Donor a notice of termination prior to the expiration of the Inspection Period, Recipient shall no longer have any right to terminate this Agreement under this Section 8 and shall be bound to proceed to Closing and consummate the transaction contemplated hereby pursuant to the terms of this Agreement.

(c) If the Closing does not take place for any reason whatsoever, Recipient shall keep confidential and shall not, directly or indirectly, disclose to any person or party or use in any manner any information of Donor or otherwise acquired by Recipient with respect to Donor or the Property unless otherwise required by law. Upon termination of this Agreement for any reason, Recipient shall return to Donor any and all documents, information and property of Donor in Recipient's possession and also shall deliver to Donor copies of all surveys, tests and investigations prepared by or for the benefit of Recipient in connection with the Property.

9. Representations and Warranties of Donor. Except as expressly set forth in this Section 9, Donor has not made and does not make any representations or warranties. Subject to the conditions set forth in Section 13(b) of this Agreement, Donor represents and warrants to Recipient as follows:

(a) Donor is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Delaware and is duly authorized and

qualified to do all things required of it under this Agreement. Donor has full capacity and authority to enter into this Agreement and to consummate the transactions contemplated hereby. This Agreement and all agreements, instruments and documents necessary or desirable to consummate the transactions contemplated hereby to be executed by Donor are, and on the Closing Date will be, duly authorized, executed and delivered by, and binding upon, Donor.

(b) Donor has obtained all consents and permissions relating to the transactions contemplated hereby and required under any covenant, agreement, encumbrance, law or regulation to transfer title as set forth in this Agreement and to perform its obligations hereunder.

(c) Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will constitute a default under any term or provision of any agreement to which Donor is a party.

(d) To Donor's actual knowledge without the duty to investigate, Donor has received no notice that the Property is in violation of any applicable law and which violation remains uncured as of the Effective Date.

(h) Donor has not filed a petition or an answer seeking reorganization or an arrangement with creditors or to take advantage of any insolvency or bankruptcy law, and which matter is currently unresolved. Donor is not insolvent and will not be rendered insolvent by the performance of its obligations under this Agreement.

(i) To Donor's actual knowledge without the duty to investigate, Donor has received no notice of any civil, criminal or administrative proceeding relating to the failure of the Property to be in material compliance with any environmental laws and which proceeding remains unresolved as of the Effective Date,

10. Representations and Warranties of Recipient. Recipient hereby represents and warrants to Donor that as of the date of this Agreement and as of the Closing Date the following shall be true and correct in all respects:

(a) Recipient is a municipality duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania. Recipient has full capacity and authority under its home rule powers to enter into this Agreement and to consummate the transactions contemplated hereby. This Agreement and all agreements, instruments and documents necessary or desirable to consummate the transaction contemplated hereby to be executed by Recipient are, and on the Closing Date will be, duly authorized, executed and delivered by, and binding upon, Recipient.

(b) That Recipient is a political subdivision of the Commonwealth of Pennsylvania for the purposes of charitable contributions as defined under Section 170(c)(1) of the Code.

(c) Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will constitute a default under any term or provision of any agreement to which Recipient is a party.

11. Real Estate Commission. Recipient and Donor each warrant and represent to the other that neither party has used the services of a real estate licensee, agent or broker in connection with the purchase and sale of the Property, and except as aforesaid, no broker's commission, finder's fee or other like charges are or shall be payable with respect to the transactions contemplated hereby. Each party hereby agrees to indemnify and hold the other party and its respective shareholders, members, managers, directors, officers, employees, agents, affiliates and representatives, harmless from and against any and all liability, claims, demands, damages or expenses of any kind, including attorneys' fees, arising from or connected with any broker's commission, finder's fee or other like charges claimed to be due any person arising from such party's conduct with respect this Agreement or to the transactions contemplated hereby. The provisions of this Section 11 shall survive Closing.

