

RESOLUTION NO. 2005-80

AUTHORIZING THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY TO ENTER INTO PURCHASE AGREEMENTS TO PURCHASE A PERMANENT AND TEMPORARY EASEMENT FOR THE EUCLID CORRIDOR TRANSPORTATION PROJECT FOR: A.) ECTP PARCEL NUMBER 173, BEARING CUYAHOGA COUNTY AUDITOR'S PERMANENT PARCEL NUMBER 118-04-013 AND LOCATED AT 6201-6211 EUCLID AVENUE IN CLEVELAND, OHIO IN THE AMOUNT OF \$8,079.00. B.) ECTP PARCEL NUMBER 132, BEARING CUYAHOGA COUNTY AUDITOR'S PERMANENT PARCEL NUMBERS 103-07-005 AND 103-07-006 LOCATED AT 3635 EUCLID AVENUE IN CLEVELAND, OHIO IN THE AMOUNT OF \$5,205.00. C.) ECTP PARCEL NUMBER 131, BEARING CUYAHOGA COUNTY AUDITOR'S PERMANENT PARCEL NUMBERS 103-07-011 AND 103-07-012 AND LOCATED AT 3600 EUCLID AVENUE IN CLEVELAND, OHIO IN THE AMOUNT OF \$2,684.00. D.) ECTP PARCEL NUMBER 146, BEARING CUYAHOGA COUNTY AUDITOR'S PERMANENT PARCEL NUMBERS 103-09-012, 103-09-013 AND 103-09-014 LOCATED AT 4108-4200 EUCLID AVENUE IN CLEVELAND, OHIO IN THE AMOUNT OF \$4,574.00. E.) ECTP PARCEL NUMBER 215, BEARING CUYAHOGA COUNTY AUDITOR'S PERMANENT PARCEL NUMBERS 118-10-015, 118-10-092 AND 118-10-016 LOCATED AT 7829 EUCLID AVENUE IN CLEVELAND, OHIO IN THE AMOUNT OF \$4,866.00. F.) ECTP PARCEL NUMBER 191, BEARING CUYAHOGA COUNTY AUDITOR'S PERMANENT PARCEL NUMBER 118-13-010 LOCATED AT 6806 EUCLID AVENUE IN CLEVELAND, OHIO IN THE AMOUNT OF \$12,048.00, FOR THE TOTAL AMOUNT OF \$37,456.00 (RTA DEVELOPMENT FUND-EUCLID CORRIDOR TRANSPORTATION PROJECT DEPARTMENT BUDGET).

WHEREAS, the Greater Cleveland Regional Transit Authority requires property acquisition for the purpose of making and repairing roads to better improve public transportation in Cleveland and the acquisition of right of way in conjunction therewith; and

WHEREAS, the Greater Cleveland Regional Transit Authority plans to construct the Euclid Corridor Transportation Project – bid package C-O3 on a portion of this site and therefore must acquire a temporary and permanent easement from each of the following parcels: A) Parcel 173, B) Parcel 132, C) Parcel 131, D) Parcel 146, E) Parcel 215 and F) Parcel 191; and

WHEREAS: A) Robert Cipriani and Janet R. Cipriani, trustees of the Cipriani Family Revocable Living Trust is the owner of Parcel 173, B) Board of Trustees of the Ancient Accepted Scottish Rite of Freemasonry, Valley of Cleveland is the owner of Parcel 132, C) 3600 Properties, LLC, is the owner of Parcel 131, D) The Most Reverend Anthony M. Pilla, Bishop of the Roman Catholic Diocese of Cleveland is the owner of Parcel 146, E) Community Development Properties-Cleveland, Inc. is the owner of Parcel 215, and F) 6820 Euclid LLC is the owner of Parcel 191, as identified above and all are willing to sell a temporary and permanent easement to the Greater Cleveland Regional Transit Authority; and

WHEREAS, the purchase price is based upon the fair market value of the property as determined by the property appraisal reports. A Review Appraiser approved the Fair Market Value Estimate in each appraisal report; and

WHEREAS, the Greater Cleveland Regional Transit Authority wishes to enter into Purchase Agreements for the purchase of a temporary and permanent easement with each of the following: A) Robert Cipriani and Janet R. Cipriani, trustees of the Cipriani Family Revocable

Living Trust in the amount \$8,079.00. B) Board of Trustees of the Ancient Accepted Scottish Rite of Freemasonry, Valley of Cleveland in the amount of \$5,205.00. C) 3600 Properties, LLC. in the amount of \$2,684.00. D) The Most Reverend Anthony M. Pilla, Bishop of the Roman Catholic Diocese of Cleveland in the amount of \$4,574.00, E) Community Development Properties-Cleveland, Inc. in the amount of \$4,866.00, and F) 6820 Euclid LLC in the amount of \$12,048.00.

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 a Purchase Agreement for a permanent and temporary easement for these properties and all other documents required to acquire and transfer this real estate.

Section 2. That the Total Purchase Price of \$37,456.00 is based upon the fair market value of the property as determined by the property appraisal reports, as approved by a Review Appraiser, and is within the settlement authority approved by the Federal Transit Administration.


Section 3. That the Purchase Price is payable from the RTA Development Fund, Euclid Corridor Transportation Project Department Budget, including but not limited to Capital Grant OH-03-0247 in the amount of \$23,410.00 and Capital Grant OH-90-X484-01 in the amount of \$14,046.00 for a total amount of \$37,456.00 (\$29,964.80 in Federal funds which represents 80% of the total cost). Federal funds under Capital Grant OH-90-X484-01 are made available through the Ohio Department of Transportation.

Section 4. That the execution of a purchase agreement and acquisition of a permanent and temporary easement from each of these owners is necessary to carry out the Euclid Corridor Transportation Project.

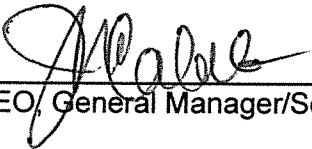
Section 5. That this resolution shall become effective immediately upon its adoption.

Attachment: Maps and legal descriptions (Attachments A – F)
Property Interest spreadsheet (Exhibit 1)

Adopted: June 21, 2005



President

Attest: 

CEO, General Manager/Secretary-Treasurer

**PARCEL 173-SH
GCRTA-PROJ. 38-CO3
PERPETUAL EASEMENT FOR HIGHWAY PURPOSES
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS**

An exclusive perpetual easement for public highway and road purposes, including, but not limited to any utility construction, relocation and/or utility maintenance work deemed appropriate by the Greater Cleveland Regional Transit Authority and the City of Cleveland, its successors and assigns forever.

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area. (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

Situated in the City of Cleveland, County of Cuyahoga, and State of Ohio and being known as a part of Original 100 Acre Lot No. 337, being also a part of land conveyed to Robert A. and Janet R. Cipriani by Instrument No.199909300051 on file in the Cuyahoga County Recorder's Office and being a parcel of land lying on the left side of the centerline of right of way of Euclid Avenue, bounded and described as follows;

Beginning at the intersection of the northerly right of way of Euclid Avenue and the westerly right of way of East 63rd Street at 40.00 feet left of centerline of right of way of Euclid Avenue Station 225+02.84 and 23.00 feet left of centerline of right way and construction of East 63rd Street Station 50+45.35;

- 1) Thence North 87° 08' 46" West along said northerly right of way, 88.39 feet to a point 40.00 feet left of centerline of right of way of Euclid Avenue Station 224+14.45;
- 2) Thence leaving right of way North 01° 03' 04" West, 3.13 feet to a point 43.12 feet left of centerline of right of way of Euclid Avenue Station 224+14.24;
- 3) Thence North 89° 55' 21" East, 78.21 feet to a point 47.12 feet left of centerline of right of way of Euclid Avenue Station 224+92.34 and 33.00 feet left of centerline of right way and construction of East 63rd Street Station 50+53.15;
- 4) Thence North 42° 14' 02" East, 14.61 feet to a point on the westerly right of way of East 63rd Street at 58.41 feet left of centerline of right of way of Euclid Avenue Station 225+01.61 and 23.00 feet left of centerline of right way and construction of East 63rd Street Station 50+63.80;
- 5) Thence South 00° 58' 06" East along said right of way, 18.45 feet to the point of beginning.

Containing within said bounds 0.0121 acres of land in Parcel 118-04-013.

Bearings are based on Ohio State Plane, North Zone NAD83 (1995) Grid North.

The stations referred to herein are from the centerline of right of way of Euclid Avenue and the centerline of right of way and construction of East 63rd Street.

This description was prepared by KS Associates, Inc. under the supervision of Mark A. Yeager, Professional Surveyor, Ohio No. 7289.

Date:

11/3/04

Mark A. Yeager
Mark A. Yeager, P.S. 7289



RX250
Rev. 04/03

PID	173T
PARCEL	GCRTA-PROJ.38-CO3
CTY-RTE-SEC	November 19, 2004
Version Date	

**PARCEL 173-T
GCRTA-PROJ.38-CO3
TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY FOR
ROADWAY CONSTRUCTION
FOR APPROXIMATELY 24 MONTHS FROM THE DATE OF ENTRY**

Situated in the City of Cleveland, County of Cuyahoga, and State of Ohio and being known as a part of Original 100 Acre Lot No. 337, being also a part of land conveyed to Robert A. and Janet R. Cipriani by Instrument No.199909300051 on file in the Cuyahoga County Recorder's Office and being a parcel of land lying on the left side of the centerline of right of way of Euclid Avenue, bounded and described as follows;

Beginning at a point on the westerly right of way of East 63rd Street at 58.41 feet left of centerline of right of way of Euclid Avenue Station 225+01.61 and 23.00 feet left of centerline of right of way and construction of East 63rd Street Station 50+63.80, which point is 18.45 feet distant northerly from the northerly right of way of Euclid Avenue;

- 1) Thence leaving said right of way South 42° 14' 02" West, 14.61 feet to a point 47.12 feet left of centerline of right of way of Euclid Avenue Station 224+92.34 and 33.00 feet left of centerline of right of way and construction of East 63rd Street Station 50+53.15;
- 2) Thence South 89° 55' 21" West, 78.21 feet to a point 43.12 feet left of centerline of right of way of Euclid Avenue Station 224+14.24;
- 3) Thence North 01° 03' 04" West, 10.00 feet to a point 53.10 feet left of centerline of right of way of Euclid Avenue Station 224+13.56;
- 4) Thence North 89° 55' 21" East, 73.96 feet to a point 56.88 feet left of centerline of right of way of Euclid Avenue Station 224+87.42;
- 5) Thence North 42° 14' 02" East, 6.23 feet to a point 61.69 feet left of centerline of right of way of Euclid Avenue Station 224+91.37 and 33.00 feet left of centerline of right of way and construction of East 63rd Street Station 50+67.76;
- 6) Thence North 00° 58' 06" West, 50.24 feet to a point 33.00 feet left of centerline of right of way of East 63rd Street Station 51+18.00;
- 7) Thence North 35° 24' 08" East, 16.86 feet to a point on the westerly right of way of East 63rd Street 23.00 feet left of centerline of right of way of East 63rd Street Station 51+31.58;
- 8) Thence South 00° 58' 06" East, 67.78 feet along said right of way to the point of beginning.

Containing within said bounds 0.0334 acres of land in Parcel 118-04-013.

Bearings are based on Ohio State Plane, North Zone NAD83 (1995) Grid North.

RX250
Rev. 04/03

PID
PARCEL
CTY-RTE-SEC
Version Date

173T
GCRTA-PROJ.38-CO3
November 19, 2004

The stations referred to herein are from the centerline of right of way of Euclid Avenue and the centerline of right of way and construction of East 63rd Street.

This description was prepared by KS Associates, Inc. under the supervision of Mark A. Yeager, Professional Surveyor, Ohio No. 7289.

Date:

11/19/04

Mark A. Yeager
Mark A. Yeager, P.S. 7289

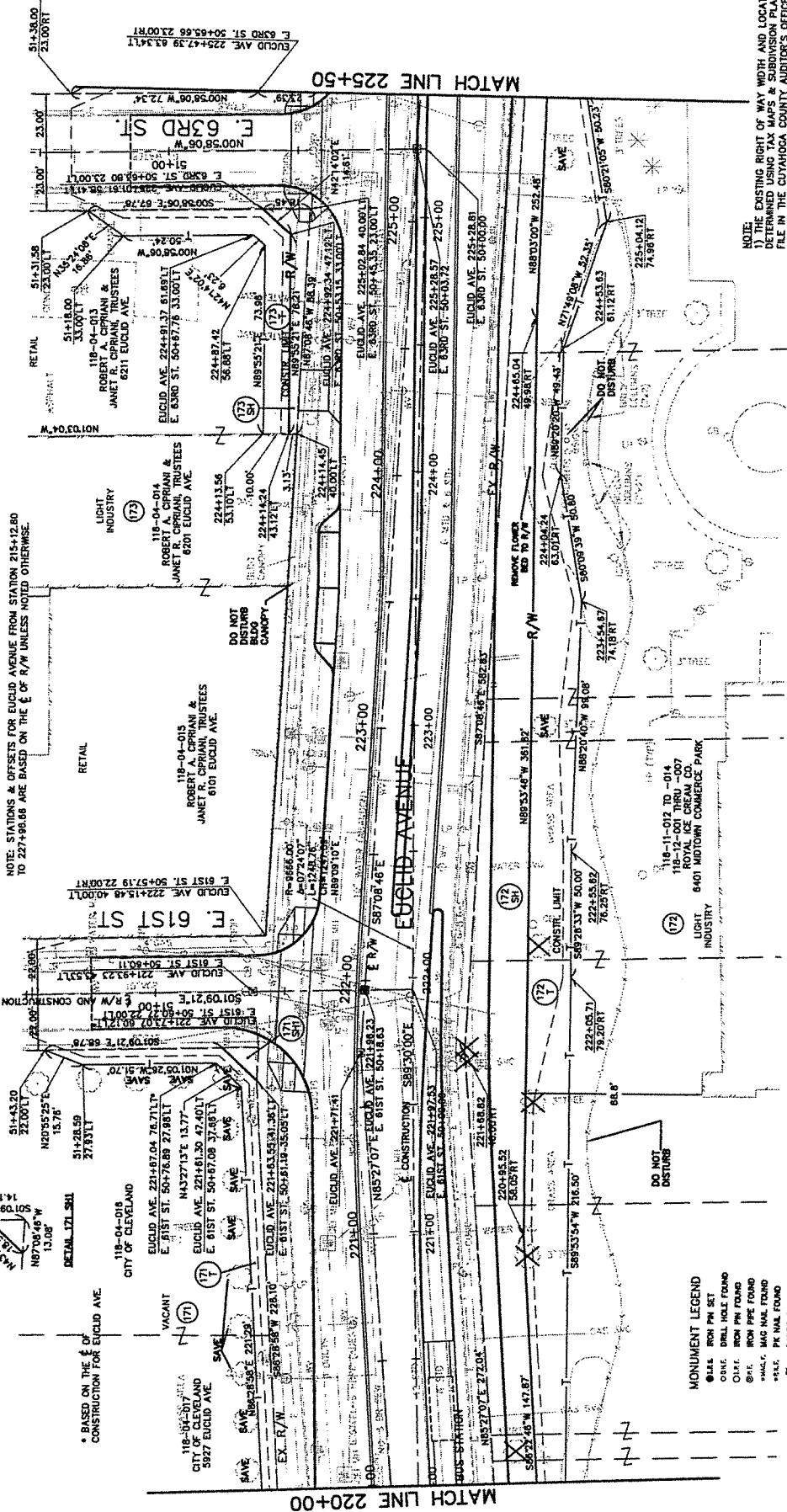


EUCLID CORRIDOR TRANSPORTATION PROJECT CITY OF CLEVELAND AND EAST CLEVELAND CUYAHOGA COUNTY STATE OF OHIO

NOTE: STATIONS & OFFSETS FOR EUCLID AVENUE FROM STATION 215+12.80
TO 227+90.66 ARE BASED ON THE E OF R/W UNLESS NOTED OTHERWISE.

EUCLID AVE. 221+72.99 74.2617
E. 61ST ST. 50+74.41 22.0017

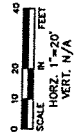
* BASED ON THE E OF CONSTRUCTION FOR EUCLID AVE.



NOTE:
1) THE EXISTING RIGHT OF WAY WIDTH AND LOCATION WERE DETERMINED USING TAX MAPS & SURVEY RECORDS ON FILE IN THE CUYAHOGA COUNTY AUDITOR'S OFFICE, CUYAHOGA COUNTY RECORDER'S OFFICE, ALSO, FIELD LOCATION OF MONUMENTS AND MONUMENT RECORDS FROM THE CITY OF CLEVELAND FIELD BOOKS WERE USED.
2) THE TOPOGRAPHIC FEATURES SHOWN HEREON ARE CURRENT AS OF 7/29/04.

- MONUMENT LEGEND**
- BULL IRON PIN SET
 - CONE DRILL HOLE FOUND
 - CRT. IRON PIPE FOUND
 - CRT. IRON PIPE FOUND
 - SILE. BKG NAIL FOUND
 - SILE. PK NAIL FOUND
 - RAILROAD SPIKE FOUND
 - EX. EXISTING MONUMENT
 - PROPOSED MONUMENT

REVISION BLOCK	
1	DESIGN FILE: 371000-372189
2	DESIGN BY: [REDACTED]
3	CHKD BY: [REDACTED]
4	DATE: 5/20/05
5	SCALE: HORIZ. 1"=20'
6	VERT. N/A
7	



Wilbur Smith Associates
CLEVELAND, OHIO



ROW PLAN
EUCLID AVENUE
STA. 220+00 TO STA. 225+50
BID PACKAGE 38 - C03

SHEET NO.
RW131
RW162

TOTAL SHEETS
34 OF 44

**PARCEL 132-SH
GCRTA-PROJ. 38-CO3
PERPETUAL EASEMENT FOR HIGHWAY PURPOSES
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS**

An exclusive perpetual easement for public highway and road purposes, including, but not limited to any utility construction, relocation and/or utility maintenance work deemed appropriate by the Greater Cleveland Regional Transit Authority and the City of Cleveland, its successors and assigns forever.

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area. (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

Situated in the City of Cleveland, County of Cuyahoga, and State of Ohio and being known as a part of Original 10 Acre Lot No. 91, being also a part of the land conveyed to Board of Trustees of the Ancient Accepted Scottish Rite of Freemasonry, Valley of Cleveland, an Unincorporated Association by Volume 12731, Page 287 on file in the Cuyahoga County Recorder's Office and being a parcel of land lying on the left side of the centerline of right of way and construction of Euclid Avenue, bounded and described as follows;

Beginning at the intersection of the northerly right of way of Euclid Avenue and the easterly right of way of East 36th Street at 49.50 feet left of centerline of right of way and construction of Euclid Avenue Station 182+20.13 and 30.00 feet right of centerline of right of way and construction of East 36th Street Station 50+49.54;

- 1) Thence North 08° 56' 41" West along said easterly right of way of East 36th Street 21.50 feet to a point at 71.00 feet left of centerline of right of way and construction of Euclid Avenue Station 182+20.16 and 30.00 feet right of centerline of right of way and construction of East 36th Street Station 50+71.04;
- 2) Thence leaving said easterly right of way North 80° 58' 29" East, 1.00 feet to a point at 71.00 feet left of centerline of right of way and construction of Euclid Avenue Station 182+21.16 and 31.00 feet right of centerline of right of way and construction of East 36th Street Station 50+71.04;
- 3) Thence South 08° 56' 41" East, 20.00 feet to a point at 51.00 feet left of centerline of right of way and construction of Euclid Avenue Station 182+21.13 and 31.00 feet right of centerline of right of way and construction of East 36th Street Station 50+51.04;
- 4) Thence North 80° 58' 29" East, 35.00 feet to a point at 51.00 feet left of centerline of right of way and construction of Euclid Avenue Station 182+56.13 and 66.00 feet right of centerline of right of way and construction of East 36th Street Station 50+51.09;
- 5) Thence South 08° 56' 41" East, 1.50 feet to a point on said northerly line of Euclid Avenue at 49.50 feet left of centerline of right of way and construction of Euclid Avenue Station 182+56.13 and 66.00 feet right of centerline of right of way and construction of East 36th Street Station 50+49.59;
- 6) Thence South 80° 58' 29" West along said right of way 36.00 feet to the point of beginning..

