

RESOLUTION 2004-19

AUTHORIZING THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY TO ENTER INTO A PURCHASE OPTION AGREEMENT FOR THE PROPERTY BEARING PART OF CUYAHOGA COUNTY AUDITOR'S PERMANENT PARCEL NUMBER 449-27-012 ON DAY DRIVE IN PARMA, OHIO 44129, FOR THIRTY-ONE THOUSAND FIVE HUNDRED DOLLARS (\$31,500.00) FOR THE PARMATOWN TRANSIT CENTER (RTA DEVELOPMENT FUND, PROGRAMMING AND PLANNING DEPARTMENT BUDGET).

WHEREAS, Deborah Salzburg, Trustee, is the owner (as represented by RMS Corporation) of the Permanent Parcel 449-27-012 identified above and wishes to participate in this Option Agreement; and

WHEREAS, the Greater Cleveland Regional Transit Authority (Authority) has made improvements upon and presently operates a bus loop upon said property and plans to construct a transit center on this site; and

WHEREAS, the Greater Cleveland Regional Transit Authority wishes to enter into this Option Agreement to maintain the Purchase Price negotiated on the property and to maintain its present operations on the Property; and

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

Section 1. That the General Manager/Secretary-Treasurer is hereby authorized to execute the Option Agreement for this property and cause to be implemented all of the provisions of the Agreement.

Section 2. That the Option Fee is payable from the RTA Development Fund, Programming & Planning Department Budget, including but not limited to 100% Local Match funds, in the amount of \$31,500.00.

Section 3. That the General Manager/Secretary-Treasurer will bring the Purchase Agreement for the actual purchase of the property to the Board of Trustees for approval before the Option Period expires on December 31, 2004.

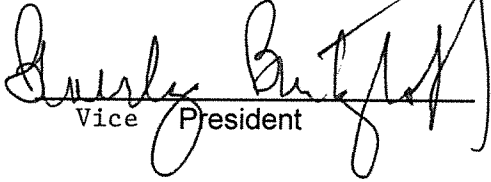
Section 4. That the Purchase Price of \$630,000.00 represents the fair market value of the property as determined by an appraisal. The Option Fee will be deducted from the Purchase Price.

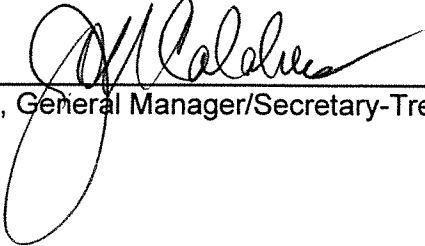
Section 5. That the Option Agreement and related services and fees are necessary to continue the development of the Parmatown Transit Center, a project that is included in the Long Range Plan and has been under development for several years.

Section 6. That this resolution shall become effective immediately upon its adoption.

Attachment: Option Agreement

Adopted: February 17, 2004

  
Vice President

Attest:   
CEO, General Manager/Secretary-Treasurer

**OPTION TO PURCHASE REAL PROPERTY BY THE  
GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY**

The Greater Cleveland Regional Transit Authority (GCRTA), 1240 West 6<sup>th</sup> Street, Cleveland, Ohio 44113-1331, a political subdivision of the State of Ohio and/or its assignees (the "Buyer"), pursuant to the authority of the Board of Trustees, agree to an option to purchase Permanent Parcel No. 449-27-012 Real Property (part) south of Day Drive, east of Ames Road, as more fully described in Attachment "A", from Deborah Salzberg, Trustee ("Seller"), 50 Public Square, Suite 1600, Cleveland, Ohio 44113 from December 1, 2003 to December 31, 2004.

**RECITALS:**

WHEREAS, the Buyer and Seller wish to enter into the Option to Purchase the following described property: Permanent Parcel No. 449-27-012 (part) hereinafter referred to as (the "Property"). The Property shall include the land described above, utility easements, hereditaments, appurtenances and fixtures there unto belonging in their present condition, and all right, title and interest, if any, of the Seller in and to any land lying in the bed of any street, road or avenue, open or proposed, in front of or adjoining the Property, to the center line thereof.

WHEREAS, the Property is currently being used by Buyer as a bus layover and turnaround and will continue to be used as such during the term of this option, with the Seller providing all routine landscaping and parking lot lighting maintenance, and the Buyer providing all routine parking lot paving/patching and snow removal.