12. Closing. The Title Company also shall serve as the escrow agent (the "Escrow Agent") for the transactions contemplated under this Agreement. The consummation of the transactions contemplated hereby ("Closing") shall be accomplished through an escrow ("Escrow") to be established by Recipient and Donor with the Escrow Agent. This Agreement shall constitute the escrow instructions, subject only to the Escrow Agent's Standard Conditions of Acceptance of Escrow; provided, however, that the provisions of this Agreement shall govern in the event of any conflicts therewith. All of the documents referred to herein shall be executed and delivered into Escrow with the Escrow Agent. The Closing shall be completed when the parties have deposited with the Escrow Agent all documents and funds required herein to be deposited with the Escrow Agent, and all conditions precedent set forth herein have been satisfied (the "Closing Date"); provided, however, that the Closing Date shall be on that date which is the earlier of (a) sixty (60) days following the adoption of a municipal ordinance authorizing Recipient to take title to the Property and (b) that day which is one hundred eighty (180) days following the expiration of the Inspection Period.

13. Instruments of Conveyance.

(a) Donor shall deposit with the Escrow Agent, on or prior to the Closing Date, the following documents, duly executed by Donor:

(i) the deed contemplated by Section 6, conveying title to the Property to Recipient;

(ii) a certificate in the form of Exhibit B, annexed hereto and incorporated herein by reference, as to the non-foreign status of Donor;

(iii) a certificate, in form reasonably satisfactory to Donor and Recipient ("Donor's Certificate"), dated as of the Closing Date, stating that there is no default

under the covenants, representations and warranties of Donor contained in this Agreement and, in addition, that all such representations and warranties are true and correct without exception as of the Closing Date as if made on and as of the Closing Date (or specifying in reasonable detail any defaults or exceptions that may then exist, provided that Donor shall not take any action or omit to take any action that would result in any such default or exception);

(iv) counterpart closing statements;

(v) all plans, specifications, surveys, maps, drawings, engineering, environmental and feasibility studies and reports and all other similar documents pertaining to the Property which Donor has in its possession, if any, and which had not been previously delivered to Recipient;

(vi) a Donor Certificate evidencing that the transactions contemplated hereby were properly authorized; and

(vii) such other documents as are reasonably necessary for the Title Company to insure in Recipient fee simple title to the Property as described in Section 4 hereof.

(b) Recipient shall deposit or cause to be deposited with the Escrow Agent, or prior to the Closing Date, the following funds and documents duly executed by Buyer:

(i) the Purchase Price, subject to the closing adjustments contemplated hereby and any funds sufficient to satisfy any other monetary obligation of Recipient under this Agreement;

(ii) a certified resolution of Recipient authorizing the transactions contemplated hereby (“Recipient’s Resolution”);

(iii) a certificate, in form reasonably satisfactory to Recipient and Donor (“Recipient’s Certificate”), dated as of the Closing Date and duly executed by Recipient, stating that there is no default under the covenants, representations and warranties of Recipient contained in this Agreement and, in addition, that all such representations and warranties are true and correct without exception as of the Closing Date as if made on and as of the Closing Date (or specifying in reasonable detail any defaults or exceptions that may then exist, provided that Recipient shall not take any action or omit to take any action that would result in any such default or exception);

(iv) counterpart closing statements; and

(v) such other documents as are reasonably necessary for the Title

Company to insure in Recipient fee simple title to the Property as described in Section 4 hereof.

14. Delivery and Payment.

(a) Upon Closing, the Escrow Agent shall deliver to Donor the following:

(i) the Purchase Price;

(ii) Recipient's Certificate;

(iii) Recipient's Resolution; and

(iv) counterpart closing statements executed by Recipient, Donor and Escrow Agent.

(b) Upon Closing, the Escrow Agent shall deliver to Recipient the following:

(i) the deed (after recordation);

(ii) Donor's Certificate;

(iii) counterpart closing statements executed by Recipient, Donor, and Escrow Agent;

(iv) all other items identified in Section 13(a) above; and

(v) the Policy.

15. Conditions Precedent to Closing.

(a) Recipient's obligations to consummate the transactions contemplated hereby are expressly contingent and conditional upon the satisfaction of the following:

(i) The Title Company shall, at Closing, be ready, willing and able to issue to Recipient the Policy for the Property, insuring fee simple title to the Property in Recipient, subject, however, to the condition of title described in Section 4;

(ii) Donor shall have delivered all documents required of Donor to be delivered to Recipient hereunder;

(iii) The representations and warranties of Donor set forth in Section 9 shall be true and correct as of the Closing Date;

(iv) Donor shall have performed and complied with all agreements, undertakings, covenants and obligations which are required to be performed or complied with by Donor under this Agreement at or prior to Closing, except to the extent waived by Recipient in writing; and

(v) The Property being free of all tenancies.