Containing within said bounds 0.0017 acres of land in Parcel 103-07-005.

RX 270
Rev. 04/03

PID
PARCEL 132SH
CTY-RTE-SEC GCRTA-PROJ. 38-CO3
Version Date December 21, 2004

Bearings are based on Ohio State Plane, North Zone NAD83 (1995) Grid North.

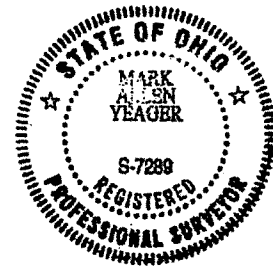
The stations referred to herein are from the centerline of right of way and construction of Euclid Avenue and the centerline of right of way and construction of East 36th Street.

This description was prepared by KS Associates, Inc. under the supervision of Mark A. Yeager, Professional Surveyor, Ohio No. 7289.

Date:

12/22/04

Mark A. Yeager
Mark A. Yeager, P.S. 7289



RX250
Rev. 04/03PID
PARCEL 132T
CTY-RTE-SEC GCRTA-PROJ.38-CO3
Version Date November 19, 2004

PARCEL 132-T
GCRTA-PROJ.38-CO3
TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY FOR
ROADWAY CONSTRUCTION
FOR APPROXIMATELY 24 MONTHS FROM THE DATE OF ENTRY

Situated in the City of Cleveland, County of Cuyahoga, and State of Ohio and being known as a part of Original 10 Acre Lot No. 91, being also a part of the land conveyed to the Board of Trustees of the Ancient Accepted Scottish Rite of Freemasonry, Valley of Cleveland, an Unincorporated Association by Volume 12731, Page 287 and by Volume 12751 Page 823 on file in the Cuyahoga County Recorder's Office and being a parcel of land lying on the left side of the centerline of right of way and construction of Euclid Avenue, bounded and described as follows;

Beginning at the southeasterly corner of the grantor and on the northerly right of way of Euclid Avenue at 49.50 feet left of centerline of right of way and construction of Euclid Avenue Station 184+24.11;

- 1) Thence South 80° 58' 29" West along said right of way 167.98 feet to a point 49.50 feet left of centerline of right of way and construction of Euclid Avenue Station 182+56.13 and 66.00 feet right of centerline of right of way and construction of East 36th Street Station 50+49.59;
- 2) Thence leaving said right of way North 08° 56' 41" West, 1.50 feet to point at 51.00 feet left of centerline of right of way and construction of Euclid Avenue Station 182+56.13 and 66.00 feet right of centerline of right of way and construction of East 36th Street Station 50+51.09;
- 3) Thence South 80° 58' 29" West, 35.00 feet to point at 51.00 feet left of centerline of right of way and construction of Euclid Avenue Station 182+21.13 and 31.00 feet right of centerline of right of way and construction of East 36th Street Station 50+51.04;
- 4) Thence North 08° 56' 41" West, 20.00 feet to point at 71.00 feet left of centerline of right of way and construction of Euclid Avenue Station 182+21.16 and 31.00 feet right of centerline of right of way and construction of East 36th Street Station 50+71.04;
- 5) Thence South 80° 58' 29" West, 1.00 feet to a point on the easterly right of way line of East 36th Street at 71.00 feet left of centerline of right of way and construction of Euclid Avenue Station 182+20.16 and 30.00 feet right of centerline of right of way and construction of East 36th Street Station 50+71.04;
- 6) Thence North 08° 56' 41" West along said right of way 47.44 feet to a point at 30.00 feet right of centerline of right of way and construction of East 36th Street Station 51+18.48;
- 7) Thence leaving said right of way South 46° 16' 02" East, 16.49 feet to a point at 40.00 feet right of centerline of right of way and construction of East 36th Street Station 51+05.36;

RX250
Rev. 04/03

PID	132T
PARCEL	
CTY-RTE-SEC	GCRTA-PROJ.38-CO3
Version Date	November 19, 2004

- 8) Thence South 08° 56' 41" East, 45.81 feet to a point at 59.50 feet left of centerline of right of way and construction of Euclid Avenue Station 182+30.14 and 40.00 feet right of centerline of right of way and construction of East 36th Street Station 50+59.56;
- 9) Thence North 80° 58' 29" East, 193.97 feet to a point at 59.50 feet left of centerline of right of way and construction of Euclid Avenue Station 184+24.11;
- 10) Thence South 09° 00' 16" East along the westerly line of lands conveyed to The American National Red Cross by Volume 89-1438 Page 34 on file in the Cuyahoga County Recorder's Office 10.00 feet to the point of beginning.

Containing within said bounds 0.0572 acres of land of which 0.0317 acres lie in Parcel 103-07-005 and 0.0255 acres lie in Parcel 103-07-006.

Bearings are based on Ohio State Plane, North Zone NAD83 (1995) Grid North.

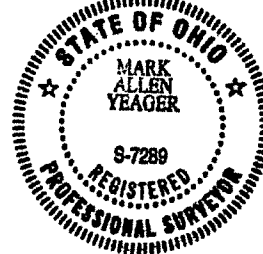
The stations referred to herein are from the centerline of right of way and construction of Euclid Avenue and the centerline of right of way and construction of East 36th Street.

This description was prepared by KS Associates, Inc. under the supervision of Mark A. Yeager, Professional Surveyor, Ohio No. 7289.

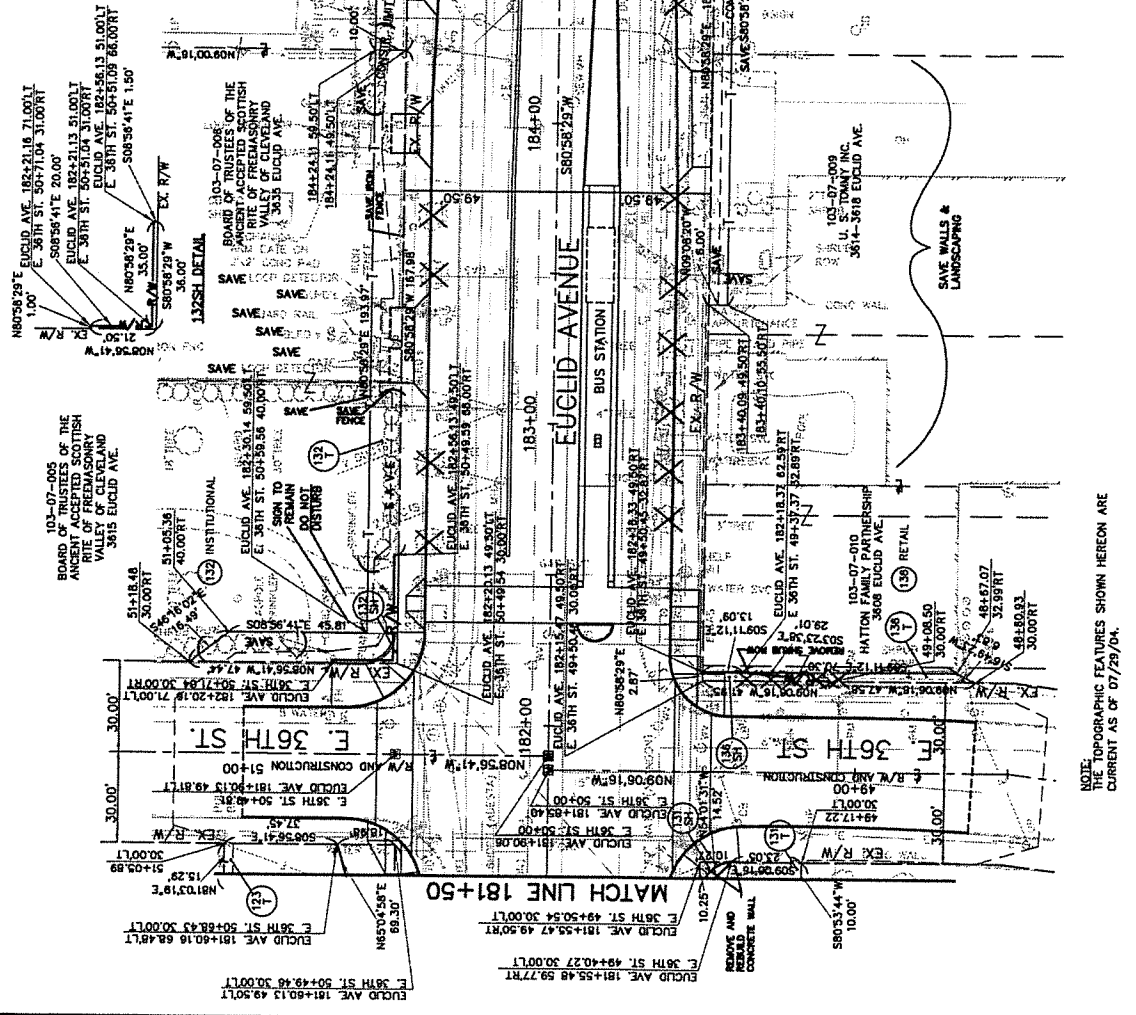
Date:

11/19/04

Mark A. Yeager
Mark A. Yeager, P.S. 7289

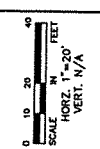


EULID CORRIDOR TRANSPORTION PROJECT CITY OF CLEVELAND AND EAST CLEVELAND CUYAHOGA COUNTY STATE OF OHIO



- MONUMENT LEGEND**
- BLACK IRON PIN SET
 - OVAL DRILL HOLE FOUND
 - CIRC. IRON PIPE FOUND
 - SPT. IRON PIPE FOUND
 - W/CL. MAG NAIL FOUND
 - W/CL. PK NAIL FOUND
 - PALEOROAD SPIKE FOUND
 - EXISTING MONUMENT
 - PROPOSED MONUMENT

NOTE: THE TOPOGRAPHIC FEATURES SHOWN HEREON ARE CURRENT AS OF 07/29/04.



REVISION BLOCK	
1	DESIGN FILE: 371000-372189
2	DESIGN BY: RGT/THJ
3	DESIGN BY: RGT/THJ
4	CREATED BY: MAY/20/04
5	DWG. NAME: 181/218
6	APPROVED BY: MAM/04/04
7	DATE: 6/2/05



ROW PLAN
EUGLID AVENUE
STA. 181+50 TO STA. 187+00
BID PACKAGE 38 - C03

SHEET NO. **RW124**
TOTAL SHEETS 25 OF 44

NOTE: THE EXISTING RIGHT OF WAY WIDTH AND LOCATION WERE DETERMINED USING TAX MAPS & SUBDIVISION PLATS ON FILE IN THE CUYAHOGA COUNTY AUDITOR'S OFFICE AND CITY OF CLEVELAND ENGINEER'S OFFICE. ALSO, FIELD LOCATION OF MONUMENTS AND RECORDS FROM THE CITY OF CLEVELAND FIELD BOOKS WERE USED.

RX 270
Rev. 04/03

PID
PARCEL 131SH
CTY-RTE-SEC GCRTA-PROJ. 38-CO3
Version Date November 18, 2004

**PARCEL 131-SH
GCRTA-PROJ. 38-CO3
PERPETUAL EASEMENT FOR HIGHWAY PURPOSES
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS**

An exclusive perpetual easement for public highway and road purposes, including, but not limited to any utility construction, relocation and/or utility maintenance work deemed appropriate by the Greater Cleveland Regional Transit Authority and the City of Cleveland, its successors and assigns forever.

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area. (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

Situated in the City of Cleveland, County of Cuyahoga, and State of Ohio and being known as part of Sublot No. 4 in J.H. Webster's Subdivision as shown in Volume 13, Page 4 of the Cuyahoga County Plat records, also being a part of lands conveyed to Ivan G. and Michelle R. Haggins by Instrument No. 199909271306 on file in the Cuyahoga County Recorder's Office and being a parcel of land lying on the right side on the centerline of right of way and construction of Euclid avenue, bounded and described as follows;

Beginning at the intersection of the southerly right of way of Euclid Avenue and the westerly right of way of East 36th Street at 49.50 feet right of centerline of right of way and construction of Euclid Avenue Station 181+55.47 and 30.00 feet left of centerline of right of way and construction of East 36th Street Station 49+50.54;

- 1) Thence South 09° 06' 16" East along said westerly right of way of East 36th Street 10.27 feet to a point 59.77 feet right of centerline of right of way and construction of Euclid Avenue Station 181+55.48 and 30.00 feet left of centerline of right of way and construction of East 36th Street Station 49+40.27;
- 2) Thence leaving said westerly right of way North 54° 01' 31" West, 14.52 feet to a point on the southerly right of way of Euclid Avenue at 49.50 feet right of centerline of right of way and construction of Euclid Avenue Station 181+45.21 and 40.25 feet left of centerline of right of way and construction of East 36th Street Station 49+50.56;
- 3) Thence North 80° 58' 29" East along said southerly right of way 10.25 feet to the point of beginning.

Containing within said bounds 0.0012 acres of land in Parcel 103-07-011.

Bearings are based on Ohio State Plane, North Zone NAD83 (1995) Grid North.

The stations referred to herein are from the centerline of right of way and construction of Euclid Avenue and the centerline of right of way and construction of East 36th Street.

This description was prepared by KS Associates, Inc. under the supervision of Mark A. Yeager, Professional Surveyor, Ohio No. 7289.

Date:

11/18/04

Mark A. Yeager
Mark A. Yeager, P.S. 7289



RX250
Rev. 04/03

PID	131T
PARCEL	GCRТА-PROJ.38-CO3
CTY-RTE-SEC	November 19, 2004
Version Date	

**PARCEL 131-T
GCRТА-PROJ.38-CO3
TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY FOR
ROADWAY CONSTRUCTION
FOR APPROXIMATELY 24 MONTHS FROM THE DATE OF ENTRY**

Situated in the City of Cleveland, County of Cuyahoga, State of Ohio, and known as being a part of Sublot Nos. 4 thru 8 in J.H. Webster Assignee's Subdivision as shown on the plat recorded in Volume 13, Page 4 of the Cuyahoga County Plat Records, also being a part of the lands conveyed to Ivan G. and Michelle R. Haggins by Instrument No. 199909271306 on file in the Cuyahoga County Recorder's Office and being a parcel of land lying on the right side of the centerline of right of way and construction of Euclid Avenue, bounded and described as follows;

Beginning at a point on the southerly right of way of Euclid Avenue at 49.50 feet right of centerline of right of way and construction of Euclid Avenue Station 181+45.21 and 40.25 feet left of centerline of right of way and construction of East 36th Street Station 49+50.56, which point is 10.25 feet westerly from the westerly right of way of East 36th Street;

- 1) Thence leaving said southerly right of way South 54° 01' 31" East, 14.52 feet to a point on said westerly right of way of East 36th Street at 59.77 feet right of centerline of right of way and construction of Euclid Avenue Station 181+55.48 and 30.00 feet left of centerline of right of way and construction of East 36th Street Station 49+40.27, which point is 10.27 feet southerly from said southerly right of way of Euclid Avenue;
- 2) Thence South 09° 06' 16" East along said westerly right of way, 23.05 feet to point 30.00 feet left of centerline of right of way and construction of East 36th Street Station 49+17.22;
- 3) Thence leaving said westerly right of way line, South 80° 53' 44" West, 10.00 feet to a point 40.00 feet left of centerline of right of way and construction of East 36th Street Station 49+17.22;
- 4) Thence North 09° 06' 16" West, 23.33 feet to a point 59.50 feet right of centerline of right of way and construction of Euclid Avenue Station 181+45.48 and 40.00 feet left of centerline of right of way and construction of East 36th Street Station 49+40.56;
- 5) Thence South 80° 58' 29" West, 90.32 feet to a point 59.50 feet right of centerline of right of way and construction of Euclid Avenue Station 180+55.16;
- 6) Thence North 08° 41' 29" West, 10.00 feet to a point on the southerly existing right of way line of Euclid Avenue at 49.50 feet right of centerline of right of way and construction of Euclid Avenue Station 180+55.22;
- 7) Thence North 80° 58' 29" East, 90.00 feet to the point of beginning;

Containing within said bounds 0.0272 acres of land of which 0.0237 acres lie in Parcel 103-07-011 and 0.0035 acres lie in Parcel 103-07-012.

Bearings are based on Ohio State Plane, North Zone NAD83 (1995) Grid North.

RX250
Rev. 04/03

PID
PARCEL
CTY-RTE-SEC
Version Date

131T
GCRTA-PROJ.38-CO3
November 19, 2004

The stations referred to herein are from the centerline of right of way and construction of Euclid Avenue and the centerline of right of way and construction of East 36th Street.

This description was prepared by KS Associates, Inc. under the supervision of Mark A. Yeager, Professional Surveyor, Ohio No. 7289.

Date:

11/19/04

Mark A. Yeager
Mark A. Yeager, P.S. 7289



**PARCEL 146-SH
GCRТА-PROJ. 38-CO5
PERPETUAL EASEMENT FOR HIGHWAY PURPOSES
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS**

An exclusive perpetual easement for public highway and road purposes, including, but not limited to any utility construction, relocation and/or utility maintenance work deemed appropriate by the Greater Cleveland Regional Transit Authority and the City of Cleveland, its successors and assigns forever.

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area. (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

Situated in the City of Cleveland, County of Cuyahoga, State of Ohio, and known as being a part of Original 10 Acre Lot 70, also a part of the lands conveyed to The Most Reverend, Anthony M. Pilla, Bishop of the Roman Catholic Diocese of Cleveland by Volume 4010, Page 435 on file in the Cuyahoga County Recorder's Office and being a parcel of land lying on the right side of the centerline of right of way and construction of Euclid Avenue, bounded and described as follows;

Beginning at the intersection of the southerly right of way of Euclid Avenue and the easterly right of way of East 40th Street at 49.50 feet right of centerline of right of way and construction of Euclid Avenue Station 195+20.53 and 49.50 feet right of centerline of right of way and construction of East 40th Street Station 49+49.44;

- 1) Thence North 80° 58' 29" East along the southerly right of way of Euclid Avenue, 25.06 feet to a point 49.50 feet right of centerline of right of way and construction of Euclid Avenue Station 195+45.59 and 74.56 feet right of centerline of right of way and construction of East 40th Street Station 49+48.92;
- 2) Thence leaving said right of way, South 10° 17' 51" East, 2.00 feet to a point 51.50 feet right of centerline of right of way and construction of Euclid Avenue Station 195+45.64 and 74.56 feet right of centerline of right of way and construction of East 40th Street Station 49+46.92;
- 3) Thence South 80° 58' 29" West, 25.06 feet to a point on the easterly right of way of East 40th Street at 51.50 feet right of centerline of right of way and construction of Euclid Avenue Station 195+20.57 and 49.50 feet right of centerline of right of way and construction of East 40th Street Station 49+47.44;
- 4) Thence North 10° 14' 03" West along said right of way, 2.00 feet to the point of beginning.