WHEREAS, the purchase of the Property for the agreed upon purchase price of Six Hundred Thirty Thousand Dollars (\$630,000.00) is conditioned upon the Buyer receiving its

project grant funding for the purchase of the Property and construction of the Transit Center, in addition to approval of its Board of Trustees.

WHEREAS, upon the exercise of the option, Seller will simultaneously grant Buyer an exclusive perpetual easement over the area of the property described as the "Driveway" that will grant Buyer the control of the "Driveway" in return for the Buyer maintaining it as part of its Transit Center and for its filing for a tax exemption on the easement area with the Cuyahoga County Auditor's Office. Seller further acknowledges and agrees that upon the exercise of the option, Buyer will relocate the thirty- (30) foot wide driveway easement approximately twenty (20) feet west of its current location.

WHEREAS, the Buyer acknowledges that there are existing utility easements on the Property. Seller has agreed not to enter into any other agreements or grant any other easements or licenses on the proposed Property to any other party other than to Buyer until such time as Buyer notifies Seller that it has not received its project approval or grant funding for the Transit Center and it cannot go forward with the acquisition of the Property.

WHEREAS, the Seller and Buyer agree that the purchase of the Property will be subject to the Buyer's review and acceptance of all easements, licenses, and/or any other matters of record, as well as Buyer and Seller entering into a mutually acceptable Purchase and Sale Agreement.

NOW, THEREFORE:

1. OFFER. Buyer hereby offers and agrees to an option to purchase and Seller hereby agrees to an option to sell the Property under the terms and conditions provided in this offer for the consideration of Thirty One Thousand Five Hundred Dollars (\$31,500.00), ("Option Fee").

Said Option Fee shall be non-refundable and paid in full to Seller via wire transfer or check in immediately available US dollars.

A. Description of Property: The Property is as described above and more fully in Attachment "A", including the relocation of the thirty – (30) foot wide driveway easement approximately twenty (20) feet west of its current location.

B. Duration of Option: Buyer's option to purchase shall be valid from December 1, 2003 to December 31, 2004.

C. If the Buyer fails to exercise this option during the prescribed time as stated above, the Option Fee will remain the Seller's as full consideration for the option to purchase, unless the parties agree in writing to an extension of the option period.

2. PURCHASE PRICE. The final purchase price for the Property will be Six Hundred Thirty Thousand Dollars (\$630,000.00), subject to the Buyer receiving its project grant funding for the purchase of the Property and construction of the Transit Center in addition to approval of its Board of Trustees, less the \$31,500.00 Option Fee offered as consideration for the Option to Purchase. Buyer will deposit one-half (1/2) the balance of the \$630,000.00 in escrow at such time when the Buyer and Seller enter into Purchase and Sale Agreement and the remaining one-half (1/2) balance of the purchase price shall be deposited in escrow on or before the Closing date.

3. NO BROKERS. Buyer represents to the Seller that Buyer has not dealt with any broker or finder in connection with the transaction contemplated by the agreement. In the event that the acts of Seller shall result in any brokers or finders commission being found due and payable, Seller agrees to hold the Buyer harmless from the payment of any such commission or fee, and

all costs, expense and fees including reasonable attorney's fees in respect thereto.

Signed in the presence of:

GREATER CLEVELAND REGIONAL  
TRANSIT AUTHORITY

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
Joseph A. Calabrese, CEO and  
General Manager/Secretary-Treasurer

\_\_\_\_\_  
(Witness)

Date: \_\_\_\_\_, 2004

The legal form and correctness of the within  
instrument are hereby approved.

\_\_\_\_\_  
Sheryl King Benford, General Counsel  
Deputy General Manager for Legal Affairs

The above offer, terms and conditions are hereby accepted this \_\_\_ day of \_\_\_\_\_, 2004.

Signed in the presence of:

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

By: \_\_\_\_\_

\_\_\_\_\_  
(Title)

By: \_\_\_\_\_

\_\_\_\_\_  
(Title)

**Legal Addresses:**

Greater Cleveland Regional  
Transit Authority  
1240 West 6<sup>th</sup> Street  
Cleveland, Ohio 44113  
Attention: Real Estate Manager

Deborah Salzberg, Trustee  
50 Public Square, Suite 1600  
Cleveland, Ohio 44113



**NEFF & ASSOCIATES**  
A PROFESSIONAL CORPORATION  
ENGINEERS • PLANNERS  
LANDSCAPE ARCHITECTS  
SURVEYORS

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Legal Description

Parcel A

January 20, 2003

Revised June 16, 2003

File No. 12519-LD001

Situated in the City of Parma, County of Cuyahoga, State of Ohio and known as being part of Original Parma Township, Lot No. 9, Ely Tract and is further bounded and described as follows:

Beginning at a 5/8" iron pin found at the intersection of the center line of North Church Drive (60 feet wide) with the Westerly line of said Original Lot No. 9, Ely Tract. Thence South 00°-25'-30" West, along said Westerly line of Original Lot No. 9, Ely Tract, a distance of 4.54 feet to a P.K. nail found at the intersection with the Westerly prolongation of the center line of Day Drive (100 feet wide). Thence South 89°-41'-40" East, along said Westerly prolongation and along said center line of Day Drive, a distance of 69.81 feet. Thence South 00°-18'-20" West, a distance of 60.00 feet to the Southerly right of way line of said Day Drive at the Easterly terminus of a curved turnout with Ames Road (80 feet wide). Thence South 89°-41'-40" East, along said Southerly right of way line of Day Drive, a distance of 150.06 feet to the Northeasterly corner of a parcel of land conveyed to Milkmart Property II LLC by deed recorded in A.F.N. 200301220665 of Cuyahoga County Records and the principal place of beginning of the land herein described. Said corner marked by a 5/8" iron pin found bent South 14°-37'-19" East, a distance of 1.06 feet;

Course 1 Thence South 00°-25'-30" West, along the Easterly line of land so conveyed to Milkmart Property II LLC and along the Easterly line of a parcel of land conveyed to Carol Natsis and Natsis, Inc. by deed recorded in Volume 93-10701, Page 19 of Cuyahoga County Records, a distance of 265.00 feet to a 5/8" iron pin found at the Southeasterly corner of land so conveyed to Carol Natsis and Natsis, Inc.;

Course 2 Thence South 89°-41'-40" East, along the Easterly prolongation of the Southerly line of land so conveyed to Carol Natsis and Natsis, Inc., a distance of 295.00 feet to a 5/8" iron pin (#7065) set in the Westerly line of a parcel of land conveyed to James Ratner, Successor Trustee by deed recorded in A.F.N. 200201221152 of Cuyahoga County Records;

Course 3 Thence North 00°-25'-30" East, along said Westerly line of land so conveyed to James Ratner, Successor Trustee, a distance of 265.00 feet to a 5/8" iron pin (Bock & Clark) found at the Northwesterly corner thereof and the Southerly right of way line of Day Drive, as aforesaid;

Page 2

January 20, 2003

Revised June 16, 2003

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Course 4 Thence North  $89^{\circ}-41'-40''$  West, along said Southerly right of way line of Day Drive, a distance of 295.00 feet to the principal place of beginning and containing 1.7947 Acres (78,175 Square Feet) of land according to a survey made by Thomas J. Neff, Jr. Registered Surveyor No. 7065-Ohio in January of 2003.

The subject premises being part of Parcel No. 8 of land conveyed to Albert B. Ratner, Trustee for "Parmatown Trust" by deed recorded in A.F.N. 199901040265 of Cuyahoga County Records.

The basis of bearings for the premises surveyed is South  $89^{\circ}-41'-40''$  East, as the center line of Day Drive as evidenced by the recorded plat in Volume 171 of Maps, Page 4 of Cuyahoga County Records.

Be the same more or less but subject to all legal highways.