(b) Donor's obligations to consummate the transactions contemplated hereby are expressly contingent and conditional upon the satisfaction of the following:

(i) Recipient shall have delivered all documents required of Recipient to be delivered to Donor hereunder; and

(ii) The representations and warranties of Recipient contained in Section 10 shall be true and correct as of the Closing Date.

(c) The parties acknowledge that the conditions precedent set forth in subsection (a) above are for the benefit of Recipient and that the conditions precedent set forth in subsection (b) above are for the benefit of Donor. Unless otherwise specifically set forth herein, the date by which the conditions precedent must be satisfied shall be the Closing Date.

(d) In the event that any of the conditions precedent set forth in subsection (a) or subsection (b) above are not satisfied on or before the date by which they are required to be satisfied and the non-occurrence of said conditions precedent does not constitute a default giving rise to the effectiveness of the default provisions of Section 20, the party for whose benefit the condition precedent exists shall have the right to terminate this Agreement by written notice of termination given to the other party within ten (10) days after the date by which the condition must be satisfied, in which event all documents previously delivered to Donor or Recipient shall be returned to the party so delivering same and neither party shall have any further liability to the other hereunder (except in respect of any breach of this Agreement by Recipient prior to the termination date); provided, however, that the party for whose benefit the condition precedent exists shall have the right to waive satisfaction thereof, in which event this Agreement shall proceed to Closing as otherwise provided herein.

16. Notices. All notices, demands or communication required or permitted to be given under this Agreement shall be served upon the other party in writing by personal delivery, by registered or certified United States Mail, postage prepaid, return receipt requested, or by nationally recognized overnight courier (such as Federal Express or UPS), or when dispatched by electronic mail (with confirmation of receipt), in each case addressed to the respective parties at their respective addresses as set forth below:

If to Recipient: James Logan, City Manager
One City Hall Place
Coatesville, PA 19320
Email: jlogan@coatesville.org

With a copy to: Robert C. Jefferson, Esquire
Gawthrop Greenwood, PC
17 East Gay Street, Suite 100
West Chester, PA 19381
Email: RJefferson@gawthrop.com

If to Donor: Cleveland-Cliffs Plate LLC
c/o Cleveland-Cliffs Inc.
200 Public Square, Suite 3300
Cleveland, Ohio 44114
Attention: Traci L. Forrester, Executive Vice
President, Environmental & Sustainability
Email: Traci.Forrester@ClevelandCliffs.com

With a copy to: Cleveland-Cliffs Steel Inc.
c/o Cleveland-Cliffs Inc.
200 Public Square, Suite 3300
Cleveland, Ohio 44114
Attention:
Email: legalnotices@clevelandcliffs.com

With a copy to: Lippes Mathias LLP
50 Fountain Plaza
Suite 1700
Buffalo, New York 14202
Attention: Michael Nisengard

Any notice, demand or communication given pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon confirmed transmission by facsimile, respectively, provided that such facsimile transmission is confirmed as having occurred prior to 5:00 p.m. on a business day. If such transmission occurred after 5:00 p.m. on a business day or on a non-business day, it shall be deemed to have been given on the next business day. Any notice, demand or communication given pursuant to clause (c) shall be deemed received on the business

day immediately following deposit with the overnight courier. Any notice, demand or communication sent pursuant to clause (d) shall be deemed received three (3) business days after mailing. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, demands or communications shall be given. The refusal to accept delivery by any party or the inability to deliver any communication because of a changed address of which no notice has been given in accordance with this Section 16 shall constitute delivery.