Containing within said bounds 0.0012 acres of land in Parcel 103-09-012.

Bearings are based on Ohio State Plane, North Zone NAD83 (1995) Grid North.

The stations referred to herein are from the centerline of right of way and construction of Euclid Avenue and the centerline of right of way and construction of East 40th Street.

This description was prepared by KS Associates, Inc. under the supervision of Mark A. Yeager, Professional Surveyor, Ohio No. 7289.

Date:

6/15/04

Mark A. Yeager
Mark A. Yeager, S. 7289



RX250
Rev. 04/03

PID	146T
PARCEL	
CTY-RTE-SEC	GCRTA-PROJ.38-CO3
Version Date	November 17, 2004

**PARCEL 146-T
GCRTA-PROJ.38-CO3
TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY FOR
ROADWAY CONSTRUCTION
FOR APPROXIMATELY 24 MONTHS FROM THE DATE OF ENTRY**

Situated in the City of Cleveland, County of Cuyahoga, State of Ohio, and known as being a part of Original 10 Acre Lot 70, also a part of the lands conveyed to The Most Reverend, Anthony M. Pilla, Bishop of the Roman Catholic Diocese of Cleveland by Volume 4010, Page 435, Volume 5827, Page 261 and Volume 8026, Page 547 on file in the Cuyahoga County Recorder's Office and being a parcel of land lying on the right side of the centerline of right of way and construction of Euclid Avenue, bounded and described as follows;

Beginning at the northeasterly corner of the grantor and on the southerly right of way of Euclid Avenue at 49.50 feet right of centerline of right of way and construction of Euclid Avenue Station 197+95.92;

- 1) Thence leaving said right of way, South 09° 01' 31" East, along the westerly line of lands conveyed to the Center for Families & Children by Instrument No. 20309090499 on file in the Cuyahoga County Recorder's Office, 10.00 feet to a point 59.50 feet right of centerline of right of way and construction of Euclid Avenue Station 197+95.92;
- 2) Thence leaving said line, South 80° 58' 29" West, 160.81 feet to a point 59.50 feet right of centerline of right of way and construction of Euclid Avenue Station 196+35.11;
- 3) Thence North 09° 01' 31" West, 3.34 feet to a point 56.16 feet right of centerline of right of way and construction of Euclid Avenue Station 196+35.11;
- 4) Thence South 80° 44' 27" West, 84.09 feet to a point 56.50 feet right of centerline of right of way and construction of Euclid Avenue Station 195+51.02;
- 5) Thence North 08° 06' 27" West, 3.00 feet to a point 53.50 feet right of centerline of right of way and construction of Euclid Avenue Station 195+51.07;
- 6) Thence South 81° 26' 31" West, 10.87 feet to a point 53.41 feet right of centerline of right of way and construction of Euclid Avenue Station 195+40.21;
- 7) Thence South 09° 39' 19" East, 3.35 feet to a point 56.75 feet right of centerline of right of way and construction of Euclid Avenue Station 195+40.24;
- 8) Thence South 79° 40' 52" West, 7.07 feet to a point 56.91 feet right of centerline of right of way and construction of Euclid Avenue Station 195+33.17;
- 9) Thence North 08° 40' 39" West, 3.44 feet to a point 53.48 feet right of centerline of right of way and construction of Euclid Avenue Station 195+33.19;
- 10) Thence South 80° 44' 53" West, 10.70 feet to a point 53.52 feet right of centerline of right of way and construction of Euclid Avenue Station 195+22.49 and 51.38 feet right of centerline of right of way and construction of East 40th Street Station 49+45.38;

RX250
Rev. 04/03

PID
PARCEL 146T
CTY-RTE-SEC GCRTA-PROJ.38-CO3
Version Date November 17, 2004

- 11) Thence South $07^{\circ} 48' 18''$ East, 4.18 feet to a point 57.70 feet right of centerline of right of way and construction of Euclid Avenue Station 195+22.40 and 51.20 feet right of centerline of right of way and construction of East 40th Street Station 49+41.20;
- 12) Thence South $77^{\circ} 59' 54''$ West, 1.70 feet to a point on the easterly right of way of East 40th Street at 57.79 feet right of centerline of right of way and construction of Euclid Avenue Station 195+20.70 and 49.50 feet right of centerline of right of way and construction of East 40th Street Station 49+41.15;
- 13) Thence North $10^{\circ} 14' 03''$ West along said right of way, 6.29 feet to a point 51.50 feet right of centerline of right of way and construction of Euclid Avenue Station 195+20.57 and 49.50 feet right of centerline of right of way and construction of East 40th Street Station 49+47.44;
- 14) Thence leaving said right of way, North $80^{\circ} 58' 29''$ East, 25.06 feet to a point 51.50 feet right of centerline of right of way and construction of Euclid Avenue Station 195+45.64;
- 15) Thence North $10^{\circ} 17' 51''$ West, 2.00 feet to a point on the southerly right of way of Euclid Avenue at 49.50 feet right of centerline of right of way and construction of Euclid Avenue Station 195+45.59;
- 16) Thence North $80^{\circ} 58' 29''$ East along said right of way, 250.33 feet to the point of beginning.

Containing within said bounds 0.0524 acres of land of which 0.0280 acres lie in Parcel 103-09-012, 0.0122 acres lie in 103-09-013 and 0.0122 acres lie in 103-09-014.

Bearings are based on Ohio State Plane, North Zone NAD83 (1995) Grid North.

The stations referred to herein are from the centerline of right of way and construction of Euclid Avenue and East 40th Street.

This description was prepared by KS Associates, Inc. under the supervision of Mark A. Yeager, Professional Surveyor, Ohio No. 7289.

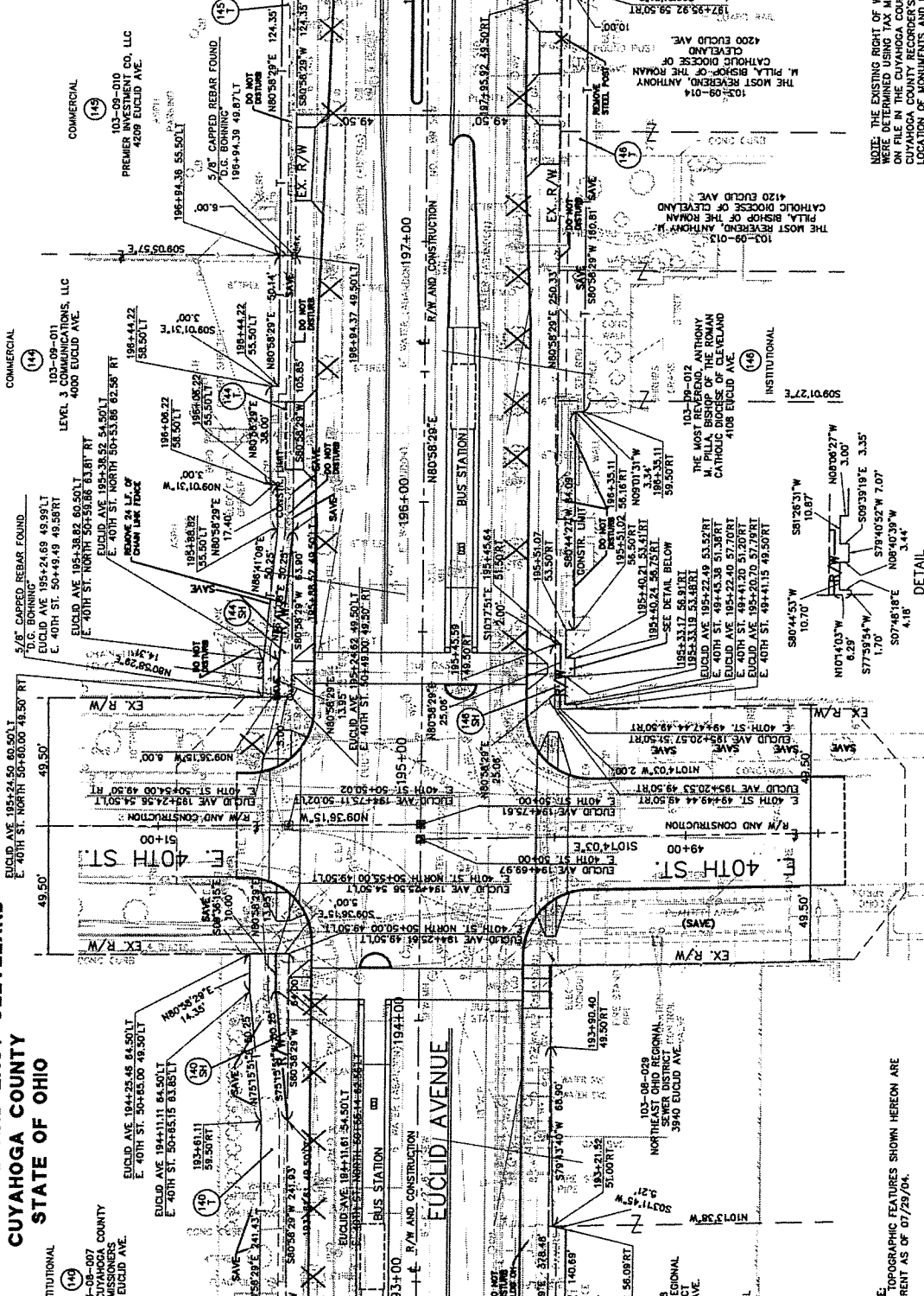
Date:

11/18/04

Mark A. Yeager
Mark A. Yeager, P.S. 7289



EUCLID CORRIDOR TRANSPORTATION PROJECT
CITY OF CLEVELAND AND EAST CLEVELAND
CUYAHOGA COUNTY
STATE OF OHIO



103-09-007 COUNTY COMMISSIONERS BOARD 3955 EUCLID AVE. INSTITUTIONAL (14)

103-09-011 LEVEL 3 COMMUNICATIONS, LLC 4000 EUCLID AVE. COMMERCIAL (14)

103-09-012 THE MOST REVEREND ANTHONY M. CATHOLIC DIOCESE OF CLEVELAND 4108 EUCLID AVE. INSTITUTIONAL (14)

103-08-008 NORTHEAST OHIO REGIONAL SEWER DISTRICT 3940 EUCLID AVE. COMMERCIAL (14)

103-08-028 NORTHEAST OHIO REGIONAL SEWER DISTRICT 3940 EUCLID AVE. COMMERCIAL (14)

103-08-029 THE MOST REVEREND ANTHONY M. CATHOLIC DIOCESE OF CLEVELAND 4108 EUCLID AVE. INSTITUTIONAL (14)

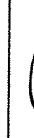
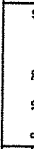
103-08-030 PREMIER INVESTMENT CO, LLC 4209 EUCLID AVE. COMMERCIAL (14)

- MONUMENT LEGEND**
- IRON PIN SET
 - CHISEL DRILL HOLE FOUND
 - CHISEL IRON PIN FOUND
 - CHISEL IRON PIPE FOUND
 - CHISEL IRON MAG NAIL FOUND
 - CHISEL IRON NAIL FOUND
 - CHISEL IRON WIRE FOUND
 - CHISEL IRON MONUMENT
 - CHISEL IRON PROPOSED MONUMENT

NOTE: THE TOPOGRAPHIC FEATURES SHOWN HEREON ARE CURRENT AS OF 07/29/04.

REVISION BLOCK

DESIGN FILE:	371600-372199
DRAWN BY:	RSB/TMB
CHECKED BY:	MAX/DJL
DATE:	07/29/05



ROW PLAN
 EUCLID AVENUE
 STA. 192+50 TO STA. 198+00
 BID PACKAGE 38 - C03

SHEET NO. RW126
 TOTAL SHEETS 27 OF 44

NOTE: THE EXISTING BRIGHT WAY WIDTH AND LOCATION WERE DETERMINED USING 1"=40' PLATS ON FILE IN THE CUYAHOGA COUNTY AUDITOR'S OFFICE AND CUYAHOGA COUNTY RECORDER'S OFFICE. ALSO, FIELD LOCATION OF MONUMENTS AND MONUMENT RECORDS FROM THE CITY OF CLEVELAND FIELD BOOKS WERE USED.

MATCH LINE 198+00

MATCH LINE 192+50

RX 270
Rev. 04/03

PID
PARCEL 215SH
CTY-RTE-SEC GCRTA-PROJ. 38-CO3
Version Date November 18, 2004

**PARCEL 215-SH
GCRTA-PROJ. 38-CO3
PERPETUAL EASEMENT FOR HIGHWAY PURPOSES
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS**

An exclusive perpetual easement for public highway and road purposes, including, but not limited to any utility construction, relocation and/or utility maintenance work deemed appropriate by the Greater Cleveland Regional Transit Authority and the City of Cleveland, its successors and assigns forever.

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area. (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

Situated in the City of Cleveland, County of Cuyahoga, State of Ohio, and known as being a part of Original 100 Acre Lot No. 339, also a part of the lands conveyed to Community Development Properties-Cleveland, Inc. by Volume 10551, Page 3 on file in the Cuyahoga County Recorder's Office and being a parcel of land lying on the left side of the centerline of right of way and construction of Euclid Avenue, bounded and described as follows;

Beginning at the intersection of the northerly right of way of Euclid Avenue and the westerly right of way of East 79th Street at 60.00 feet left of centerline of right of way and construction of Euclid Avenue Station 261+64.79 and 31.00 feet left of centerline of right of way and construction of East 79th Street Station 50+62.29;

- 1) Thence North 86° 54' 25" West along the existing northerly right of way of Euclid Avenue, 14.03 feet to a point 60.00 feet left of centerline of right of way and construction of Euclid Avenue Station 261+50.76 and 45.00 feet left of centerline of right of way and construction of East 79th Street Station 50+63.08;
- 2) Thence leaving said right of way, North 46° 06' 49" East, 19.15 feet to a point on the existing westerly right of way of East 79th Street at 74.00 feet left of centerline of right of way and construction of Euclid Avenue Station 261+63.82 and 31.00 feet left of centerline of right of way and construction of East 79th Street Station 50+76.32;
- 3) Thence South 00° 51' 57" East along said right of way, 14.03 feet to the point of beginning.

Containing within said bounds 0.0023 acres of land in Parcel 118-10-015.

Bearings are based on Ohio State Plane, North Zone NAD83 (1995) Grid North.

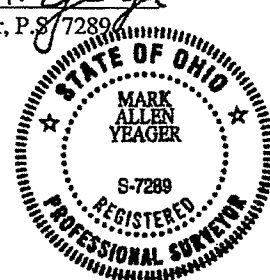
The stations referred to herein are from the centerline of right of way and construction of Euclid Avenue and the centerline of right of way and construction of East 79th Street.

This description was prepared by KS Associates, Inc. under the supervision of Mark A. Yeager, Professional Surveyor, Ohio No. 7289.

Date:

11/18/04

Mark A. Yeager
Mark A. Yeager, P.S. 7289



RX250
Rev. 04/03

PID
PARCEL
CTY-RTE-SEC
Version Date

215T
GCRTA-PROJ.38-CO3
November 18, 2004

**PARCEL 215-T
GCRTA-PROJ.38-CO3
TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY FOR
ROADWAY CONSTRUCTION
FOR APPROXIMATELY 24 MONTHS FROM THE DATE OF ENTRY**

Situated in the City of Cleveland, County of Cuyahoga, and State of Ohio and known as being known as part of Sublots Nos. 1 and 2 in Addie A. and L.S. Holden's Re-Subdivision of Sublots Nos. 1 and 2 in D.E. and L.E. Holden's Allotment of part of Original 100 Acre Lot No. 339, as shown on the recorded plat of said re-subdivision in Volume 6, Page 19 of the Cuyahoga County Plat Records, also a part of the lands conveyed to Community Development Properties-Cleveland, Inc. in Volume 10551, Page 3 on file in the Cuyahoga County Recorder's Office and being a parcel of land lying on the left side of the centerline of right of way and construction of Euclid Avenue, bounded and described as follows;

Beginning at a point on the northerly right of way of Euclid Avenue at 60.00 feet left of centerline of right of way and construction of Euclid Avenue Station 261+50.76 and 45.00 feet left of centerline of right of way and construction of East 79th Street Station 50+63.08;

- 1) Thence North 86° 54' 25" West along said right of way, 228.97 feet to a point on the easterly line of lands conveyed to Erie Square #1, LTD by Volume 13173, Page 395 on file in the Cuyahoga County Recorder's Office at 60.00 feet left of centerline of right of way and construction of Euclid Avenue Station 259+21.79;
- 2) Thence leaving said right of way, North 00° 53' 39" West, 6.01 feet along said line to a point 66.00 feet left of centerline of right of way and construction of Euclid Avenue Station 259+21.37;
- 3) Thence South 86° 54' 27" East, 225.14 feet to a point 66.00 feet left of centerline of right of way and construction of Euclid Avenue Station 261+46.51 and 48.82 feet left of centerline of right of way and construction of East 79th Street Station 50+69.54;
- 4) Thence North 48° 58' 05" East, 10.51 feet to a point 73.32 feet left of centerline of right of way and construction of Euclid Avenue Station 261+54.06 and 40.79 feet left of centerline of right of way and construction of East 79th Street Station 50+76.32;
- 5) Thence North 04° 23' 27" West, 24.07 feet to a point 42.27 feet left of centerline of right of way and construction of East 79th Street Station 51+00.34;
- 6) Thence North 00° 22' 45" East, 58.33 feet to a point 41.00 feet left of centerline of right of way and construction of East 79th Street Station 51+58.66;
- 7) Thence North 41° 14' 34" East, 14.91 feet to a point on the westerly right of way of East 79th Street at 31.00 feet left of centerline of right of way and construction of East 79th Street Station 51+69.78;
- 8) Thence South 00° 51' 57" East, 93.41 feet to a point 74.00 feet left of centerline of right of way and construction of Euclid Avenue Station 261+63.82 and 31.00 feet left of centerline of right of way and construction of East 79th Street Station 50+76.32;

RX250
Rev. 04/03

PID	215T
PARCEL	
CTY-RTE-SEC	GCRTA-PROJ.38-CO3
Version Date	November 18, 2004

9) Thence leaving said right of way, South 46° 06' 49" West, 19.15 feet to the point of beginning.

Containing within said bounds 0.0549 acres of land of which 0.0125 acres lie in Parcel 118-10-092, 0.0113 acres lie in Parcel 118-10-016, and 0.0311 acres lie in Parcel 118-10-015.

Bearings are based on Ohio State Plane, North Zone NAD83 (1995) Grid North.

The stations referred to herein are from the centerline of right of way and construction of Euclid Avenue and the centerline of right of way and construction of East 79th Street.

This description was prepared by KS Associates, Inc. under the supervision of Mark A. Yeager, Professional Surveyor, Ohio No. 7289.