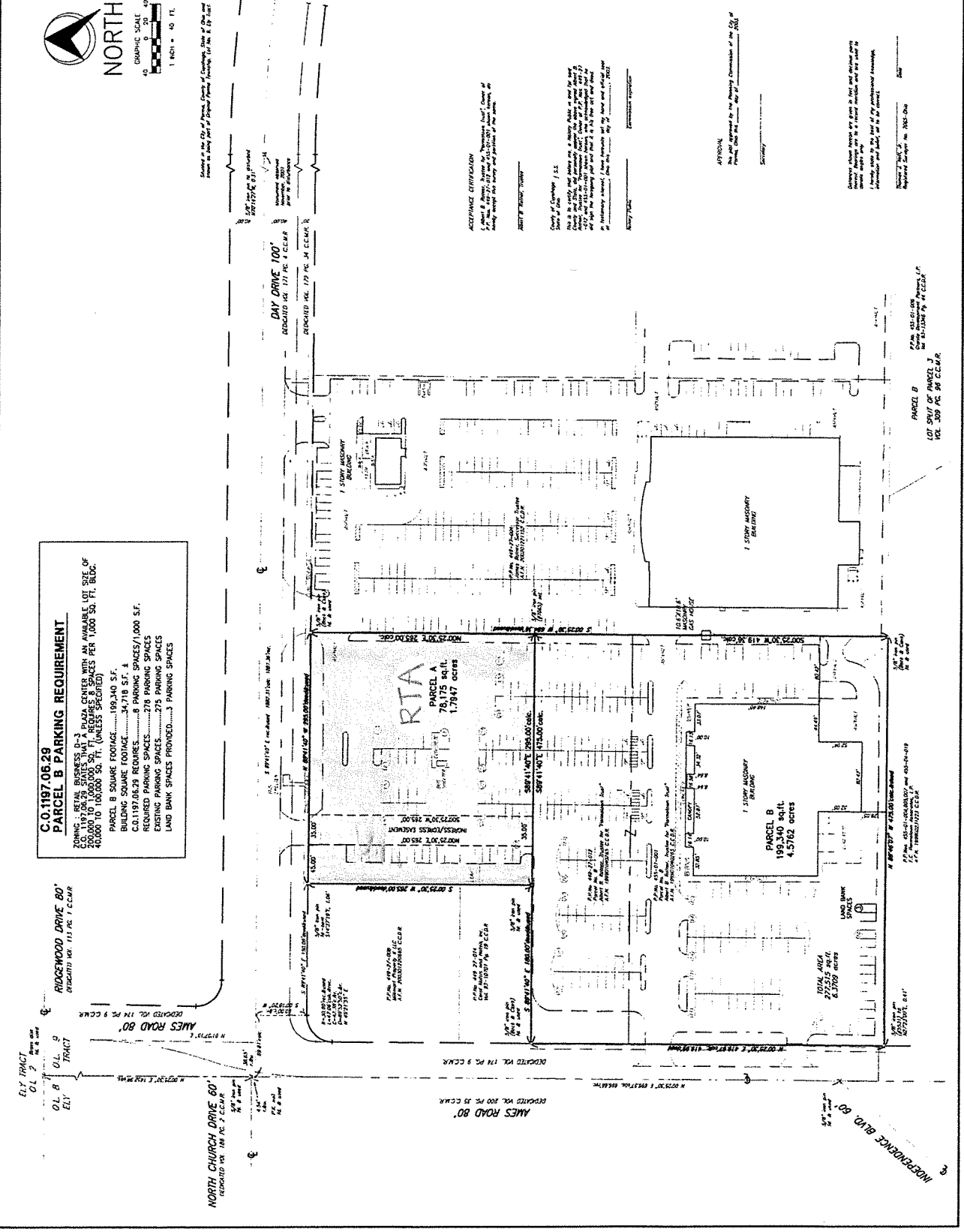




**C.O.1197.06.29  
 PARCEL B PARKING REQUIREMENT**

ZONING - RETAIL BUSINESS D-3 PLAZA SITUATED WITH AN AVAILABLE LOT USE OF 200,000 TO 1,000,000 SQ. FT. REQUIRES 8 SPACES PER 1,000 SQ. FT. BLDG. 40,000 TO 100,000 SQ. FT. (UNLESS SPECIFIED)

PARCEL B SQUARE FOOTAGE.....199,340 S.F.  
 BUILDING SQUARE FOOTAGE.....34,718 S.F. 4  
 C.O.1197.06.29 REQUIRES.....8 PARKING SPACES/1,000 S.F.  
 REQUIRED PARKING SPACES.....278 PARKING SPACES  
 EXISTING PARKING SPACES.....278 PARKING SPACES  
 LAND BANK SPACES PROVIDED.....3 PARKING SPACES



Survey of the City of Parma, Ohio, of the Parcel of Land, State of Ohio, and  
 shown as being part of the Parma Public Trust, Parcel No. 10, C.O. 1197.06.29

**ACCEPTANCE CERTIFICATION**  
 I, Albert R. Matern, Trustee of the Parma Public Trust, hereby certify that the above described land is being conveyed into the custody and possession of the State.

**ALBERT R. MATERN TRUSTEE**  
 State of Ohio  
 County of Cuyahoga  
 This is to certify that Albert R. Matern, Trustee of the Parma Public Trust, is duly qualified to execute the above described conveyance. I hereby certify that the above described land is being conveyed into the custody and possession of the State.