17. Possession. Possession of the Property shall be delivered to Recipient on the Closing Date.

18. Time of Essence. Time is of the essence hereof.

19. Damage or Eminent Domain. In the event of damage to or destruction of all or any part of the Property ("Damage"), or in the event of a taking of all or a portion of the Property in eminent domain proceedings, a sale in lieu thereof, or the threat thereof ("Taking"), prior to the Closing Date, the purchase and sale transaction contemplated hereby shall continue unaffected and on the Closing Date, Donor shall pay to Recipient, without diminution or offset, any insurance proceeds paid as a result of a Damage, less all expenses incurred by Donor in connection therewith, and any award or sale price paid as a result of a Taking, less all expenses incurred by Donor in connection therewith or, if applicable, Donor shall assign and transfer to Recipient the right to receive the same subject to Recipient's obligation to pay to Donor the expenses incurred by Donor in connection therewith.

20. Default.

(a) If Recipient defaults under this Agreement, and such default continues for sixty (60) days after Recipient's receipt of written notice from Donor. Donor shall have the right to terminate this Agreement and thereafter to pursue any remedy available at law or in equity as a result of such default including, without limitation, the right to recover damages against Recipient for Recipient's default.

(b) In the event that Donor fails to consummate this Agreement for any reason other than Recipient's default or the permitted termination of this Agreement by Donor or Recipient as herein expressly provided, and such default continues for sixty (60) days after Donor's receipt of written notice from Recipient, Recipient shall be entitled to either:

(i) enforce specific performance of Donor's obligation to execute the document required to convey the Property to Recipient, it being understood and agreed that the remedy of specific performance shall not be available to enforce any other obligation of Donor hereunder. Recipient expressly waives its rights to seek damages in the event of Donor's default hereunder. Recipient shall be deemed to have elected to terminate this Agreement if Recipient fails to file suit for specific performance against Donor in a court having jurisdiction in the county and state in which the Property is located, on or before

sixty (60) days following the date upon which Closing was to have occurred.

or

(ii) pursue any remedy available at law or in equity as a result of such default including, without limitation, the right to recover damages against Donor for Donor's default but specifically excluding the right to seek specific performance, such right to specific performance being expressly limited to Recipient electing option (i) of this section.

(c) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, AND/OR IN CONNECTION WITH ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (i) WHETHER SUCH DAMAGES WERE FORESEEABLE, (ii) WHETHER OR NOT THE BREACHING PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (ii) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

21. Governing Law. The parties hereto expressly agree that the terms and conditions of this Agreement, and the subsequent performance hereunder, shall be construed and controlled in accordance with the laws of the Commonwealth of Pennsylvania. Any court of competent jurisdiction within the Commonwealth of Pennsylvania, shall be the proper forum for bringing an action to enforce or construe the provisions of this Agreement. If any court of competent jurisdiction is unable to construe any provision of this Agreement or holds any part thereof to be invalid, such holding shall in no way affect the validity of the remainder of this Agreement.

22. Entire Agreement; Disclaimer of Warranties; Limitation of Liabilities; Assumption of Liabilities; Release.

(a) This Agreement contains the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements and understandings of the parties with respect to the subject matter hereof. All prior and contemporaneous conversations, negotiations, possible and alleged agreements, representations, covenants and warranties concerning the subject matter hereof are merged herein. This Agreement may not be amended or modified except in writing signed by both parties hereto.

(b) RECIPIENT ACKNOWLEDGES THAT, EXCEPT AS EXPRESSLY CONTAINED IN THIS AGREEMENT, NEITHER DONOR NOR ANYONE ACTING FOR OR ON BEHALF OF DONOR HAS MADE ANY REPRESENTATION, STATEMENT, WARRANTY OR PROMISE TO RECIPIENT, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE CONCERNING THE CONVEYANCE OF THE PROPERTY, THE PHYSICAL ASPECTS AND CONDITION OF ANY OF THE