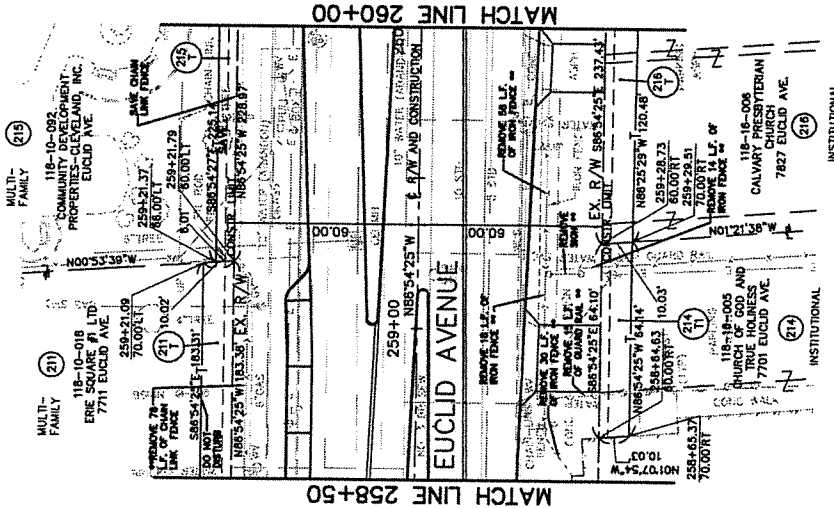
Date:

11/19/04

Mark A. Yeager
Mark A. Yeager, P.S. 7289



**EUCLID CORRIDOR IMPROVEMENTS PROJECT
CITY OF CLEVELAND AND EAST CLEVELAND
CUYAHOGA COUNTY
STATE OF OHIO**



- MONUMENT LEGEND**
- 1/4\"/>

NOTE:
 1) THE EXISTING RIGHT OF WAY WIDTH AND LOCATION WERE DETERMINED USING TAX MAPS & SUBDIVISION PLATS ON FILE IN THE CUYAHOGA COUNTY AUDITOR'S OFFICE AND CUYAHOGA COUNTY RECORDER'S OFFICE. ALSO, FIELD LOCATION OF MONUMENTS AND MONUMENT RECORDS FROM THE CITY OF CLEVELAND FIELD BOOKS WERE USED.
 2) THE TOPOGRAPHIC FEATURES SHOWN HEREON ARE CURRENT AS OF 7/29/04.

** DENOTES RIGHT OF WAY ENCROACHMENT

REVISION BLOCK		DESIGN FILE: 371000-371198		DRAWN BY: RSP/MLD		CHECKED BY: MJA/DLK		DATE: 5/29/05	
1									
2									
3									
4									
5									
6									
7									

	 HORIZ. 1" = 20' FEET VERT. N/A	 K&S SURVEYING 11000 W. 130th St. Cleveland, OH 44130	 Willbur Smith Associates CLEVELAND, OHIO		 GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY	ROW PLAN EUCLID AVENUE STA. 258+50 TO STA. 260+00 BID PACKAGE 38 - C03	SHEET NO. RW138 RW162 TOTAL SHEETS 42 OF 44
--	---------------------------------------	---	---	--	--	--	--

RX 270
Rev. 04/03

PID
PARCEL 191SH
CTY-RTE-SEC GCRTA-PROJ. 38-CO3
Version Date November 12, 2004

**PARCEL 191-SH
GCRTA-PROJ. 38-CO3
PERPETUAL EASEMENT FOR HIGHWAY PURPOSES
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS**

An exclusive perpetual easement for public highway and road purposes, including, but not limited to any utility construction, relocation and/or utility maintenance work deemed appropriate by the Greater Cleveland Regional Transit Authority and the City of Cleveland, its successors and assigns forever.

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area. (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

Situated in the City of Cleveland, County of Cuyahoga, State of Ohio, and being known as a part of Original 100 Acre Lot No. 338, being also part of the land conveyed to 6820 Euclid, Ltd. by Volume 96-09794, Page 2 on file in the Cuyahoga County Recorder's Office and being a parcel of land lying on the right side of the centerline of right of way and construction of Euclid Avenue bounded and described as follows;

Beginning at the intersection of the southerly right of way of Euclid Avenue and the westerly right of way of East 69th Street at 40.00 feet right of centerline of right of way and construction of Euclid Avenue Station 238+44.04 and 22.00 feet left of centerline of right of way and construction of East 69th Street Station 49+61.48;

- 1) Thence South 01° 02' 15" East along said westerly right of way, 15.90 feet to a point 55.85 feet right of centerline of right of way and construction of Euclid Avenue Station 238+45.18 and 22.00 feet left of centerline of right of way and construction of East 69th Street Station 49+45.58;
- 2) Thence leaving said right of way North 36° 00' 22" West, 7.94 feet to a point 49.69 feet right of centerline of right of way and construction of Euclid Avenue Station 238+40.17 and 26.55 feet left of centerline of right of way and construction of East 69th Street Station 49+52.09;
- 3) Thence North 86° 57' 47" West, 110.33 feet to a point on the easterly line of land conveyed to Richard B. Cohen by Volume 97-03061, Page 23 on file in the Cuyahoga County Recorder's Office at 49.77 feet right of centerline of right of way and construction of Euclid Avenue Station 237+29.84;
- 4) Thence North 00° 58' 35" West along said line, 9.79 feet to a point on the southerly right of way of Euclid Avenue at 40.00 feet right of centerline of right of way and construction of Euclid Avenue Station 237+29.15;
- 5) Thence South 86° 55' 22" East along said right of way, 114.89 feet to the point of beginning.

Containing within said bounds 0.0260 acres of land Parcel 118-13-010.

Bearings are based on Ohio State Plane, North Zone NAD83 (1995) Grid North.

The stations referred to herein are from the centerline of right of way and construction of Euclid Avenue and the centerline of right of way and construction of East 69th Street.

This description was prepared by KS Associates, Inc. under the supervision of Mark A. Yeager, Professional Surveyor, Ohio No. 7289.

Date:

11/12/04

Mark A. Yeager
Mark A. Yeager, P.S. 7289



ROW Parcel Number	County Auditor's Permanent Parcel Number	EGTP Bid Package	Owner	Acquisition Action	Fee Simple Gross Take (Acres)	Permanent Easement Gross Take (Acres)	Temporary Easement Gross Take (Acres)
173 SH	118 04 013	C-03	Robert Cipriani and Janet R. Cipriani, trustees of the Cipriani Family Revocable Living Trust	Permanent Easement	0.0000	0.0121	0.0000
173 T	118 04 013	C-03	Robert Cipriani and Janet R. Cipriani, trustees of the Cipriani Family Revocable Living Trust	Temporary Easement	0.0000	0.0000	0.0334
132 SH	103 07 005	C-03	Board of Trustees of the Ancient Accepted Scottish Rite of Freemasonry, Valley of Cleveland	Permanent Easement	0.0000	0.0017	0.0000
132 T	103 07 005 103 07 006	C-03	Board of Trustees of the Ancient Accepted Scottish Rite of Freemasonry, Valley of Cleveland	Temporary Easement	0.0000	0.0000	0.0572
131 SH	103 07 011	C-03	3600 Properties, LLC	Permanent Easement	0.0000	0.0012	0.0000
131 T	103 07 011 103 07 012	C-03	3600 Properties, LLC	Temporary Easement	0.0000	0.0000	0.0272
146 SH	103 09 012	C-03	The Most Reverend Anthony M. Pilla, Bishop of the Roman Catholic Diocese of Cleveland	Permanent Easement	0.0000	0.0012	0.0000
146 T	103 09 013 103 09 014	C-03	The Most Reverend Anthony M. Pilla, Bishop of the Roman Catholic Diocese of Cleveland	Temporary Easement	0.0000	0.0000	0.0524
215 SH	118 10 015	C-03	Community Development Properties - Cleveland, Inc.	Permanent Easement	0.0000	0.0023	0.0000
215 T	118 10 015 118 10 092 118 10 016	C-03	Community Development Properties - Cleveland, Inc.	Temporary Easement	0.0000	0.0000	0.0549
191 SH	118 13 010	C-03	6820 Euclid LLC	Permanent Easement	0.0000	0.0260	0.0000

OFFER TO PURCHASE RIGHT OF WAY AND EASEMENT

Parcel(s) 173 SH, T

Cleveland, Ohio, 05-13 2005

1. The Greater Cleveland Regional Transit Authority ("GCRTA") ("Buyer") hereby offers to buy from Robert Cipriani and Janet R. Cipriani, Trustees of the Cipriani Family Revocable Living Trust, UAD August 9, 1999, ("Seller") the easement and easement rights over, under, on, across and through that certain real property owned by Seller located at 6201-6211 Euclid Avenue, Cleveland, Ohio, as more fully set forth in that certain Permanent Right of Way and Use Easement and that certain Temporary Right of Way and Use Easement a copy of which is attached hereto and made a part hereof as **Exhibit "A"** (the "Easement").
2. Buyer agrees to pay for the Easement the sum of \$8,079.00 (the "Purchase Price") on the Closing Date (hereinafter defined) through the office of Surety Title Agency, Inc., 1010 Leader Building, Cleveland, Ohio (the "Title Company").
3. The real property encumbered by the Easement is free and clear of all liens, encumbrances, leases, rights of possession, easements, conditions and restrictions except for (i) real estate taxes and assessments, both general and special, not yet due and payable as of the Closing Date, (ii) building and zoning ordinances and (iii) such other exceptions to title (the "Permitted Exceptions") as are set forth on **Exhibit "B"** attached hereto and made a part hereof. As a condition to Buyer's obligation to Close, the Title Company shall furnish an ALTA Owner's Policy of Title Insurance Form 1970B (with the standard title exceptions deleted) in the amount of the purchase price (the "Title Policy") as evidence or assurance that there has been conveyed to Buyer the Easement required to be conveyed hereunder. If there have been improvements or construction within the period provided by law for the filing of mechanic's liens that could affect the Easement, then Seller shall furnish satisfactory evidence of the payment in full of all labor and materials to the Title Company.
4. When accepted this offer shall constitute an agreement ("Agreement") for the purchase and sale of the Easement. This Agreement shall serve as instructions to the Title Company. Time is of the essence.
5. The Purchase Price and the Easement (in fully executed form) are to be deposited with the Title Company on or before the Closing Date. The Closing Date for this transaction shall be selected by the Buyer and shall be no later than 120 days after the execution of this Agreement by Buyer (the "Closing Date"). On the Closing Date, the Title Company shall cause title to the real property encumbered by the Easement to be searched, and provided the Title Company will issue the Title Policy and the Title Company has received all funds and documents to be deposited hereunder, the Title Company shall cause the Easement to be filed for record and the Purchase Price disbursed in accordance with this Agreement. The Title Company also shall timely file all forms, notices and documents required to be filed with the Internal Revenue Service in connection with this transaction.
6. Title Company shall charge Buyer with the cost of the Title Policy, the Title Company fees and the cost of recording the Easement.
7. Buyer, its agents and representatives shall have the right following the acceptance date of this Agreement by Seller to enter the Easement area for purposes of undertaking inspections, tests and all other activities, including construction related to the Euclid Corridor Transportation Project.
8. Seller covenants, represents and warrants to Buyer as follows:
 - (a) Seller has the full right and authority to convey the Easement to Buyer pursuant to this Agreement and no other person or firm on behalf of Seller is a necessary party to this transaction;
 - (b) Seller is not, nor is any person or firm executing this document on behalf of Seller, included on the list of Specially Designated Nationals and Blocked Persons published by the Office of Foreign Assets Control of the U.S. Department of Treasury;
 - (c) Seller is duly organized and existing in good standing under the laws of the State of Ohio and has the exclusive right of possession of the real property subject to the Easement;
 - (d) There is not located in, on, under or about real property subject to the Easement any "Hazardous Materials", in violation of any applicable laws, ordinances, governmental rules and regulations ("Laws"); and all operations and activities on, under or about the real property encumbered by the Easement are in compliance with all Laws. For purposes hereof, "Hazardous Materials" means any substance, material or waste which is or becomes

regulated by any local governmental authority, the state in which the Easement is located or the United States Government, including, but not limited to, any material or substance which is deemed to be a pollutant, contaminant, hazardous material, hazardous substance, hazardous chemical, hazardous waste, extremely hazardous waste, toxic substance or material or restricted hazardous waste pursuant to Laws;

- (e) There are no gas wells or other wells (whether or not capped) nor any underground storage tanks under any part of the real property subject to the Easement;
- (f) There is no litigation, proceeding or action pending or to Seller's best knowledge, threatened against or relating to Seller or the real property subject to the Easement;
- (g) Except as set forth on **Exhibit "B"**, there are no easements, conditions, leases, encumbrances, liens, restrictions or other agreements affecting the real property subject to the Easement;

9. Buyer represents and warrants to Seller as follows:

- (a) Subject to approval of this Agreement and the transaction contemplated hereunder by Buyer's Board of Trustees, Buyer has the full right and authority to purchase the Easement pursuant to this Agreement and no other person or firm is a necessary party on behalf of Buyer to this transaction;
- (b) Buyer is not, nor is any person executing this document on behalf of Buyer, included on the list of Specially Designated Nationals and Blocked Persons published by the Office of Foreign Assets Control of the U.S. Department of Treasury

10. Seller and Buyer each hereby represents and warrants to the other that no real estate broker or salesperson has been involved in this transaction and that no real estate broker or salesperson has initiated the sale of the Easement. Seller hereby agrees to indemnify, defend and hold harmless Buyer from any claims for commissions by any broker or salesperson claiming to have dealt with Seller.

11. If Seller fails to perform any of Seller's obligations under this Agreement, then Buyer shall be entitled to (a) terminate this Agreement and receive the immediate return of all money paid hereunder, or (b) have this Agreement specifically enforced and/or (c) recover from Seller all damages, including consequential damages plus court costs and attorney fees. If Buyer fails to perform any of Buyer's obligations under this Agreement, then Seller may recover from Buyer all damages, including consequential damages plus court costs and attorney fees.

12. Each person signing this Agreement in a representative capacity warrants his or her authority to do so. Each person signing below warrants that, unless a representative capacity is set forth in connection with his or her signature, he or she is acting alone. The terms Buyer and Seller shall include all parties so designated and their respective heirs, personal representative, legatees, devisees, successors and permitted assigns and wherever the singular is used it shall include the plural and wherever the masculine gender is used it shall include the neuter and feminine, as the context requires.

13. This Agreement and the Easement contain the entire agreement between the parties hereto and they shall not be bound by any terms, warranties or representations, oral or written, not herein contained. The warranties and representations herein shall be deemed made as of the date of acceptance hereof by Seller and again as of the Closing Date and shall survive the Closing.

14. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be delivered personally or shall be mailed by certified or registered mail, postage prepaid, return receipt requested, addressed to the parties at the following addresses, or such other or further addresses as either of the parties shall request by further written notice given in the manner herein required:

If to Buyer:

Greater Cleveland Regional Transit Authority
1240 West 6th Street
Cleveland, Ohio 44113-1331
Attn: Kenneth E. Banks – Senior Counsel Contracts and Real Estate

With a copy to:

Greater Cleveland Regional Transit Authority
1240 West 6th Street
Cleveland, Ohio 44113-1331
Attn: James D. DeRosa – Deputy Project Manager – Real Estate

If to Seller:

Robert Cipriani and Janet R. Cipriani, Trustees of the Cipriani Family Revocable Living Trust,
UAD August 9, 1999

3827 KING'S MILL RUN
ROCKY RIVER, OH 44116

Attn: _____

- 15. Except as and to the extent required by law, Seller shall not disclose the price, terms or conditions set forth in this Agreement or with respect to this transaction at any time or in any manner except to Seller's agents and representatives on a "need to know" basis and then only if such agents and representatives agree on their own behalf to be bound by the terms and conditions of this Section 15.
- 16. In the event that any provision of this Agreement or portion thereof shall be declared by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.
- 17. This Agreement may be executed in multiple counterparts which, when taken together, shall be deemed to be a single instrument. Upon the request of either party, the other party shall execute and deliver all documents and do all things reasonably necessary or desirable to the implementation and consummation of the purchase and sale of the Easement as contemplated hereunder. Seller and Buyer shall each execute three (3) copies of this Agreement. One (1) executed copy of this Agreement shall be retained by Seller and two (2) executed copies of this Agreement shall be retained by Buyer.

BUYER:

**GREATER CLEVELAND REGIONAL
TRANSIT AUTHORITY**
1240 West 6th Street
Cleveland, Ohio 44113-1331

WITNESS:

By: _____
Joseph A. Calabrese, CEO and
General Manager/Secretary-Treasurer

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

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

Date: _____ 200__

The undersigned, as Seller, hereby accepts the above offer and agrees to all terms and conditions therein stated.

