

RESOLUTION NO. 1994 -30

AUTHORIZING AN EASEMENT FOR LIMITED INDUSTRIAL USE TO  
AURELIA S. VENABLES, ET AL. OVER THE LAND OF THE GREATER  
CLEVELAND REGIONAL TRANSIT AUTHORITY AT GRANT AVENUE,  
CLEVELAND, OHIO.

WHEREAS, the Greater Cleveland Regional Transit Authority is the owner of land described as the westerly 20 ft. width of Sublot No. 81 in J. H. Brecks Subdivision of part of Original 100 acre Lot No. 306, as shown by the recorded plat in Volume 17 of Maps, Page 19 of Cuyahoga County Records; and

WHEREAS, Aurelia S. Venables is the owner of land abutting this Authority's property along the eastern boarder of the above described land; and

WHEREAS, a dispute over the ownership of said land has arisen; and

WHEREAS, a grant of an easement in substantially the form presented in Attachment A, which is incorporated herein by reference, will resolve the dispute.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Greater Cleveland Regional Transit Authority, Cuyahoga County, Ohio:

Section 1: That a grant of easement in substantially the form presented in Attachment A hereto be made to Aurelia S. Venables (unmarried) and her sons, Herb Venables and John Venables, and the surviving children of said grantees, over Authority property described as follows:

Situated in the City of Cleveland, County of Cuyahoga and State of Ohio and known as being the westerly 20 ft. width of Sublot No. 81 in J. H. Brecks Subdivision of part of Original 100 acre Lot No. 306, as shown by the recorded plat in Volume 17 of Maps, Page 19 of Cuyahoga County Records.

Section 2: That the General Manager/Secretary-Treasurer be and he is hereby authorized to execute all documents necessary for the consummation of the transaction contemplated.

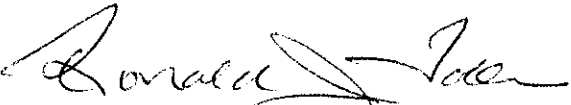
Section 3: That this resolution shall be effective immediately upon its adoption.

Section 4: That this transaction is subject to all statutes, regulations, rules, and orders obligatory upon the Greater Cleveland Regional Transit Authority.

Adopted February 15, 1994.

Attachment A: Easement for Limited Industrial Use From GCRTA to Aurelia S. Venables, et al. for a Limited Time.

Attest:

  
General Manager and Secretary-Treasurer

  
President

**ATTACHMENT A**

**EASEMENT FOR LIMITED INDUSTRIAL USE FROM  
GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY  
TO AURELIA S. VENABLES, ET AL. FOR A LIMITED TIME**

**KNOW ALL MEN BY THESE PRESENTS THAT** the Greater Cleveland Regional Transit Authority, a political subdivision of the State of Ohio, (hereinafter called "Grantor"), who claims title under instrument recorded at Volume 13869, Page 707, for valuable consideration, including without limitation the dismissal of the action brought in the Court of Common Pleas by Aurelia S. Venables, et al. against the Greater Cleveland Regional Transit Authority bearing Case Number 255991 and styled "Complaint to Quiet Title Based on Adverse Possession and for Injunctive Relief", grants, without covenants of title to Aurelia S. Venables (unmarried), and her sons, Herb Venables and John Venables (hereinafter collectively and individually referred to as the "Grantee"), and the surviving children of said Grantees, if any, a non-exclusive easement in gross in real estate of Grantor more fully described as follows:

Situated in the City of Cleveland, County of Cuyahoga and State of Ohio and known as being the westerly 20 feet width of Sublot No. 81 in J. H. Brecks' Subdivision of a part of original 100 acre Lot No. 306, as shown by the recorded plat in Volume 17 of Maps, Page 19 of Cuyahoga County Records.

A. The easement granted shall cease and terminate upon the occurrence of any one of the following events:

1. Grantee ceases to use and occupy lands located immediately east of and abutting the premises described herein for a business which would be adversely impacted by the ingress and egress of vehicles over the within described premises of Grantor.
2. The decease of the last surviving member of the described Grantees identified herein.
3. The sale of other conveyance of Grantee's abutting lands to a party not named herein.
4. The breach of performance by Grantee of any obligation assumed as a condition of this grant of easement.

B. The easement granted hereby shall be for the following purposes and for no other purposes:

1. Parking for passenger vehicles but only while the drivers of such vehicles are transacting business at Grantee's abutting premises.

2. Temporary storage of shipments to or from Grantee's manufacturing plant located on the abutting premises.
3. Temporary testing of equipment manufactured by Grantee.
4. Landscaping, maintenance and repair of the premises herein described.