PROPERTY THAT IS THE SUBJECT OF THIS AGREEMENT, ANY DIMENSIONS OR SPECIFICATIONS OF ANY OF THE PROPERTY, THE FEASIBILITY, DESIRABILITY OR CONVERTIBILITY OF ANY OF THE PROPERTY INTO ANY PARTICULAR USE, OR THE PROJECTED INCOME OR EXPENSES FOR THE PROPERTY; AND THAT IN ENTERING INTO THIS AGREEMENT, RECIPIENT HAS NOT RELIED ON ANY REPRESENTATION, STATEMENT OR WARRANTY OF DONOR (EXCEPT THOSE CONTAINED IN SECTION 9), OR ANYONE ACTING FOR OR ON BEHALF OF DONOR, ALL OF WHICH ARE TO BE INDEPENDENTLY VERIFIED BY RECIPIENT; AND THAT RECIPIENT IS ACCEPTING DONATION OF THE PROPERTY ON ITS OWN INSPECTION AND EXAMINATION THEREOF AND OF ALL IMPROVEMENTS LOCATED THEREON OR USED IN CONNECTION THEREWITH; AND THAT RECIPIENT IS ACCEPTING DONATION OF SUCH PROPERTY ON THE CLOSING DATE IN ITS THEN "AS IS" AND "WHERE IS" PHYSICAL CONDITION AND ITS THEN "AS IS" AND "WHERE IS" STATE OF REPAIR WITH ALL FAULTS AND WITHOUT RECOURSE AGAINST DONOR; AND THAT RECIPIENT DOES HEREBY WAIVE, AND DONOR DOES HEREBY DISCLAIM, ALL WARRANTIES OF ANY TYPE OR KIND WHATSOEVER WITH RESPECT TO THE PROPERTY, INCLUDING, BY WAY OF DESCRIPTION, BUT NOT LIMITATION, THOSE OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TENANTABILITY, HABITABILITY AND USE. WITHOUT LIMITING THE FOREGOING, AND EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, DONOR SHALL NOT BE LIABLE TO RECIPIENT FOR ANY DAMAGE OR LOSS (INCLUDING, BUT NOT LIMITED TO LIABILITIES, COSTS AND EXPENSES) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, WHETHER IN CONTRACT OR IN TORT, OR BY REASON OF ANY LOCAL, STATE OR FEDERAL LAWS OR REGULATIONS (INCLUDING BUT NOT LIMITED TO THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, 42 U.S.C. SECTION 9601, ET SEQ., AND ALL AMENDMENTS THERETO). IN NO EVENT SHALL DONOR BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF DONOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. RECIPIENT FURTHER ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ALL DOCUMENTS, MATERIALS AND OTHER INFORMATION THAT HAVE BEEN PROVIDED BY DONOR HAVE BEEN PROVIDED WITHOUT ANY WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THEIR CONTENT, SUITABILITY FOR ANY PURPOSE, ACCURACY, TRUTHFULNESS OR COMPLETENESS AND EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, RECIPIENT SHALL NOT HAVE ANY RECOURSE AGAINST DONOR IN THE EVENT OF ANY ERRORS THEREIN OR OMISSIONS THEREFROM.

(c) Recipient waives any claim for damages because of defects, whether known

or unknown.

(d) Recipient acknowledges that it is entering into this Agreement on the basis of Recipient's own investigation of the physical conditions of the Property and Recipient assumes the risk that adverse physical conditions may not have been revealed by its investigation.

(e) Recipient waives the right to recover from the Donor Indemnitees, and forever releases the Donor Indemnitees from, any and all damages, losses, liabilities, costs or expenses whatsoever (including, reasonable attorneys' fees), and claims therefore, whether direct or indirect known or unknown, foreseen or unforeseen, that may arise on account of or in any way growing out of or connected with the physical condition of the Property or any environmental condition affecting the Property, including without limitation, (1) all liability to any government or governmental agency relating to the environmental condition of the Property, (2) any liability for injury to any person, property or otherwise resulting from any pollution of the air, water or soil, and (3) any liabilities under any federal, state or local law or regulation, including but not limited to, the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C., Section 9601 et seq. and any amendment thereto.

(f) The provisions of Sections 22 (b), (c), (d), (e) and (f) shall survive Closing and delivery of the deed without limitation and shall not be merged thereby.

23. Exculpation. This Agreement is executed by a certain representative of Donor, not individually, but solely on behalf of, and as authorized representative and in consideration for entering into this Agreement, Recipient hereby waives any rights to bring a cause of action against the individuals executing this Agreement on behalf of Donor (except for any cause of action based upon fraud), and all persons dealing with Donor must look solely to the assets of Donor for the enforcement of any claim against Donor. The obligations hereunder are not binding upon, nor shall resort be had to the private property of any of the stockholders, directors, trustees, officers, employees or agents of Donor. The limitation contained in this Section 23 shall apply to any and all agreements and documents, past, present and future, executed by Donor in connection with the transactions contemplated hereby.