WITNESS:

Maria Andrey
MARIA ANDREY
Jeffrey A. Simon
JEFFREY A. SIMON

SELLER:

By: Robert A. Cipriani
Robert Cipriani, Trustee

Date: 5-13-05 200

WITNESS:

Maria Andrey
MARIA ANDREY
Jeffrey A. Simon
JEFFREY A. SIMON

By: Janet R. Cipriani
Janet R. Cipriani, Trustee

Date: 5-13-05 200

EXHIBIT B

OFFER TO PURCHASE RIGHT OF WAY AND EASEMENT

Parcel(s) 132 SH, T

Cleveland, Ohio, MAY 20 2005

1. The Greater Cleveland Regional Transit Authority ("GCRTA") ("Buyer") hereby offers to buy from Board of Trustees of the Ancient Accepted Scottish Rite of Freemasonry, Valley of Cleveland, an Unincorporated Association ("Seller") the easement and easement rights over, under, on, across and through that certain real property owned by Seller located at 3635 Euclid Avenue, Cleveland, Ohio, as more fully set forth in that certain Permanent Right of Way and Use Easement and that certain Temporary Right of Way and Use Easement a copy of which is attached hereto and made a part hereof as **Exhibit "A"** (the "Easement").
2. Buyer agrees to pay for the Easement the sum of \$5,205.00 (the "Purchase Price") on the Closing Date (hereinafter defined) through the office of Surety Title Agency, Inc., 1010 Leader Building, Cleveland, Ohio (the "Title Company").
3. The real property encumbered by the Easement is free and clear of all liens, encumbrances, leases, rights of possession, easements, conditions and restrictions except for (i) real estate taxes and assessments, both general and special, not yet due and payable as of the Closing Date, (ii) building and zoning ordinances and (iii) such other exceptions to title (the "Permitted Exceptions") as are set forth on **Exhibit "B"** attached hereto and made a part hereof. As a condition to Buyer's obligation to Close, the Title Company shall furnish an ALTA Owner's Policy of Title Insurance Form 1970B (with the standard title exceptions deleted) in the amount of the purchase price (the "Title Policy") as evidence or assurance that there has been conveyed to Buyer the Easement required to be conveyed hereunder. If there have been improvements or construction within the period provided by law for the filing of mechanic's liens that could affect the Easement, then Seller shall furnish satisfactory evidence of the payment in full of all labor and materials to the Title Company.
4. When accepted this offer shall constitute an agreement ("Agreement") for the purchase and sale of the Easement. This Agreement shall serve as instructions to the Title Company. Time is of the essence.
5. The Purchase Price and the Easement (in fully executed form) are to be deposited with the Title Company on or before the Closing Date. The Closing Date for this transaction shall be selected by the Buyer and shall be no later than 120 days after the execution of this Agreement by Buyer (the "Closing Date"). On the Closing Date, the Title Company shall cause title to the real property encumbered by the Easement to be searched, and provided the Title Company will issue the Title Policy and the Title Company has received all funds and documents to be deposited hereunder, the Title Company shall cause the Easement to be filed for record and the Purchase Price disbursed in accordance with this Agreement. The Title Company also shall timely file all forms, notices and documents required to be filed with the Internal Revenue Service in connection with this transaction.
6. Title Company shall charge Buyer with the cost of the Title Policy, the Title Company fees and the cost of recording the Easement.
7. Buyer, its agents and representatives shall have the right following the acceptance date of this Agreement by Seller to enter the Easement area for purposes of undertaking inspections, tests and all other activities, including construction related to the Euclid Corridor Transportation Project.
8. Seller covenants, represents and warrants to Buyer as follows:
 - (a) Seller has the full right and authority to convey the Easement to Buyer pursuant to this Agreement and no other person or firm on behalf of Seller is a necessary party to this transaction;
 - (b) Seller is not, nor is any person or firm executing this document on behalf of Seller, included on the list of Specially Designated Nationals and Blocked Persons published by the Office of Foreign Assets Control of the U.S. Department of Treasury;
 - (c) Seller is duly organized and existing in good standing under the laws of the State of Ohio and has the exclusive right of possession of the real property subject to the Easement;
 - (d) There is not located in, on, under or about real property subject to the Easement any "Hazardous Materials", in violation of any applicable laws, ordinances, governmental rules and regulations ("Laws"); and all operations and activities on, under or about the real property encumbered by the Easement are in compliance with all Laws. For purposes hereof, "Hazardous Materials" means any substance, material or waste which is or becomes

regulated by any local governmental authority, the state in which the Easement is located or the United States Government, including, but not limited to, any material or substance which is deemed to be a pollutant, contaminant, hazardous material, hazardous substance, hazardous chemical, hazardous waste, extremely hazardous waste, toxic substance or material or restricted hazardous waste pursuant to Laws;

- (e) There are no gas wells or other wells (whether or not capped) nor any underground storage tanks under any part of the real property subject to the Easement;
- (f) There is no litigation, proceeding or action pending or to Seller's best knowledge, threatened against or relating to Seller or the real property subject to the Easement;
- (g) Except as set forth on **Exhibit "B"**, there are no easements, conditions, leases, encumbrances, liens, restrictions or other agreements affecting the real property subject to the Easement;

9. Buyer represents and warrants to Seller as follows:

- (a) Subject to approval of this Agreement and the transaction contemplated hereunder by Buyer's Board of Trustees, Buyer has the full right and authority to purchase the Easement pursuant to this Agreement and no other person or firm is a necessary party on behalf of Buyer to this transaction;
- (b) Buyer is not, nor is any person executing this document on behalf of Buyer, included on the list of Specially Designated Nationals and Blocked Persons published by the Office of Foreign Assets Control of the U.S. Department of Treasury

10. Seller and Buyer each hereby represents and warrants to the other that no real estate broker or salesperson has been involved in this transaction and that no real estate broker or salesperson has initiated the sale of the Easement. Seller hereby agrees to indemnify, defend and hold harmless Buyer from any claims for commissions by any broker or salesperson claiming to have dealt with Seller.
11. If Seller fails to perform any of Seller's obligations under this Agreement, then Buyer shall be entitled to (a) terminate this Agreement and receive the immediate return of all money paid hereunder, or (b) have this Agreement specifically enforced and/or (c) recover from Seller all damages, including consequential damages plus court costs and attorney fees. If Buyer fails to perform any of Buyer's obligations under this Agreement, then Seller may recover from Buyer all damages, including consequential damages plus court costs and attorney fees.
12. Each person signing this Agreement in a representative capacity warrants his or her authority to do so. Each person signing below warrants that, unless a representative capacity is set forth in connection with his or her signature, he or she is acting alone. The terms Buyer and Seller shall include all parties so designated and their respective heirs, personal representative, legatees, devisees, successors and permitted assigns and wherever the singular is used it shall include the plural and wherever the masculine gender is used it shall include the neuter and feminine, as the context requires.
13. This Agreement and the Easement contain the entire agreement between the parties hereto and they shall not be bound by any terms, warranties or representations, oral or written, not herein contained. The warranties and representations herein shall be deemed made as of the date of acceptance hereof by Seller and again as of the Closing Date and shall survive the Closing.
14. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be delivered personally or shall be mailed by certified or registered mail, postage prepaid, return receipt requested, addressed to the parties at the following addresses, or such other or further addresses as either of the parties shall request by further written notice given in the manner herein required:

If to Buyer:

Greater Cleveland Regional Transit Authority
1240 West 6th Street
Cleveland, Ohio 44113-1331
Attn: Kenneth E. Banks – Senior Counsel Contracts and Real Estate

With a copy to:

Greater Cleveland Regional Transit Authority
1240 West 6th Street
Cleveland, Ohio 44113-1331
Attn: James D. DeRosa – Deputy Project Manager – Real Estate

If to Seller:

Board of Trustees of the Ancient Accepted Scottish Rite of Freemasonry,
Valley of Cleveland, an Unincorporated Association
3615 EUCLID AVE
CLEVELAND, OH 44115
Attn: ALAN W. JONES

- 15. Except as and to the extent required by law, Seller shall not disclose the price, terms or conditions set forth in this Agreement or with respect to this transaction at any time or in any manner except to Seller's agents and representatives on a "need to know" basis and then only if such agents and representatives agree on their own behalf to be bound by the terms and conditions of this Section 15.
- 16. In the event that any provision of this Agreement or portion thereof shall be declared by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.
- 17. This Agreement may be executed in multiple counterparts which, when taken together, shall be deemed to be a single instrument. Upon the request of either party, the other party shall execute and deliver all documents and do all things reasonably necessary or desirable to the implementation and consummation of the purchase and sale of the Easement as contemplated hereunder. Seller and Buyer shall each execute three (3) copies of this Agreement. One (1) executed copy of this Agreement shall be retained by Seller and two (2) executed copies of this Agreement shall be retained by Buyer.

BUYER:

**GREATER CLEVELAND REGIONAL
TRANSIT AUTHORITY**
1240 West 6th Street
Cleveland, Ohio 44113-1331

WITNESS:

By: _____
Joseph A. Calabrese, CEO and
General Manager/Secretary-Treasurer

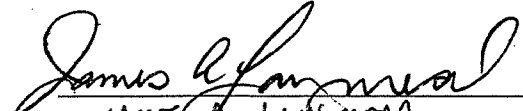
The legal form and correctness of the within instrument are hereby approved.

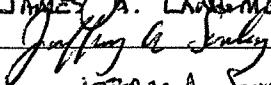
Sheryl King Benford, General Counsel
Deputy General Manager for Legal Affairs

Date: _____ 200__

The undersigned, as Seller, hereby accepts the above offer and agrees to all terms and conditions therein stated.

WITNESS:

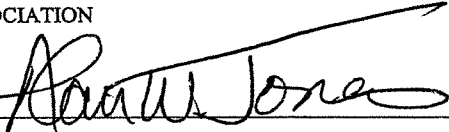


JAMES A. LANGMEAD


JEFFREY A. SMITH

SELLER:

BOARD OF TRUSTEES OF THE ANCIENT ACCEPTED SCOTTISH RITE OF
FREEMASONRY, VALLEY OF CLEVELAND, AN UNINCORPORATED
ASSOCIATION

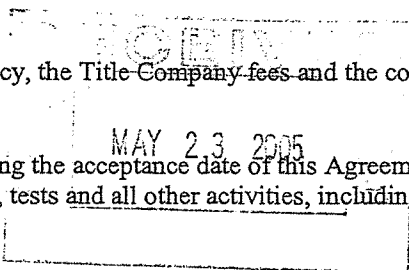
By: 

Its: Secretary

Date: MAY 20 _____, 2005

OFFER TO PURCHASE RIGHT OF WAY AND EASEMENTParcel(s) 131 SH, TCleveland, Ohio, May 19 2005

1. The Greater Cleveland Regional Transit Authority ("GCRTA") ("Buyer") hereby offers to buy from 3600 Properties, LLC, an Ohio Limited Liability Company ("Seller") the easement and easement rights over, under, on, across and through that certain real property owned by Seller located at 3600 Euclid Avenue, Cleveland, Ohio, as more fully set forth in that certain Permanent Right of Way and Use Easement and that certain Temporary Right of Way and Use Easement a copy of which is attached hereto and made a part hereof as **Exhibit "A"** (the "Easement").
2. Buyer agrees to pay for the Easement the sum of \$2,684.00 ((the "Purchase Price") on the Closing Date (hereinafter defined) through the office of Surety Title Agency, Inc., 1010 Leader Building, Cleveland, Ohio (the "Title Company").
3. The real property encumbered by the Easement is free and clear of all liens, encumbrances, leases, rights of possession, easements, conditions and restrictions except for (i) real estate taxes and assessments, both general and special, not yet due and payable as of the Closing Date, (ii) building and zoning ordinances and (iii) such other exceptions to title (the "Permitted Exceptions") as are set forth on **Exhibit "B"** attached hereto and made a part hereof. As a condition to Buyer's obligation to Close, the Title Company shall furnish an ALTA Owner's Policy of Title Insurance Form 1970B (with the standard title exceptions deleted) in the amount of the purchase price (the "Title Policy") as evidence or assurance that there has been conveyed to Buyer the Easement required to be conveyed hereunder. If there have been improvements or construction within the period provided by law for the filing of mechanic's liens that could affect the Easement, then Seller shall furnish satisfactory evidence of the payment in full of all labor and materials to the Title Company.
4. When accepted this offer shall constitute an agreement ("Agreement") for the purchase and sale of the Easement. This Agreement shall serve as instructions to the Title Company. Time is of the essence.
5. The Purchase Price and the Easement (in fully executed form) are to be deposited with the Title Company on or before the Closing Date. The Closing Date for this transaction shall be selected by the Buyer and shall be no later than 120 days after the execution of this Agreement by Buyer (the "Closing Date"). On the Closing Date, the Title Company shall cause title to the real property encumbered by the Easement to be searched, and provided the Title Company will issue the Title Policy and the Title Company has received all funds and documents to be deposited hereunder, the Title Company shall cause the Easement to be filed for record and the Purchase Price disbursed in accordance with this Agreement. The Title Company also shall timely file all forms, notices and documents required to be filed with the Internal Revenue Service in connection with this transaction.
6. Title Company shall charge Buyer with the cost of the Title Policy, the Title Company fees and the cost of recording the Easement.
7. Buyer, its agents and representatives shall have the right following the acceptance date of this Agreement by Seller to enter the Easement area for purposes of undertaking inspections, tests and all other activities, including construction related to the Euclid Corridor Transportation Project.
8. Seller covenants, represents and warrants to Buyer as follows:
 - (a) Seller has the full right and authority to convey the Easement to Buyer pursuant to this Agreement and no other person or firm on behalf of Seller is a necessary party to this transaction;
 - (b) Seller is not, nor is any person or firm executing this document on behalf of Seller, included on the list of Specially Designated Nationals and Blocked Persons published by the Office of Foreign Assets Control of the U.S. Department of Treasury;
 - (c) Seller is duly organized and existing in good standing under the laws of the State of Ohio and has the exclusive right of possession of the real property subject to the Easement;
 - (d) There is not located in, on, under or about real property subject to the Easement any "Hazardous Materials", in violation of any applicable laws, ordinances, governmental rules and regulations ("Laws"); and all operations and activities on, under or about the real property encumbered by the Easement are in compliance with all Laws. For purposes hereof, "Hazardous Materials" means any substance, material or waste which is or becomes regulated by any local governmental authority, the state in which the Easement is located or the United States



Government, including, but not limited to, any material or substance which is deemed to be a pollutant, contaminant, hazardous material, hazardous substance, hazardous chemical, hazardous waste, extremely hazardous waste, toxic substance or material or restricted hazardous waste pursuant to Laws;

- (e) There are no gas wells or other wells (whether or not capped) nor any underground storage tanks under any part of the real property subject to the Easement;
- (f) There is no litigation, proceeding or action pending or to Seller's best knowledge, threatened against or relating to Seller or the real property subject to the Easement;
- (g) Except as set forth on Exhibit "B", there are no easements, conditions, leases, encumbrances, liens, restrictions or other agreements affecting the real property subject to the Easement;

9. Buyer represents and warrants to Seller as follows:

- (a) Subject to approval of this Agreement and the transaction contemplated hereunder by Buyer's Board of Trustees, Buyer has the full right and authority to purchase the Easement pursuant to this Agreement and no other person or firm is a necessary party on behalf of Buyer to this transaction;
- (b) Buyer is not, nor is any person executing this document on behalf of Buyer, included on the list of Specially Designated Nationals and Blocked Persons published by the Office of Foreign Assets Control of the U.S. Department of Treasury

10. Seller and Buyer each hereby represents and warrants to the other that no real estate broker or salesperson has been involved in this transaction and that no real estate broker or salesperson has initiated the sale of the Easement. Seller hereby agrees to indemnify, defend and hold harmless Buyer from any claims for commissions by any broker or salesperson claiming to have dealt with Seller.

11. If Seller fails to perform any of Seller's obligations under this Agreement, then Buyer shall be entitled to (a) terminate this Agreement and receive the immediate return of all money paid hereunder, or (b) have this Agreement specifically enforced and/or (c) recover from Seller all damages, including consequential damages plus court costs and attorney fees. If Buyer fails to perform any of Buyer's obligations under this Agreement, then Seller may recover from Buyer all damages, including consequential damages plus court costs and attorney fees.

12. Each person signing this Agreement in a representative capacity warrants his or her authority to do so. Each person signing below warrants that, unless a representative capacity is set forth in connection with his or her signature, he or she is acting alone. The terms Buyer and Seller shall include all parties so designated and their respective heirs, personal representative, legatees, devisees, successors and permitted assigns and wherever the singular is used it shall include the plural and wherever the masculine gender is used it shall include the neuter and feminine, as the context requires.

13. This Agreement and the Easement contain the entire agreement between the parties hereto and they shall not be bound by any terms, warranties or representations, oral or written, not herein contained. The warranties and representations herein shall be deemed made as of the date of acceptance hereof by Seller and again as of the Closing Date and shall survive the Closing.

14. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be delivered personally or shall be mailed by certified or registered mail, postage prepaid, return receipt requested, addressed to the parties at the following addresses, or such other or further addresses as either of the parties shall request by further written notice given in the manner herein required:

If to Buyer:

Greater Cleveland Regional Transit Authority
1240 West 6th Street
Cleveland, Ohio 44113-1331
Attn: Kenneth E. Banks – Senior Counsel Contracts and Real Estate

With a copy to:

Greater Cleveland Regional Transit Authority
1240 West 6th Street
Cleveland, Ohio 44113-1331
Attn: James D. DeRosa – Deputy Project Manager – Real Estate

If to Seller:

3600 Properties, LLC, an Ohio Limited Liability Company
722 Literary Ave
Cleveland, OH 44113
Attn: GIANCARLO CALICCHIA, MANAGER

- 15. Except as and to the extent required by law, Seller shall not disclose the price, terms or conditions set forth in this Agreement or with respect to this transaction at any time or in any manner except to Seller's agents and representatives on a "need to know" basis and then only if such agents and representatives agree on their own behalf to be bound by the terms and conditions of this Section 15.
- 16. In the event that any provision of this Agreement or portion thereof shall be declared by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.
- 17. This Agreement may be executed in multiple counterparts which, when taken together, shall be deemed to be a single instrument. Upon the request of either party, the other party shall execute and deliver all documents and do all things reasonably necessary or desirable to the implementation and consummation of the purchase and sale of the Easement as contemplated hereunder. Seller and Buyer shall each execute three (3) copies of this Agreement. One (1) executed copy of this Agreement shall be retained by Seller and two (2) executed copies of this Agreement shall be retained by Buyer.

BUYER:

**GREATER CLEVELAND REGIONAL
TRANSIT AUTHORITY**
1240 West 6th Street
Cleveland, Ohio 44113-1331

WITNESS:

By: _____
Joseph A. Calabrese, CEO and
General Manager/Secretary-Treasurer

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

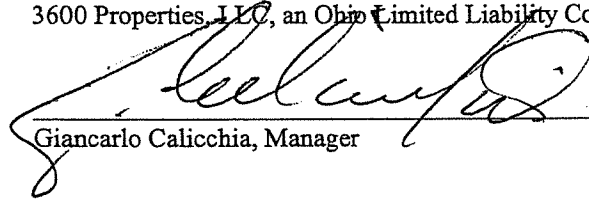
Sheryl King Benford, General Counsel
Deputy General Manager for Legal Affairs

Date: _____ 200__

The undersigned, as Seller, hereby accepts the above offer and agrees to all terms and conditions therein stated.