C. Grantees, by accepting this deed or by exercising the rights conferred herein, covenant that as a condition of this grant:

1. The rights conferred will not be exercised in a manner that would interfere with Grantor's use of the premises including, without limitation, Grantor's invitees' pedestrian use of the premises.
2. The premises will be maintained and repaired so as to remain free of hazards to pedestrian traffic.
3. No hazardous material or waste will be used or stored on the premises and the premises will remain free of environmental contamination by contaminants within the control of Grantee.
4. Grantee shall, within three (3) days of actual notice to Grantee, give Grantor written notice of all claims arising out of the ownership or use of the premises and shall fully cooperate in the investigation and final resolution of all claims arising out of the ownership or use of the premises.
5. Grantee shall provide seven (7) days written notice to Grantor of any changes in ownership of Grantee's lands abutting the premises on the east or to any change in ownership of the business located thereon or of the death of any member of the within described class of Grantees.
6. Grantee shall permit no liens to be placed on the premises and in the event that liens are impressed upon the premises for reasons other than for work performed at the specific request of the Greater Cleveland Regional Transit Authority, Grantee will immediately cause the lien to be removed.
7. Grantee agrees that should the premises become taxable by virtue of this grant, the Grantee will promptly reimburse Grantor all costs associated with the payment of such taxes. Grantee shall have the right to oppose the change in tax status of the premises, the exercise of said rights shall be at Grantee's sole cost and expense.

Grantor reserves unto itself all right, title and privilege in and to the premises described herein, except for those rights specifically granted herein. Grantor covenants with Grantee that during the term of this grant, excepting in times of necessity not involving the delivery of regular services to the riding public and with prior consent of Grantee, Grantor shall use the premises for pedestrian traffic only.

Grantor, upon the expiration and/or termination of this easement, may record an Affidavit in accordance with Ohio Revised Code § 5301.252(B)(3) so that this easement may be extinguished from the public record.

Grantor, for itself, its successors and assigns, hereby agrees that Grantee, their surviving children and their agents, employees, visitors and invitees, shall have the nonexclusive right to use and occupy said premises for the purposes mentioned herein for so long as this easement shall continue.

To have and to hold the said easement unto the Grantee(s) and their surviving children so long as all of the events listed in Section A hereof have not occurred.

IN WITNESS WHEREOF, I have hereto set my hand this \_\_\_\_ day of February, 1994.

SIGNED IN THE PRESENCE OF:

GRANTOR

GREATER CLEVELAND REGIONAL  
TRANSIT AUTHORITY

\_\_\_\_\_  
\_\_\_\_\_

By:

\_\_\_\_\_  
RONALD J. TOBER  
General Manager/  
Secretary-Treasurer

STATE OF OHIO :  
 )SS.  
CUYAHOGA COUNTY :

Before me, a Notary Public in and for the County of Cuyahoga, State of Ohio, personally appeared the above-named Ronald J. Tober, known by me to be the General Manager and Secretary-Treasurer of the Greater Cleveland Regional Transit Authority, who acknowledged that he did sign the foregoing instrument as the duly authorized General Manager and Secretary-Treasurer pursuant to Greater Cleveland Regional Transit Authority's Resolution No. 1994 - \_\_\_\_, and that the same is the free act and deed of the Greater Cleveland Regional Transit Authority and is his free act and deed in his official capacity.

IN WITNESS WHEREOF, I have hereunto subscribed my name, affixed my official seal this \_\_\_\_ day of February, 1994.

\_\_\_\_\_  
NOTARY PUBLIC

This instrument prepared by:

Douglas L. Kohout  
Senior Counsel-Contracts/Real Estate  
GCRTA  
615 Superior Avenue, W.  
Cleveland, Ohio 44113-1877  
(216) 566-5252

ACCEPTANCE

The undersigns accept the foregoing grant and the covenants and conditions hereof.

\_\_\_\_\_  
Aurelia S. Venables

\_\_\_\_\_  
Herb Venables

\_\_\_\_\_  
John Venables

STATE OF OHIO :  
                  )SS.  
CUYAHOGA COUNTY :

Before me, a Notary Public, in and for the County of Cuyahoga, State of Ohio, personally appeared the above-named individuals known by me to be Aurelia S. Venables, Herb Venables and John Venables, each of whom acknowledge the acceptance of this deed and the covenants and conditions thereof.

Sworn to before me and subscribed in my presence this \_\_\_ day of February, 1994.

\_\_\_\_\_  
NOTARY PUBLIC