**APPROVAL**  
 The plat approved by the Planning Commission of the City of Parma, Ohio, on the 11th day of May, 2010.

Surveyor  
 State of Ohio  
 County of Cuyahoga  
 I hereby certify that the above described land is being conveyed into the custody and possession of the State.

Parcel B  
 LOT 501 OF PARCEL J  
 192,309 AC. 96 CC&R



Greater Cleveland Regional Transit Authority  
**STAFF SUMMARY AND COMMENTS**

J-7

<b>TITLE/DESCRIPTION:</b> AUTHORIZING THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY TO ENTER INTO A PURCHASE OPTION AGREEMENT FOR THE PROPERTY BEARING PART OF CUYAHOGA COUNTY AUDITOR'S PERMANENT PARCEL NUMBER 449-27-012 ON DAY DRIVE IN PARMA, OHIO 44129, FOR THIRTY-ONE THOUSAND FIVE HUNDRED DOLLARS (\$31,500.00) FOR THE PARMATOWN TRANSIT CENTER (RTA DEVELOPMENT FUND, PROGRAMMING AND PLANNING DEPARTMENT BUDGET.)	<b>Resolution No.:</b> 2004-19
	<b>Date:</b> February 12, 2004
	<b>Initiator:</b> Programming & Planning
<b>ACTION REQUEST:</b> <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review/Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other _____	

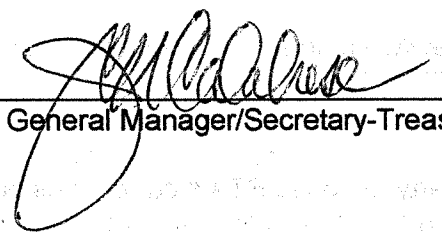
- 1.0 **PURPOSE/SCOPE:** The purpose of entering into this Option Agreement is to provide a legal right to this property to house RTA's current bus operations, and establish the purchase price and right to this property for the development of the Parmatown Transit Center. The Authority has been trying to develop this Transit Center hub for many years and has been stymied by the lack of suitable land available for a transit center facility. The City of Parma, the Authority, and the Mall Owner concur that this is a suitable site for the proposed transit center.
- 2.0 **DESCRIPTION/JUSTIFICATION:** The Parmatown Transit Center is a vital link in the development of the Authority's Suburban hub service delivery system. The development of this center will provide a comfortable, convenient, climate-controlled passenger waiting building for customers. In addition to allowing the Authority a hub from which to more efficiently and effectively serve this important community and area of the County. The development and operation of this Center will save the Authority operating funds while providing more effective service. This site is currently being used for a bus loop since bus operations had to be relocated because of the construction of the Walmart on the mall property.
- 3.0 **PROCUREMENT BACKGROUND:** Does Not Apply.
- 4.0 **DBE/AFFIRMATIVE ACTION BACKGROUND:** Does Not Apply.
- 5.0 **POLICY IMPACT:** This project is part of the Long Range Plan and included in the Capital Improvement Budget. It ranks first in the priority list of the Transit Center list because of the amount of service provided in this area of the County.
- 6.0 **ECONOMIC IMPACT:** The Option fee is payable from the Development Fund, Programming and Planning Department Budget, including but not limited to 100% local funds. The Authority has applied to ODOT for funds for this project. The execution of the Option Agreement enhances the project's readiness for ODOT funding. The operation of this Center will allow the Authority to provide more efficient service to this area saving operating dollars. The \$31,500.00 option fee will be deducted from the \$630,000.00 purchase price. The purchase price represents the Fair Market Value of the property as determined through an appraisal.
- 7.0 **ALTERNATIVES:** The alternatives include: Do nothing and develop this center in an alternate location. Doing Nothing will compromise the Authority's present ability to serve the area as it is the site of an existing bus loop. It would also jeopardize the funding and negotiations that have taken place for this Transit Center. There is no alternative location suitable for the transit center facility. The Authority has been actively looking and planning for almost a decade in this area for

the transit center. The City of Parma, the Mall, and the Authority concur this is the best site for this facility.

**8.0 RECOMMENDATION:** This project was discussed with the Planning & Development committee at the February 10, 2004 meeting and was referred to the Full Board of Trustees for approval.

**9.0 ATTACHMENTS:** None

Recommended and certified as appropriate to the availability of funds, legal form and conformance with the Procurement requirements.



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**CEO, General Manager/Secretary-Treasurer**