SELLER:

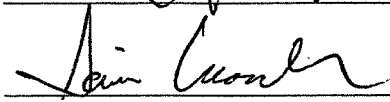
3600 Properties, LLC, an Ohio Limited Liability Company



Giancarlo Calicchia, Manager

WITNESS:





Date: May 19, 2005

EXHIBIT D

OFFER TO PURCHASE RIGHT OF WAY AND EASEMENT

Parcel(s) 146 SH, T

Cleveland, Ohio, May 11, 2005

1. The Greater Cleveland Regional Transit Authority ("GCRTA") ("Buyer") hereby offers to buy from The Most Reverend, Anthony M. Pilla, Bishop of the Roman Catholic Diocese of Cleveland ("Seller") the easement and easement rights over, under, on, across and through that certain real property owned by Seller located at 4108-4200 Euclid Avenue, Cleveland, Ohio, as more fully set forth in that certain Permanent Right of Way and Use Easement and that certain Temporary Right of Way and Use Easement a copy of which is attached hereto and made a part hereof as **Exhibit "A"** (the "Easement").
2. Buyer agrees to pay for the Easement the sum of \$4,574.00 (the "Purchase Price") on the Closing Date (hereinafter defined) through the office of Surety Title Agency, Inc., 1010 Leader Building, Cleveland, Ohio (the "Title Company").
3. The real property encumbered by the Easement is free and clear of all liens, encumbrances, leases, rights of possession, easements, conditions and restrictions except for (i) real estate taxes and assessments, both general and special, not yet due and payable as of the Closing Date, (ii) building and use restrictions, (iii) zoning ordinances and (iv) such other exceptions to title (the "Permitted Exceptions") as are set forth on **Exhibit "B"** attached hereto and made a part hereof. As a condition to Buyer's obligation to Close, the Title Company shall furnish an ALTA Owner's Policy of Title Insurance Form 1970B (with the standard title exceptions deleted) in the amount of the purchase price (the "Title Policy") as evidence or assurance that there has been conveyed to Buyer the Easement required to be conveyed hereunder. If there have been improvements or construction within the period provided by law for the filing of mechanic's liens that could affect the Easement, then Seller shall furnish satisfactory evidence of the payment in full of all labor and materials to the Title Company.
4. When accepted this offer shall constitute an agreement ("Agreement") for the purchase and sale of the Easement. This Agreement shall serve as instructions to the Title Company. Time is of the essence.
5. The Purchase Price and the Easement (in fully executed form) are to be deposited with the Title Company on or before the Closing Date. The Closing Date for this transaction shall be selected by the Buyer and shall be no later than 120 days after the execution of this Agreement by Buyer (the "Closing Date"). On the Closing Date, the Title Company shall cause title to the real property encumbered by the Easement to be searched, and provided the Title Company will issue the Title Policy and the Title Company has received all funds and documents to be deposited hereunder, the Title Company shall cause the Easement to be filed for record and the Purchase Price disbursed in accordance with this Agreement. The Title Company also shall timely file all forms, notices and documents required to be filed with the Internal Revenue Service in connection with this transaction.
6. Title Company shall charge Buyer with the cost of the Title Policy, the Title Company fees and the cost of recording the Easement.
7. Buyer, its agents and representatives shall have the right following the acceptance date of this Agreement by Seller to enter the Easement area for purposes of undertaking inspections, tests and all other activities, including construction related to the Euclid Corridor Transportation Project.
8. Seller covenants, represents and warrants to Buyer as follows:
 - (a) Seller has the full right and authority to convey the Easement to Buyer pursuant to this Agreement and no other person or firm on behalf of Seller is a necessary party to this transaction;
 - (b) Seller is not, nor is any person or firm executing this document on behalf of Seller, included on the list of Specially Designated Nationals and Blocked Persons published by the Office of Foreign Assets Control of the U.S. Department of Treasury;
 - (c) Seller is duly organized and existing in good standing under the laws of the State of Ohio and has the exclusive right of possession of the real property subject to the Easement;
 - (d) There is not located in, on, under or about real property subject to the Easement any "Hazardous Materials", in violation of any applicable laws, ordinances, governmental rules and regulations ("Laws"); and all operations and activities on, under or about the real property encumbered by the Easement are in compliance with all Laws. For purposes hereof, "Hazardous Materials" means any substance, material or waste which is or becomes

regulated by any local governmental authority, the state in which the Easement is located or the United States Government, including, but not limited to, any material or substance which is deemed to be a pollutant, contaminant, hazardous material, hazardous substance, hazardous chemical, hazardous waste, extremely hazardous waste, toxic substance or material or restricted hazardous waste pursuant to Laws;

- (e) There are no gas wells or other wells (whether or not capped) nor any underground storage tanks under any part of the real property subject to the Easement;
- (f) There is no litigation, proceeding or action pending or to Seller's best knowledge, threatened against or relating to Seller or the real property subject to the Easement;
- (g) Except as set forth on Exhibit "B", there are no easements, conditions, leases, encumbrances, liens, restrictions or other agreements affecting the real property subject to the Easement;

9. Buyer represents and warrants to Seller as follows:

- (a) Subject to approval of this Agreement and the transaction contemplated hereunder by Buyer's Board of Trustees, Buyer has the full right and authority to purchase the Easement pursuant to this Agreement and no other person or firm is a necessary party on behalf of Buyer to this transaction;
- (b) Buyer is not, nor is any person executing this document on behalf of Buyer, included on the list of Specially Designated Nationals and Blocked Persons published by the Office of Foreign Assets Control of the U.S. Department of Treasury

- 10. Seller and Buyer each hereby represents and warrants to the other that no real estate broker or salesperson has been involved in this transaction and that no real estate broker or salesperson has initiated the sale of the Easement. Seller hereby agrees to indemnify, defend and hold harmless Buyer from any claims for commissions by any broker or salesperson claiming to have dealt with Seller.
- 11. If Seller fails to perform any of Seller's obligations under this Agreement, then Buyer shall be entitled to (a) terminate this Agreement and receive the immediate return of all money paid hereunder, or (b) have this Agreement specifically enforced and/or (c) recover from Seller all damages, including consequential damages plus court costs and attorney fees. If Buyer fails to perform any of Buyer's obligations under this Agreement, then Seller may recover from Buyer all damages, including consequential damages plus court costs and attorney fees.
- 12. Each person signing this Agreement in a representative capacity warrants his or her authority to do so. Each person signing below warrants that, unless a representative capacity is set forth in connection with his or her signature, he or she is acting alone. The terms Buyer and Seller shall include all parties so designated and their respective heirs, personal representative, legatees, devisees, successors and permitted assigns and wherever the singular is used it shall include the plural and wherever the masculine gender is used it shall include the neuter and feminine, as the context requires.
- 13. This Agreement and the Easement contain the entire agreement between the parties hereto and they shall not be bound by any terms, warranties or representations, oral or written, not herein contained. The warranties and representations herein shall be deemed made as of the date of acceptance hereof by Seller and again as of the Closing Date and shall survive the Closing.
- 14. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be delivered personally or shall be mailed by certified or registered mail, postage prepaid, return receipt requested, addressed to the parties at the following addresses, or such other or further addresses as either of the parties shall request by further written notice given in the manner herein required:

If to Buyer:

Greater Cleveland Regional Transit Authority
1240 West 6th Street
Cleveland, Ohio 44113-1331
Attn: Kenneth E. Banks – Senior Counsel Contracts and Real Estate

With a copy to:

Greater Cleveland Regional Transit Authority
1240 West 6th Street
Cleveland, Ohio 44113-1331
Attn: James D. DeRosa – Deputy Project Manager – Real Estate

If to Seller:

The Most Reverend, Anthony M. Pilla,
Bishop of the Roman Catholic Diocese of Cleveland
1404 East 9th Street, Suite 701
Cleveland, Ohio 44114
Attn: Kevin Burke, Assoc. General Counsel

- 15. Except as and to the extent required by law, Seller shall not disclose the price, terms or conditions set forth in this Agreement or with respect to this transaction at any time or in any manner except to Seller's agents and representatives on a "need to know" basis and then only if such agents and representatives agree on their own behalf to be bound by the terms and conditions of this Section 15.
- 16. In the event that any provision of this Agreement or portion thereof shall be declared by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.
- 17. This Agreement may be executed in multiple counterparts which, when taken together, shall be deemed to be a single instrument. Upon the request of either party, the other party shall execute and deliver all documents and do all things reasonably necessary or desirable to the implementation and consummation of the purchase and sale of the Easement as contemplated hereunder. Seller and Buyer shall each execute three (3) copies of this Agreement. One (1) executed copy of this Agreement shall be retained by Seller and two (2) executed copies of this Agreement shall be retained by Buyer.

BUYER:

**GREATER CLEVELAND REGIONAL
TRANSIT AUTHORITY**
1240 West 6th Street
Cleveland, Ohio 44113-1331

WITNESS:

By: _____
Joseph A. Calabrese, CEO and
General Manager/Secretary-Treasurer

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

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

Date: _____ 200__

The undersigned, as Seller, hereby accepts the above offer and agrees to all terms and conditions therein stated.

WITNESS:

SELLER:

John. Baitel

+ Anthony M. Pilla
The Most Reverend, Anthony M. Pilla,
Bishop of the Roman Catholic Diocese of Cleveland

Sue Gager

Date: MAY 11, ,2005

EXHIBIT E

OFFER TO PURCHASE RIGHT OF WAY AND EASEMENT

Parcel(s) 215 SH, T

Cleveland, Ohio, May 26 2005

1. The Greater Cleveland Regional Transit Authority ("GCRTA") ("Buyer") hereby offers to buy from Community Development Properties-Cleveland, Inc., an Ohio Corporation ("Seller") the easement and easement rights over, under, on, across and through that certain real property owned by Seller located at 7829 Euclid Avenue, Cleveland, Ohio, as more fully set forth in that certain Permanent Right of Way and Use Easement and that certain Temporary Right of Way and Use Easement a copy of which is attached hereto and made a part hereof as Exhibit "A" (the "Easement").
2. Buyer agrees to pay for the Easement the sum of \$4,866.00 (the "Purchase Price") on the Closing Date (hereinafter defined) through the office of Surety Title Agency, Inc., 1010 Leader Building, Cleveland, Ohio (the "Title Company").
3. The real property encumbered by the Easement is free and clear of all liens, encumbrances, leases, rights of possession, easements, conditions and restrictions except for (i) real estate taxes and assessments, both general and special, not yet due and payable as of the Closing Date, (ii) building and zoning ordinances and (iii) such other exceptions to title (the "Permitted Exceptions") as are set forth on Exhibit "B" attached hereto and made a part hereof. As a condition to Buyer's obligation to Close, the Title Company shall furnish an ALTA Owner's Policy of Title Insurance Form 1970B (with the standard title exceptions deleted) in the amount of the purchase price (the "Title Policy") as evidence or assurance that there has been conveyed to Buyer the Easement required to be conveyed hereunder. If there have been improvements or construction within the period provided by law for the filing of mechanic's liens that could affect the Easement, then Seller shall furnish satisfactory evidence of the payment in full of all labor and materials to the Title Company.
4. When accepted this offer shall constitute an agreement ("Agreement") for the purchase and sale of the Easement. This Agreement shall serve as instructions to the Title Company. Time is of the essence.
5. The Purchase Price and the Easement (in fully executed form) are to be deposited with the Title Company on or before the Closing Date. The Closing Date for this transaction shall be selected by the Buyer and shall be no later than 120 days after the execution of this Agreement by Buyer (the "Closing Date"). On the Closing Date, the Title Company shall cause title to the real property encumbered by the Easement to be searched, and provided the Title Company will issue the Title Policy and the Title Company has received all funds and documents to be deposited hereunder, the Title Company shall cause the Easement to be filed for record and the Purchase Price disbursed in accordance with this Agreement. The Title Company also shall timely file all forms, notices and documents required to be filed with the Internal Revenue Service in connection with this transaction.
6. Title Company shall charge Buyer with the cost of the Title Policy, the Title Company fees and the cost of recording the Easement.
7. Buyer, its agents and representatives shall have the right following the acceptance date of this Agreement by Seller to enter the Easement area for purposes of undertaking inspections, tests and all other activities, including construction related to the Euclid Corridor Transportation Project.
8. Seller covenants, represents and warrants to Buyer as follows:
 - (a) Seller has the full right and authority to convey the Easement to Buyer pursuant to this Agreement and no other person or firm on behalf of Seller is a necessary party to this transaction;
 - (b) Seller is not, nor is any person or firm executing this document on behalf of Seller, included on the list of Specially Designated Nationals and Blocked Persons published by the Office of Foreign Assets Control of the U.S. Department of Treasury;
 - (c) Seller is duly organized and existing in good standing under the laws of the State of Ohio and has the exclusive right of possession of the real property subject to the Easement;
 - (d) There is not located in, on, under or about real property subject to the Easement any "Hazardous Materials", in violation of any applicable laws, ordinances, governmental rules and regulations ("Laws"); and all operations and activities on, under or about the real property encumbered by the Easement are in compliance with all Laws. For purposes hereof, "Hazardous Materials" means any substance, material or waste which is or becomes regulated by any local governmental authority, the state in which the Easement is located or the United States

Government, including, but not limited to, any material or substance which is deemed to be a pollutant, contaminant, hazardous material, hazardous substance, hazardous chemical, hazardous waste, extremely hazardous waste, toxic substance or material or restricted hazardous waste pursuant to Laws;

- (e) There are no gas wells or other wells (whether or not capped) nor any underground storage tanks under any part of the real property subject to the Easement;
- (f) There is no litigation, proceeding or action pending or to Seller's best knowledge, threatened against or relating to Seller or the real property subject to the Easement;
- (g) Except as set forth on **Exhibit "B"**, there are no easements, conditions, leases, encumbrances, liens, restrictions or other agreements affecting the real property subject to the Easement;

9. Buyer represents and warrants to Seller as follows:

- (a) Subject to approval of this Agreement and the transaction contemplated hereunder by Buyer's Board of Trustees, Buyer has the full right and authority to purchase the Easement pursuant to this Agreement and no other person or firm is a necessary party on behalf of Buyer to this transaction;
- (b) Buyer is not, nor is any person executing this document on behalf of Buyer, included on the list of Specially Designated Nationals and Blocked Persons published by the Office of Foreign Assets Control of the U.S. Department of Treasury

- 10. Seller and Buyer each hereby represents and warrants to the other that no real estate broker or salesperson has been involved in this transaction and that no real estate broker or salesperson has initiated the sale of the Easement. Seller hereby agrees to indemnify, defend and hold harmless Buyer from any claims for commissions by any broker or salesperson claiming to have dealt with Seller.
- 11. If Seller fails to perform any of Seller's obligations under this Agreement, then Buyer shall be entitled to (a) terminate this Agreement and receive the immediate return of all money paid hereunder, or (b) have this Agreement specifically enforced and/or (c) recover from Seller all damages, including consequential damages plus court costs and attorney fees. If Buyer fails to perform any of Buyer's obligations under this Agreement, then Seller may recover from Buyer all damages, including consequential damages plus court costs and attorney fees.
- 12. Each person signing this Agreement in a representative capacity warrants his or her authority to do so. Each person signing below warrants that, unless a representative capacity is set forth in connection with his or her signature, he or she is acting alone. The terms Buyer and Seller shall include all parties so designated and their respective heirs, personal representative, legatees, devisees, successors and permitted assigns and wherever the singular is used it shall include the plural and wherever the masculine gender is used it shall include the neuter and feminine, as the context requires.
- 13. This Agreement and the Easement contain the entire agreement between the parties hereto and they shall not be bound by any terms, warranties or representations, oral or written, not herein contained. The warranties and representations herein shall be deemed made as of the date of acceptance hereof by Seller and again as of the Closing Date and shall survive the Closing.
- 14. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be delivered personally or shall be mailed by certified or registered mail, postage prepaid, return receipt requested, addressed to the parties at the following addresses, or such other or further addresses as either of the parties shall request by further written notice given in the manner herein required:

If to Buyer:

Greater Cleveland Regional Transit Authority
1240 West 6th Street
Cleveland, Ohio 44113-1331
Attn: Kenneth E. Banks – Senior Counsel Contracts and Real Estate

With a copy to:

Greater Cleveland Regional Transit Authority
1240 West 6th Street
Cleveland, Ohio 44113-1331
Attn: James D. DeRosa – Deputy Project Manager – Real Estate

If to Seller:

Community Development Properties-Cleveland, Inc.,
a(n) Ohio Corporation

51 East 42nd Street, Suite 300
New York, NY 10017
Attn: Robert V. Davenport

- 15. Except as and to the extent required by law, Seller shall not disclose the price, terms or conditions set forth in this Agreement or with respect to this transaction at any time or in any manner except to Seller's agents and representatives on a "need to know" basis and then only if such agents and representatives agree on their own behalf to be bound by the terms and conditions of this Section 15.
- 16. In the event that any provision of this Agreement or portion thereof shall be declared by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.
- 17. This Agreement may be executed in multiple counterparts which, when taken together, shall be deemed to be a single instrument. Upon the request of either party, the other party shall execute and deliver all documents and do all things reasonably necessary or desirable to the implementation and consummation of the purchase and sale of the Easement as contemplated hereunder. Seller and Buyer shall each execute three (3) copies of this Agreement. One (1) executed copy of this Agreement shall be retained by Seller and two (2) executed copies of this Agreement shall be retained by Buyer.

BUYER:

**GREATER CLEVELAND REGIONAL
TRANSIT AUTHORITY**
1240 West 6th Street
Cleveland, Ohio 44113-1331

WITNESS:

By: _____
Joseph A. Calabrese, CEO and
General Manager/Secretary-Treasurer

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

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

Date: _____ 200__

The undersigned, as Seller, hereby accepts the above offer and agrees to all terms and conditions therein stated.

WITNESS:

x [Signature]
x [Signature]

SELLER:

COMMUNITY DEVELOPMENT PROPERTIES CLEVELAND, INC.,
AN OHIO CORPORATION

By: [Signature]

Its: Chairman

Date: May 26, 2005

EXHIBIT F

OFFER TO PURCHASE RIGHT OF WAY AND EASEMENT

Parcel(s) 191 SH

Cleveland, Ohio, June 7, 2005

1. The Greater Cleveland Regional Transit Authority ("GCRTA") ("Buyer") hereby offers to buy from 6820 Euclid, LTD., an Ohio Limited Liability Company ("Seller") the easement and easement rights over, under, on, across and through that certain real property owned by Seller located at 6806 Euclid Avenue, Cleveland, Ohio, as more fully set forth in that certain Permanent Right of Way and Use Easement and that certain Temporary Right of Way and Use Easement a copy of which is attached hereto and made a part hereof as **Exhibit "A"** (the "Easement").
2. Buyer agrees to pay for the Easement the sum of \$12,048.00 (the "Purchase Price") on the Closing Date (hereinafter defined) through the office of Surety Title Agency, Inc., 1010 Leader Building, Cleveland, Ohio (the "Title Company").
3. The real property encumbered by the Easement is free and clear of all liens, encumbrances, leases, rights of possession, easements, conditions and restrictions except for (i) real estate taxes and assessments, both general and special, not yet due and payable as of the Closing Date, (ii) building and use restrictions, (iii) zoning ordinances and (iv) such other exceptions to title (the "Permitted Exceptions") as are set forth on **Exhibit "B"** attached hereto and made a part hereof. As a condition to Buyer's obligation to Close, the Title Company shall furnish an ALTA Owner's Policy of Title Insurance Form 1970B (with the standard title exceptions deleted) in the amount of the purchase price (the "Title Policy") as evidence or assurance that there has been conveyed to Buyer the Easement required to be conveyed hereunder. If there have been improvements or construction within the period provided by law for the filing of mechanic's liens that could affect the Easement, then Seller shall furnish satisfactory evidence of the payment in full of all labor and materials to the Title Company.
4. When accepted this offer shall constitute an agreement ("Agreement") for the purchase and sale of the Easement. This Agreement shall serve as instructions to the Title Company. Time is of the essence.
5. The Purchase Price and the Easement (in fully executed form) are to be deposited with the Title Company on or before the Closing Date. The Closing Date for this transaction shall be selected by the Buyer and shall be no later than 120 days after the execution of this Agreement by Buyer (the "Closing Date"). On the Closing Date, the Title Company shall cause title to the real property encumbered by the Easement to be searched, and provided the Title Company will issue the Title Policy and the Title Company has received all funds and documents to be deposited hereunder, the Title Company shall cause the Easement to be filed for record and the Purchase Price disbursed in accordance with this Agreement. The Title Company also shall timely file all forms, notices and documents required to be filed with the Internal Revenue Service in connection with this transaction.
6. Title Company shall charge Buyer with the cost of the Title Policy, the Title Company fees and the cost of recording the Easement.
7. Buyer, its agents and representatives shall have the right following the acceptance date of this Agreement by Seller to enter the Easement area for purposes of undertaking inspections, tests and all other activities, including construction related to the Euclid Corridor Transportation Project.
8. Seller covenants, represents and warrants to Buyer as follows:
 - (a) Seller has the full right and authority to convey the Easement to Buyer pursuant to this Agreement and no other person or firm on behalf of Seller is a necessary party to this transaction;
 - (b) Seller is not, nor is any person or firm executing this document on behalf of Seller, included on the list of Specially Designated Nationals and Blocked Persons published by the Office of Foreign Assets Control of the U.S. Department of Treasury;
 - (c) Seller is duly organized and existing in good standing under the laws of the State of Ohio and has the exclusive right of possession of the real property subject to the Easement;
 - (d) There is not located in, on, under or about real property subject to the Easement any "Hazardous Materials", in violation of any applicable laws, ordinances, governmental rules and regulations ("Laws"); and all operations and activities on, under or about the real property encumbered by the Easement are in compliance with all Laws. For purposes hereof, "Hazardous Materials" means any substance, material or waste which is or becomes regulated by any local governmental authority, the state in which the Easement is located or the United States

Government, including, but not limited to, any material or substance which is deemed to be a pollutant, contaminant, hazardous material, hazardous substance, hazardous chemical, hazardous waste, extremely hazardous waste, toxic substance or material or restricted hazardous waste pursuant to Laws;

- (e) There are no gas wells or other wells (whether or not capped) nor any underground storage tanks under any part of the real property subject to the Easement;
- (f) There is no litigation, proceeding or action pending or to Seller's best knowledge, threatened against or relating to Seller or the real property subject to the Easement;
- (g) Except as set forth on Exhibit "B", there are no easements, conditions, leases, encumbrances, liens, restrictions or other agreements affecting the real property subject to the Easement;

9. Buyer represents and warrants to Seller as follows:

- (a) Subject to approval of this Agreement and the transaction contemplated hereunder by Buyer's Board of Trustees, Buyer has the full right and authority to purchase the Easement pursuant to this Agreement and no other person or firm is a necessary party on behalf of Buyer to this transaction;
- (b) Buyer is not, nor is any person executing this document on behalf of Buyer, included on the list of Specially Designated Nationals and Blocked Persons published by the Office of Foreign Assets Control of the U.S. Department of Treasury

10. Seller and Buyer each hereby represents and warrants to the other that no real estate broker or salesperson has been involved in this transaction and that no real estate broker or salesperson has initiated the sale of the Easement. Seller hereby agrees to indemnify, defend and hold harmless Buyer from any claims for commissions by any broker or salesperson claiming to have dealt with Seller.