24. Severability. In case any provision in this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability.

25. Assignment. This Agreement may not be assigned by either party without the express written consent of the other party.

26. Section Headings. All section headings and other titles and captions herein are for

convenience only, do not form a substantive part of this Agreement and shall not restrict or enlarge any substantive provisions hereof.

27. Pronouns. All pronouns and variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the person or persons may require.

28. Successors and Assigns. Subject to the provisions of Section 25 hereof, the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

29. Counterparts. This Agreement may be executed in counterparts and delivered by electronic transmission and all such executed counterparts shall constitute the same agreement. It shall be necessary to account for only one such counterpart in proving this Agreement.

30. Further Assurances. Each party agrees that it will without further consideration execute and deliver such other documents and take such other action, whether prior or subsequent to Closing, as may be reasonably requested by the other party to consummate more effectively the purposes or subject matter of this Agreement. Without limiting the generality of the foregoing, Recipient shall, if requested by Donor, execute acknowledgments of receipt with respect to any materials delivered by Donor to Recipient with respect to the Property. The provisions of this Section 30 shall survive Closing.

31. Press Releases, Public Announcements, Media and Government. The parties acknowledge and agree that prior to Closing (a) Donor shall take the lead and make all final determinations regarding the timing, scheduling, scope and content of any press release or public statement regarding the donation or sale of the Property and (b) Recipient shall take the lead and make all final determinations regarding the timing, scheduling, scope and content of any press releases or public statements regarding Recipient's future development of the Property, subject to Donor's consent (not to be unreasonably withheld). After Closing, the parties may issue press releases or public statements, or otherwise engage in third party communications regarding the Property or the development of the Property, subject to the confidentiality provisions of this Agreement. No such post-Closing statement by Recipient shall mention or refer to the historical or prior business operations or use of the Property by Donor or Donor's predecessors in interest. The parties agree that pre-Closing Recipient shall not contact any governmental entity or agency in relation to the Property without the prior written consent of Donor, and that pre-Closing Donor shall take the lead and make all final determinations with respect to pre-Closing contact and communication with governmental entities and agencies relating to the Property. The provisions of this Section 31 shall survive the termination of this Agreement and Closing.

32. Confidentiality. Until Closing, Recipient will treat the information disclosed to it by Donor, or otherwise gained through Recipient's access to the Property and Donor's books and records as confidential, giving it the same care as Recipient's own confidential information, and make no use of any such disclosed information not independently known to Recipient except in

connection with the transactions contemplated hereby; provided, however, that Recipient may, disclose such information: (a) to its partners, members, managers, employees, advisors, consultants, attorneys, accountants, prospective and actual investors, and lenders (the "Transaction Parties"), so long as any such Transaction Parties to whom disclosure is made shall also agree to keep all such information confidential in accordance with the terms hereof and Recipient shall be responsible for any breach hereof by any Transaction Party; and (b) if disclosure is required by law or by regulatory or judicial process, provided that in such event, Recipient shall notify Donor of such required disclosure, shall exercise all commercially reasonable efforts to preserve the confidentiality of the confidential information, including, without limitation, reasonably cooperating with Donor to obtain an appropriate order or other reliable assurance that confidential treatment will be accorded such confidential information by such tribunal and shall disclose only that portion of the confidential information which Recipient is legally required to disclose. Notwithstanding the foregoing, the confidentiality provisions of this Section 32 shall not apply to any information or document which: (i) is or becomes generally available to the public other than as a result of a disclosure in violation of this Agreement; or (ii) subject to compliance with clause (b) in this Section 32 above, is required by law or court order to be disclosed. In the event of a termination of this Agreement, Recipient shall promptly return all such confidential information to Donor. Nothing in this Agreement shall limit the terms of any confidentiality agreement entered into by Recipient in favor of Donor and/or its affiliates prior to the date of this Agreement, and it is understood and agreed that the two agreements (if applicable) are concurrently in force and effect and that the obligations of Recipient under such confidentiality agreement extend to this Agreement. The provisions of this Section 32 shall survive the termination of this Agreement and Closing.