11. If Seller fails to perform any of Seller's obligations under this Agreement, then Buyer shall be entitled to (a) terminate this Agreement and receive the immediate return of all money paid hereunder, or (b) have this Agreement specifically enforced and/or (c) recover from Seller all damages, including consequential damages plus court costs and attorney fees. If Buyer fails to perform any of Buyer's obligations under this Agreement, then Seller may recover from Buyer all damages, including consequential damages plus court costs and attorney fees.

12. Each person signing this Agreement in a representative capacity warrants his or her authority to do so. Each person signing below warrants that, unless a representative capacity is set forth in connection with his or her signature, he or she is acting alone. The terms Buyer and Seller shall include all parties so designated and their respective heirs, personal representative, legatees, devisees, successors and permitted assigns and wherever the singular is used it shall include the plural and wherever the masculine gender is used it shall include the neuter and feminine, as the context requires.

13. This Agreement and the Easement contain the entire agreement between the parties hereto and they shall not be bound by any terms, warranties or representations, oral or written, not herein contained. The warranties and representations herein shall be deemed made as of the date of acceptance hereof by Seller and again as of the Closing Date and shall survive the Closing.

14. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be delivered personally or shall be mailed by certified or registered mail, postage prepaid, return receipt requested, addressed to the parties at the following addresses, or such other or further addresses as either of the parties shall request by further written notice given in the manner herein required:

If to Buyer:

Greater Cleveland Regional Transit Authority
1240 West 6th Street
Cleveland, Ohio 44113-1331
Attn: Kenneth E. Banks – Senior Counsel Contracts and Real Estate

With a copy to:

Greater Cleveland Regional Transit Authority
1240 West 6th Street
Cleveland, Ohio 44113-1331
Attn: James D. DeRosa – Deputy Project Manager – Real Estate

If to Seller:

6820 Euclid, LTD., an Ohio Limited Liability Company
2851 Euclid Heights Blvd
Cleveland Heights, OH 44118
Attn: Isabella Basile

- 15. Except as and to the extent required by law, Seller shall not disclose the price, terms or conditions set forth in this Agreement or with respect to this transaction at any time or in any manner except to Seller's agents and representatives on a "need to know" basis and then only if such agents and representatives agree on their own behalf to be bound by the terms and conditions of this Section 15.
- 16. In the event that any provision of this Agreement or portion thereof shall be declared by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.
- 17. This Agreement may be executed in multiple counterparts which, when taken together, shall be deemed to be a single instrument. Upon the request of either party, the other party shall execute and deliver all documents and do all things reasonably necessary or desirable to the implementation and consummation of the purchase and sale of the Easement as contemplated hereunder. Seller and Buyer shall each execute three (3) copies of this Agreement. One (1) executed copy of this Agreement shall be retained by Seller and two (2) executed copies of this Agreement shall be retained by Buyer.

BUYER:

**GREATER CLEVELAND REGIONAL
TRANSIT AUTHORITY**
1240 West 6th Street
Cleveland, Ohio 44113-1331

WITNESS:

By: _____
Joseph A. Calabrese, CEO and
General Manager/Secretary-Treasurer

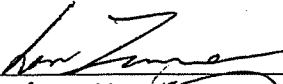
The legal form and correctness of the within
instrument are hereby approved.

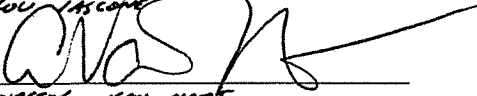
Sheryl King Benford, General Counsel
Deputy General Manager for Legal Affairs

Date: _____ 200__

The undersigned, as Seller, hereby accepts the above offer and agrees to all terms and conditions therein stated.

WITNESS:



LOU LASCONE


ANDREW VAN NOY

SELLER:

6820 EUCLID, LTD., AN OHIO LIMITED LIABILITY COMPANY



By: Isabella Basile, Managing Member

Date: June 7 .2005




J.29

<p>AUTHORIZING THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY TO ENTER INTO PURCHASE AGREEMENTS TO PURCHASE A PERMANENT AND TEMPORARY EASEMENT FOR THE EUCLID CORRIDOR TRANSPORTATION PROJECT FOR: A.) ECTP PARCEL NUMBER 173, BEARING CUYAHOGA COUNTY AUDITOR'S PERMANENT PARCEL NUMBER 118-04-013 AND LOCATED AT 6201-6211 EUCLID AVENUE IN CLEVELAND, OHIO IN THE AMOUNT OF \$8,079.00. B.) ECTP PARCEL NUMBER 132, BEARING CUYAHOGA COUNTY AUDITOR'S PERMANENT PARCEL NUMBERS 103-07-005 AND 103-07-006 LOCATED AT 3635 EUCLID AVENUE IN CLEVELAND, OHIO IN THE AMOUNT OF \$5,205.00. C.) ECTP PARCEL NUMBER 131, BEARING CUYAHOGA COUNTY AUDITOR'S PERMANENT PARCEL NUMBERS 103-07-011 AND 103-07-012 AND LOCATED AT 3600 EUCLID AVENUE IN CLEVELAND, OHIO IN THE AMOUNT OF \$2,684.00. D.) ECTP PARCEL NUMBER 146, BEARING CUYAHOGA COUNTY AUDITOR'S PERMANENT PARCEL NUMBERS 103-09-012, 103-09-013 AND 103-09-014 LOCATED AT 4108-4200 EUCLID AVENUE IN CLEVELAND, OHIO IN THE AMOUNT OF \$4,574.00. E.) ECTP PARCEL NUMBER 215, BEARING CUYAHOGA COUNTY AUDITOR'S PERMANENT PARCEL NUMBERS 118-10-015, 118-10-092 AND 118-10-016 LOCATED AT 7829 EUCLID AVENUE IN CLEVELAND, OHIO IN THE AMOUNT OF \$4,866.00. F.) ECTP PARCEL NUMBER 191, BEARING CUYAHOGA COUNTY AUDITOR'S PERMANENT PARCEL NUMBER 118-13-010 LOCATED AT 6806 EUCLID AVENUE IN CLEVELAND, OHIO IN THE AMOUNT OF \$12,048.00, FOR THE TOTAL AMOUNT OF \$37,456.00 (RTA DEVELOPMENT FUND-EUCLID CORRIDOR TRANSPORTATION PROJECT DEPARTMENT BUDGET).</p>	<p>Resolution No.: 2005- 80</p>
	<p>Date: June 16, 2005</p>
	<p>Initiator: Euclid Corridor Transportation Project</p>
<p>ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review/Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other _____</p>	

- 1.0 PURPOSE/SCOPE: The purpose of entering into this Purchase Agreement is to provide a legal right to acquire and transfer permanent and temporary easements for each of these properties to construct the Euclid Corridor Transportation Project – bid package C-03.
- 2.0 DESCRIPTION/JUSTIFICATION: This property is vital for right of way needed for the first phase of construction of the Euclid Corridor Transportation Project. This site must be acquired for the purpose of making and repairing roads to better improve public transportation in Cleveland and the acquisition of right of way in conjunction therewith. Construction is anticipated to commence in August 2005.
- 3.0 PROCUREMENT BACKGROUND: Does Not Apply.
- 4.0 DBE/AFFIRMATIVE ACTION BACKGROUND: Does Not Apply.
- 5.0 POLICY IMPACT: This is consistent with GCRTA's Real Estate Policy, which states that the Board must approve all acquisitions of permanent easements with a value in excess of \$2,500.00. It also complies with the ECTP Real Estate Acquisition Policy Manual (RAMP) and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

- 6.0 **ECONOMIC IMPACT:** The purchase price is payable from the RTA Development Fund, Euclid Corridor Transportation Project Department Budget, including but not limited to Capital Grant OH-03-0247 in the amount of \$23,410.00, line item 13.75.91 and Capital Grant OH-90-X484-01 in the amount of \$14,046.00, line item 13.75.91 for a total amount of \$37,456.00 (\$29,964.80 in Federal funds which represent 80% of the total cost). Federal funds under Capital Grant OH-90-X484-01 are made available through the Ohio Department of Transportation. The purchase price is based upon the fair market value of the property as determined by the property appraisal report. A Review Appraiser approved the Fair Market Value Estimate in the appraisal report. The Federal Transit Administration approved the Greater Cleveland Regional Transit Authority's settlement authority, within which the purchase price falls.
- 7.0 **ALTERNATIVES:** There are no viable alternatives to purchasing these properties. The right of way needs for the project require the acquisition of a permanent and temporary easement on each of these properties.
- 8.0 **RECOMMENDATION:** This property acquisition was reviewed by the Board of Trustees Euclid Corridor Ad Hoc Committee at their June 7, 2005 meeting. Staff recommends that the Board of Trustees approve the resolution to authorize the purchase of property.
- 9.0 **ATTACHMENTS:** Purchase Agreements (Attachments A through F)

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



CEO, General Manager/Secretary-Treasurer

OFFER TO PURCHASE RIGHT OF WAY AND EASEMENT

Parcel(s) 173 SH, T

Cleveland, Ohio, 05-13 2005

1. The Greater Cleveland Regional Transit Authority ("GCRTA") ("Buyer") hereby offers to buy from Robert Cipriani and Janet R. Cipriani, Trustees of the Cipriani Family Revocable Living Trust, UAD August 9, 1999, ("Seller") the easement and easement rights over, under, on, across and through that certain real property owned by Seller located at 6201-6211 Euclid Avenue, Cleveland, Ohio, as more fully set forth in that certain Permanent Right of Way and Use Easement and that certain Temporary Right of Way and Use Easement a copy of which is attached hereto and made a part hereof as Exhibit "A" (the "Easement").
2. Buyer agrees to pay for the Easement the sum of \$8,079.00 (the "Purchase Price") on the Closing Date (hereinafter defined) through the office of Surety Title Agency, Inc., 1010 Leader Building, Cleveland, Ohio (the "Title Company").
3. The real property encumbered by the Easement is free and clear of all liens, encumbrances, leases, rights of possession, easements, conditions and restrictions except for (i) real estate taxes and assessments, both general and special, not yet due and payable as of the Closing Date, (ii) building and zoning ordinances and (iii) such other exceptions to title (the "Permitted Exceptions") as are set forth on Exhibit "B" attached hereto and made a part hereof. As a condition to Buyer's obligation to Close, the Title Company shall furnish an ALTA Owner's Policy of Title Insurance Form 1970B (with the standard title exceptions deleted) in the amount of the purchase price (the "Title Policy") as evidence or assurance that there has been conveyed to Buyer the Easement required to be conveyed hereunder. If there have been improvements or construction within the period provided by law for the filing of mechanic's liens that could affect the Easement, then Seller shall furnish satisfactory evidence of the payment in full of all labor and materials to the Title Company.
4. When accepted this offer shall constitute an agreement ("Agreement") for the purchase and sale of the Easement. This Agreement shall serve as instructions to the Title Company. Time is of the essence.
5. The Purchase Price and the Easement (in fully executed form) are to be deposited with the Title Company on or before the Closing Date. The Closing Date for this transaction shall be selected by the Buyer and shall be no later than 120 days after the execution of this Agreement by Buyer (the "Closing Date"). On the Closing Date, the Title Company shall cause title to the real property encumbered by the Easement to be searched, and provided the Title Company will issue the Title Policy and the Title Company has received all funds and documents to be deposited hereunder, the Title Company shall cause the Easement to be filed for record and the Purchase Price disbursed in accordance with this Agreement. The Title Company also shall timely file all forms, notices and documents required to be filed with the Internal Revenue Service in connection with this transaction.
6. Title Company shall charge Buyer with the cost of the Title Policy, the Title Company fees and the cost of recording the Easement.
7. Buyer, its agents and representatives shall have the right following the acceptance date of this Agreement by Seller to enter the Easement area for purposes of undertaking inspections, tests and all other activities, including construction related to the Euclid Corridor Transportation Project.
8. Seller covenants, represents and warrants to Buyer as follows:
 - (a) Seller has the full right and authority to convey the Easement to Buyer pursuant to this Agreement and no other person or firm on behalf of Seller is a necessary party to this transaction;
 - (b) Seller is not, nor is any person or firm executing this document on behalf of Seller, included on the list of Specially Designated Nationals and Blocked Persons published by the Office of Foreign Assets Control of the U.S. Department of Treasury;
 - (c) Seller is duly organized and existing in good standing under the laws of the State of Ohio and has the exclusive right of possession of the real property subject to the Easement;
 - (d) There is not located in, on, under or about real property subject to the Easement any "Hazardous Materials", in violation of any applicable laws, ordinances, governmental rules and regulations ("Laws"); and all operations and activities on, under or about the real property encumbered by the Easement are in compliance with all Laws. For purposes hereof, "Hazardous Materials" means any substance, material or waste which is or becomes

regulated by any local governmental authority, the state in which the Easement is located or the United States Government, including, but not limited to, any material or substance which is deemed to be a pollutant, contaminant, hazardous material, hazardous substance, hazardous chemical, hazardous waste, extremely hazardous waste, toxic substance or material or restricted hazardous waste pursuant to Laws;

- (e) There are no gas wells or other wells (whether or not capped) nor any underground storage tanks under any part of the real property subject to the Easement;
- (f) There is no litigation, proceeding or action pending or to Seller's best knowledge, threatened against or relating to Seller or the real property subject to the Easement;
- (g) Except as set forth on Exhibit "B", there are no easements, conditions, leases, encumbrances, liens, restrictions or other agreements affecting the real property subject to the Easement;

9. Buyer represents and warrants to Seller as follows:

- (a) Subject to approval of this Agreement and the transaction contemplated hereunder by Buyer's Board of Trustees, Buyer has the full right and authority to purchase the Easement pursuant to this Agreement and no other person or firm is a necessary party on behalf of Buyer to this transaction;
- (b) Buyer is not, nor is any person executing this document on behalf of Buyer, included on the list of Specially Designated Nationals and Blocked Persons published by the Office of Foreign Assets Control of the U.S. Department of Treasury

- 10. Seller and Buyer each hereby represents and warrants to the other that no real estate broker or salesperson has been involved in this transaction and that no real estate broker or salesperson has initiated the sale of the Easement. Seller hereby agrees to indemnify, defend and hold harmless Buyer from any claims for commissions by any broker or salesperson claiming to have dealt with Seller.
- 11. If Seller fails to perform any of Seller's obligations under this Agreement, then Buyer shall be entitled to (a) terminate this Agreement and receive the immediate return of all money paid hereunder, or (b) have this Agreement specifically enforced and/or (c) recover from Seller all damages, including consequential damages plus court costs and attorney fees. If Buyer fails to perform any of Buyer's obligations under this Agreement, then Seller may recover from Buyer all damages, including consequential damages plus court costs and attorney fees.
- 12. Each person signing this Agreement in a representative capacity warrants his or her authority to do so. Each person signing below warrants that, unless a representative capacity is set forth in connection with his or her signature, he or she is acting alone. The terms Buyer and Seller shall include all parties so designated and their respective heirs, personal representative, legatees, devisees, successors and permitted assigns and wherever the singular is used it shall include the plural and wherever the masculine gender is used it shall include the neuter and feminine, as the context requires.
- 13. This Agreement and the Easement contain the entire agreement between the parties hereto and they shall not be bound by any terms, warranties or representations, oral or written, not herein contained. The warranties and representations herein shall be deemed made as of the date of acceptance hereof by Seller and again as of the Closing Date and shall survive the Closing.
- 14. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be delivered personally or shall be mailed by certified or registered mail, postage prepaid, return receipt requested, addressed to the parties at the following addresses, or such other or further addresses as either of the parties shall request by further written notice given in the manner herein required:

If to Buyer:

Greater Cleveland Regional Transit Authority
1240 West 6th Street
Cleveland, Ohio 44113-1331
Attn: Kenneth E. Banks – Senior Counsel Contracts and Real Estate

With a copy to:

Greater Cleveland Regional Transit Authority
1240 West 6th Street
Cleveland, Ohio 44113-1331
Attn: James D. DeRosa – Deputy Project Manager – Real Estate

If to Seller:

Robert Cipriani and Janet R. Cipriani, Trustees of the Cipriani Family Revocable Living Trust,
UAD August 9, 1999

3827 KINGS MILL RUN
ROCKY RIVER, OH 44116
Attn: _____

- 15. Except as and to the extent required by law, Seller shall not disclose the price, terms or conditions set forth in this Agreement or with respect to this transaction at any time or in any manner except to Seller's agents and representatives on a "need to know" basis and then only if such agents and representatives agree on their own behalf to be bound by the terms and conditions of this Section 15.
- 16. In the event that any provision of this Agreement or portion thereof shall be declared by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.
- 17. This Agreement may be executed in multiple counterparts which, when taken together, shall be deemed to be a single instrument. Upon the request of either party, the other party shall execute and deliver all documents and do all things reasonably necessary or desirable to the implementation and consummation of the purchase and sale of the Easement as contemplated hereunder. Seller and Buyer shall each execute three (3) copies of this Agreement. One (1) executed copy of this Agreement shall be retained by Seller and two (2) executed copies of this Agreement shall be retained by Buyer.

BUYER:

**GREATER CLEVELAND REGIONAL
TRANSIT AUTHORITY**
1240 West 6th Street
Cleveland, Ohio 44113-1331

WITNESS:

By: _____
Joseph A. Calabrese, CEO and
General Manager/Secretary-Treasurer

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

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

Date: _____ 200__

J-34

The undersigned, as Seller, hereby accepts the above offer and agrees to all terms and conditions therein stated.