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EXHIBIT A
DESCRIPTION AND SITE PLAN OF THE PROPERTY

- 97 South first Avenue (Parcel 16-5-271)(0.87 acres)
- 48 Maple Avenue (Parcel 16-5-298)(0.44 acres)
- 76 Maple Avenue (Parcel 16-5-302)(0.7 acres)



EXHIBIT B

AFFIDAVIT OF NON-FOREIGN STATUS
(Corporation, Partnership, Trust, Transferor Estate)

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

Section 1445 of the Internal Revenue Code of 1986, as amended, provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by _____, the undersigned hereby affirms the following on behalf of _____:

1. _____ is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
2. _____'s U.S. employer identification number is _____; and
3. _____'s office address is _____.

_____ understands that this Affidavit may be disclosed to the Internal Revenue Service by the transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury, I declare that I have examined this Affidavit and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this Affidavit on behalf of _____.

Dated: _____

Signature

Sworn to and subscribed in my presence this ____ day of _____, _____.

Notary Public

EXHIBIT C
INDUSTRIAL LAND USE RESTRICTION

As a part of the consideration supporting this conveyance, Recipient, its successors and assigns shall hold the Property subject to the following covenants, conditions, restrictions, limitations and reservations in perpetuity from the date of filing of this Deed for record:

The Property shall be used solely for industrial, manufacturing, light manufacturing, fire station, municipal parking lot, public works facility or emergency command center purposes provided that they are confined within a building or buildings and do not contribute excessive noise, dust, smoke, fumes, toxic emissions or vibrations to the surrounding environment nor present any significant hazard due to the nature of the products, materials, or processes involved. The following operations, activities and uses shall not be permitted on any part of the Property:

- (a) Any residential (multi-family, hotel and single-family);
- (b) Any office, commercial processing, assembly, research, servicing, warehousing and distribution purposes and for services related to those uses.
- (c) Any restaurant;
- (d) Gasoline service station;
- (e) Any retail department store or other retail establishment of similar size and purpose;
- (f) Any activity violating any applicable federal, state or local law, ordinance, regulation, standard, order or rule;
- (g) Any use that is offensive because of emission or odors, fumes, dust, smoke, gas, any toxic product, or other form of pollution or by reason of noise or vibration;
- (h) Any activity that causes danger to any person or property on any other part of the Property;
- (i) Drive-in theaters;
- (j) Automobile repair or painting establishments;
- (k) Automobile retail or used sales lots or businesses;
- (l) Junkyard;
- (m) Concrete or asphalt central mixing plant;

(n) Dumping, disposal, incineration or reduction of garbage, sewage, dead animals or refuse;

(o) Refining of petroleum or its products;

(p) Smelting of iron, tin, zinc or any other ores;

(q) Cemeteries;

(r) Wood and lumber bulk processing, including sawmills, planing mills and wood-preserving treatment facilities or activities;

(s) Any form of penal institution;

(t) Any quarrying or other form of excavation activity;

(u) Any activity involving blasting operations;

(v) Any activity that may cause electro-mechanical or electro-magnetic disturbances;

(w) Any activity involving disturbance to others because of radiation, air or water pollution; and

(x) Any other activity not specifically authorized or permitted under this deed or by a variance granted pursuant to applicable law.

Until they lapse, Donor may, for good cause, modify or cancel the above covenants, conditions, restrictions, limitations and reservations upon written application of Recipient, its successors and assigns.

Donor shall be permitted at all reasonable times to inspect the Property in order to ascertain if the above covenants, conditions, restrictions, limitations and reservations are being observed.

Donor shall be deemed a beneficiary of the above covenants, conditions, restrictions, limitations and reservations and shall have the right to enforce these covenants, conditions, restrictions, limitations and reservations in any court of competent jurisdiction.

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

CITY OF COATESVILLE, a Pennsylvania municipality,

By: 

Print Name: Linda Lavender Norris

Title: Council President

CLEVELAND-CLIFFS PLATE LLC, a Delaware limited liability company

By: _____

Traci L. Forrester,
Executive Vice President, Environmental &
Sustainability