WITNESS:

Maria Andry
MARIA ANDRY
Jeffrey A. Senior
JEFFREY A. SENIOR

SELLER:

By: Robert A. Cipriani
Robert Cipriani, Trustee

Date: 5-13-05 200

WITNESS:

Maria Andry
MARIA ANDRY
Jeffrey A. Senior
JEFFREY A. SENIOR

By: Janet R. Cipriani
Janet R. Cipriani, Trustee

Date: 5-13-05 200

OFFER TO PURCHASE RIGHT OF WAY AND EASEMENTParcel(s) 132 SH, TCleveland, Ohio, MAY 20 2005

1. The Greater Cleveland Regional Transit Authority ("GCRTA") ("Buyer") hereby offers to buy from Board of Trustees of the Ancient Accepted Scottish Rite of Freemasonry, Valley of Cleveland, an Unincorporated Association ("Seller") the easement and easement rights over, under, on, across and through that certain real property owned by Seller located at 3635 Euclid Avenue, Cleveland, Ohio, as more fully set forth in that certain Permanent Right of Way and Use Easement and that certain Temporary Right of Way and Use Easement a copy of which is attached hereto and made a part hereof as **Exhibit "A"** (the "Easement").
2. Buyer agrees to pay for the Easement the sum of \$5,205.00 (the "Purchase Price") on the Closing Date (hereinafter defined) through the office of Surety Title Agency, Inc., 1010 Leader Building, Cleveland, Ohio (the "Title Company").
3. The real property encumbered by the Easement is free and clear of all liens, encumbrances, leases, rights of possession, easements, conditions and restrictions except for (i) real estate taxes and assessments, both general and special, not yet due and payable as of the Closing Date, (ii) building and zoning ordinances and (iii) such other exceptions to title (the "Permitted Exceptions") as are set forth on **Exhibit "B"** attached hereto and made a part hereof. As a condition to Buyer's obligation to Close, the Title Company shall furnish an ALTA Owner's Policy of Title Insurance Form 1970B (with the standard title exceptions deleted) in the amount of the purchase price (the "Title Policy") as evidence or assurance that there has been conveyed to Buyer the Easement required to be conveyed hereunder. If there have been improvements or construction within the period provided by law for the filing of mechanic's liens that could affect the Easement, then Seller shall furnish satisfactory evidence of the payment in full of all labor and materials to the Title Company.
4. When accepted this offer shall constitute an agreement ("Agreement") for the purchase and sale of the Easement. This Agreement shall serve as instructions to the Title Company. Time is of the essence.
5. The Purchase Price and the Easement (in fully executed form) are to be deposited with the Title Company on or before the Closing Date. The Closing Date for this transaction shall be selected by the Buyer and shall be no later than 120 days after the execution of this Agreement by Buyer (the "Closing Date"). On the Closing Date, the Title Company shall cause title to the real property encumbered by the Easement to be searched, and provided the Title Company will issue the Title Policy and the Title Company has received all funds and documents to be deposited hereunder, the Title Company shall cause the Easement to be filed for record and the Purchase Price disbursed in accordance with this Agreement. The Title Company also shall timely file all forms, notices and documents required to be filed with the Internal Revenue Service in connection with this transaction.
6. Title Company shall charge Buyer with the cost of the Title Policy, the Title Company fees and the cost of recording the Easement.
7. Buyer, its agents and representatives shall have the right following the acceptance date of this Agreement by Seller to enter the Easement area for purposes of undertaking inspections, tests and all other activities, including construction related to the Euclid Corridor Transportation Project.
8. Seller covenants, represents and warrants to Buyer as follows:
 - (a) Seller has the full right and authority to convey the Easement to Buyer pursuant to this Agreement and no other person or firm on behalf of Seller is a necessary party to this transaction;
 - (b) Seller is not, nor is any person or firm executing this document on behalf of Seller, included on the list of Specially Designated Nationals and Blocked Persons published by the Office of Foreign Assets Control of the U.S. Department of Treasury;
 - (c) Seller is duly organized and existing in good standing under the laws of the State of Ohio and has the exclusive right of possession of the real property subject to the Easement;
 - (d) There is not located in, on, under or about real property subject to the Easement any "Hazardous Materials", in violation of any applicable laws, ordinances, governmental rules and regulations ("Laws"); and all operations and activities on, under or about the real property encumbered by the Easement are in compliance with all Laws. For purposes hereof, "Hazardous Materials" means any substance, material or waste which is or becomes

regulated by any local governmental authority, the state in which the Easement is located or the United States Government, including, but not limited to, any material or substance which is deemed to be a pollutant, contaminant, hazardous material, hazardous substance, hazardous chemical, hazardous waste, extremely hazardous waste, toxic substance or material or restricted hazardous waste pursuant to Laws;

- (e) There are no gas wells or other wells (whether or not capped) nor any underground storage tanks under any part of the real property subject to the Easement;
- (f) There is no litigation, proceeding or action pending or to Seller's best knowledge, threatened against or relating to Seller or the real property subject to the Easement;
- (g) Except as set forth on Exhibit "B", there are no easements, conditions, leases, encumbrances, liens, restrictions or other agreements affecting the real property subject to the Easement;

9. Buyer represents and warrants to Seller as follows:

- (a) Subject to approval of this Agreement and the transaction contemplated hereunder by Buyer's Board of Trustees, Buyer has the full right and authority to purchase the Easement pursuant to this Agreement and no other person or firm is a necessary party on behalf of Buyer to this transaction;
- (b) Buyer is not, nor is any person executing this document on behalf of Buyer, included on the list of Specially Designated Nationals and Blocked Persons published by the Office of Foreign Assets Control of the U.S. Department of Treasury

10. Seller and Buyer each hereby represents and warrants to the other that no real estate broker or salesperson has been involved in this transaction and that no real estate broker or salesperson has initiated the sale of the Easement. Seller hereby agrees to indemnify, defend and hold harmless Buyer from any claims for commissions by any broker or salesperson claiming to have dealt with Seller.

11. If Seller fails to perform any of Seller's obligations under this Agreement, then Buyer shall be entitled to (a) terminate this Agreement and receive the immediate return of all money paid hereunder, or (b) have this Agreement specifically enforced and/or (c) recover from Seller all damages, including consequential damages plus court costs and attorney fees. If Buyer fails to perform any of Buyer's obligations under this Agreement, then Seller may recover from Buyer all damages, including consequential damages plus court costs and attorney fees.

12. Each person signing this Agreement in a representative capacity warrants his or her authority to do so. Each person signing below warrants that, unless a representative capacity is set forth in connection with his or her signature, he or she is acting alone. The terms Buyer and Seller shall include all parties so designated and their respective heirs, personal representative, legatees, devisees, successors and permitted assigns and wherever the singular is used it shall include the plural and wherever the masculine gender is used it shall include the neuter and feminine, as the context requires.

13. This Agreement and the Easement contain the entire agreement between the parties hereto and they shall not be bound by any terms, warranties or representations, oral or written, not herein contained. The warranties and representations herein shall be deemed made as of the date of acceptance hereof by Seller and again as of the Closing Date and shall survive the Closing.

14. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be delivered personally or shall be mailed by certified or registered mail, postage prepaid, return receipt requested, addressed to the parties at the following addresses, or such other or further addresses as either of the parties shall request by further written notice given in the manner herein required:

If to Buyer:

Greater Cleveland Regional Transit Authority
1240 West 6th Street
Cleveland, Ohio 44113-1331
Attn: Kenneth E. Banks – Senior Counsel Contracts and Real Estate

With a copy to:

Greater Cleveland Regional Transit Authority
1240 West 6th Street
Cleveland, Ohio 44113-1331
Attn: James D. DeRosa – Deputy Project Manager – Real Estate

If to Seller:

Board of Trustees of the Ancient Accepted Scottish Rite of Freemasonry,
Valley of Cleveland, an Unincorporated Association
3615 EUCLID AVE
CLEVELAND, OH 44115
Attn: ALAN W. JONES

- 15. Except as and to the extent required by law, Seller shall not disclose the price, terms or conditions set forth in this Agreement or with respect to this transaction at any time or in any manner except to Seller's agents and representatives on a "need to know" basis and then only if such agents and representatives agree on their own behalf to be bound by the terms and conditions of this Section 15.
- 16. In the event that any provision of this Agreement or portion thereof shall be declared by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.
- 17. This Agreement may be executed in multiple counterparts which, when taken together, shall be deemed to be a single instrument. Upon the request of either party, the other party shall execute and deliver all documents and do all things reasonably necessary or desirable to the implementation and consummation of the purchase and sale of the Easement as contemplated hereunder. Seller and Buyer shall each execute three (3) copies of this Agreement. One (1) executed copy of this Agreement shall be retained by Seller and two (2) executed copies of this Agreement shall be retained by Buyer.

BUYER:

**GREATER CLEVELAND REGIONAL
TRANSIT AUTHORITY**
1240 West 6th Street
Cleveland, Ohio 44113-1331

WITNESS:

By: _____
Joseph A. Calabrese, CEO and
General Manager/Secretary-Treasurer

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

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

Date: _____ 200__

The undersigned, as Seller, hereby accepts the above offer and agrees to all terms and conditions therein stated.

WITNESS:

SELLER:

BOARD OF TRUSTEES OF THE ANCIENT ACCEPTED SCOTTISH RITE OF FREEMASONRY, VALLEY OF CLEVELAND, AN UNINCORPORATED ASSOCIATION

James A. Lambhead
JAMES A. LAMBHEAD
Jeffrey A. Saylor
JEFFREY A. SAYLOR

By: Arthur Jones

Its: Secretary

Date: MAY 20, 2005

OFFER TO PURCHASE RIGHT OF WAY AND EASEMENTParcel(s) 131 SH TCleveland, Ohio, May 19 2005

1. The Greater Cleveland Regional Transit Authority ("GCRTA") ("Buyer") hereby offers to buy from 3600 Properties, LLC, an Ohio Limited Liability Company ("Seller") the easement and easement rights over, under, on, across and through that certain real property owned by Seller located at 3600 Euclid Avenue, Cleveland, Ohio, as more fully set forth in that certain Permanent Right of Way and Use Easement and that certain Temporary Right of Way and Use Easement a copy of which is attached hereto and made a part hereof as **Exhibit "A"** (the "Easement").
2. Buyer agrees to pay for the Easement the sum of \$2,684.00 ((the "Purchase Price") on the Closing Date (hereinafter defined) through the office of Surety Title Agency, Inc., 1010 Leader Building, Cleveland, Ohio (the "Title Company").
3. The real property encumbered by the Easement is free and clear of all liens, encumbrances, leases, rights of possession, easements, conditions and restrictions except for (i) real estate taxes and assessments, both general and special, not yet due and payable as of the Closing Date, (ii) building and zoning ordinances and (iii) such other exceptions to title (the "Permitted Exceptions") as are set forth on **Exhibit "B"** attached hereto and made a part hereof. As a condition to Buyer's obligation to Close, the Title Company shall furnish an ALTA Owner's Policy of Title Insurance Form 1970B (with the standard title exceptions deleted) in the amount of the purchase price (the "Title Policy") as evidence or assurance that there has been conveyed to Buyer the Easement required to be conveyed hereunder. If there have been improvements or construction within the period provided by law for the filing of mechanic's liens that could affect the Easement, then Seller shall furnish satisfactory evidence of the payment in full of all labor and materials to the Title Company.
4. When accepted this offer shall constitute an agreement ("Agreement") for the purchase and sale of the Easement. This Agreement shall serve as instructions to the Title Company. Time is of the essence.
5. The Purchase Price and the Easement (in fully executed form) are to be deposited with the Title Company on or before the Closing Date. The Closing Date for this transaction shall be selected by the Buyer and shall be no later than 120 days after the execution of this Agreement by Buyer (the "Closing Date"). On the Closing Date, the Title Company shall cause title to the real property encumbered by the Easement to be searched, and provided the Title Company will issue the Title Policy and the Title Company has received all funds and documents to be deposited hereunder, the Title Company shall cause the Easement to be filed for record and the Purchase Price disbursed in accordance with this Agreement. The Title Company also shall timely file all forms, notices and documents required to be filed with the Internal Revenue Service in connection with this transaction.
6. Title Company shall charge Buyer with the cost of the Title Policy, the ~~Title Company fees~~ and the cost of recording the Easement.
7. Buyer, its agents and representatives shall have the right following the acceptance date of this Agreement by Seller to enter the Easement area for purposes of undertaking inspections, tests and all other activities, including construction related to the Euclid Corridor Transportation Project.
8. Seller covenants, represents and warrants to Buyer as follows:
 - (a) Seller has the full right and authority to convey the Easement to Buyer pursuant to this Agreement and no other person or firm on behalf of Seller is a necessary party to this transaction;
 - (b) Seller is not, nor is any person or firm executing this document on behalf of Seller, included on the list of Specially Designated Nationals and Blocked Persons published by the Office of Foreign Assets Control of the U.S. Department of Treasury;
 - (c) Seller is duly organized and existing in good standing under the laws of the State of Ohio and has the exclusive right of possession of the real property subject to the Easement;
 - (d) There is not located in, on, under or about real property subject to the Easement any "Hazardous Materials", in violation of any applicable laws, ordinances, governmental rules and regulations ("Laws"); and all operations and activities on, under or about the real property encumbered by the Easement are in compliance with all Laws. For purposes hereof, "Hazardous Materials" means any substance, material or waste which is or becomes regulated by any local governmental authority, the state in which the Easement is located or the United States

RECORDED

MAY 23 2005

Government, including, but not limited to, any material or substance which is deemed to be a pollutant, contaminant, hazardous material, hazardous substance, hazardous chemical, hazardous waste, extremely hazardous waste, toxic substance or material or restricted hazardous waste pursuant to Laws;

- (e) There are no gas wells or other wells (whether or not capped) nor any underground storage tanks under any part of the real property subject to the Easement;
- (f) There is no litigation, proceeding or action pending or to Seller's best knowledge, threatened against or relating to Seller or the real property subject to the Easement;
- (g) Except as set forth on Exhibit "B", there are no easements, conditions, leases, encumbrances, liens, restrictions or other agreements affecting the real property subject to the Easement;

9. Buyer represents and warrants to Seller as follows:

- (a) Subject to approval of this Agreement and the transaction contemplated hereunder by Buyer's Board of Trustees, Buyer has the full right and authority to purchase the Easement pursuant to this Agreement and no other person or firm is a necessary party on behalf of Buyer to this transaction;
- (b) Buyer is not, nor is any person executing this document on behalf of Buyer, included on the list of Specially Designated Nationals and Blocked Persons published by the Office of Foreign Assets Control of the U.S. Department of Treasury

10. Seller and Buyer each hereby represents and warrants to the other that no real estate broker or salesperson has been involved in this transaction and that no real estate broker or salesperson has initiated the sale of the Easement. Seller hereby agrees to indemnify, defend and hold harmless Buyer from any claims for commissions by any broker or salesperson claiming to have dealt with Seller.

11. If Seller fails to perform any of Seller's obligations under this Agreement, then Buyer shall be entitled to (a) terminate this Agreement and receive the immediate return of all money paid hereunder, or (b) have this Agreement specifically enforced and/or (c) recover from Seller all damages, including consequential damages plus court costs and attorney fees. If Buyer fails to perform any of Buyer's obligations under this Agreement, then Seller may recover from Buyer all damages, including consequential damages plus court costs and attorney fees.

12. Each person signing this Agreement in a representative capacity warrants his or her authority to do so. Each person signing below warrants that, unless a representative capacity is set forth in connection with his or her signature, he or she is acting alone. The terms Buyer and Seller shall include all parties so designated and their respective heirs, personal representative, legatees, devisees, successors and permitted assigns and wherever the singular is used it shall include the plural and wherever the masculine gender is used it shall include the neuter and feminine, as the context requires.

13. This Agreement and the Easement contain the entire agreement between the parties hereto and they shall not be bound by any terms, warranties or representations, oral or written, not herein contained. The warranties and representations herein shall be deemed made as of the date of acceptance hereof by Seller and again as of the Closing Date and shall survive the Closing.

14. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be delivered personally or shall be mailed by certified or registered mail, postage prepaid, return receipt requested, addressed to the parties at the following addresses, or such other or further addresses as either of the parties shall request by further written notice given in the manner herein required:

If to Buyer:

Greater Cleveland Regional Transit Authority
1240 West 6th Street
Cleveland, Ohio 44113-1331
Attn: Kenneth E. Banks – Senior Counsel Contracts and Real Estate

With a copy to:

Greater Cleveland Regional Transit Authority
1240 West 6th Street
Cleveland, Ohio 44113-1331
Attn: James D. DeRosa – Deputy Project Manager – Real Estate

If to Seller:

3600 Properties, LLC, an Ohio Limited Liability Company

722 Literary Ave
Cleveland, OH 44113

Attn: GIANCARLO CALICCHIA, MANAGER

- 15. Except as and to the extent required by law, Seller shall not disclose the price, terms or conditions set forth in this Agreement or with respect to this transaction at any time or in any manner except to Seller's agents and representatives on a "need to know" basis and then only if such agents and representatives agree on their own behalf to be bound by the terms and conditions of this Section 15.
- 16. In the event that any provision of this Agreement or portion thereof shall be declared by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.
- 17. This Agreement may be executed in multiple counterparts which, when taken together, shall be deemed to be a single instrument. Upon the request of either party, the other party shall execute and deliver all documents and do all things reasonably necessary or desirable to the implementation and consummation of the purchase and sale of the Easement as contemplated hereunder. Seller and Buyer shall each execute three (3) copies of this Agreement. One (1) executed copy of this Agreement shall be retained by Seller and two (2) executed copies of this Agreement shall be retained by Buyer.

BUYER:

**GREATER CLEVELAND REGIONAL
TRANSIT AUTHORITY**
1240 West 6th Street
Cleveland, Ohio 44113-1331

WITNESS:

By: _____
Joseph A. Calabrese, CEO and
General Manager/Secretary-Treasurer

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

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

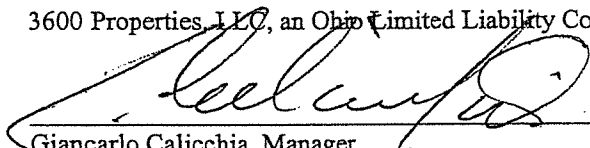
Date: _____ 200__

J-42

The undersigned, as Seller, hereby accepts the above offer and agrees to all terms and conditions therein stated.


SELLER:

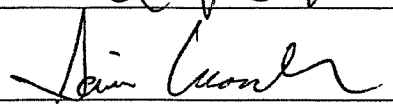
3600 Properties, LLC, an Ohio Limited Liability Company



Giancarlo Calicchia, Manager

WITNESS:





Date: May 19, 2005

OFFER TO PURCHASE RIGHT OF WAY AND EASEMENTParcel(s) 146 SH, TCleveland, Ohio, May 11, 2005

1. The Greater Cleveland Regional Transit Authority ("GCRTA") ("Buyer") hereby offers to buy from The Most Reverend, Anthony M. Pilla, Bishop of the Roman Catholic Diocese of Cleveland ("Seller") the easement and easement rights over, under, on, across and through that certain real property owned by Seller located at 4108-4200 Euclid Avenue, Cleveland, Ohio, as more fully set forth in that certain Permanent Right of Way and Use Easement and that certain Temporary Right of Way and Use Easement a copy of which is attached hereto and made a part hereof as Exhibit "A" (the "Easement").
2. Buyer agrees to pay for the Easement the sum of \$4,574.00 (the "Purchase Price") on the Closing Date (hereinafter defined) through the office of Surety Title Agency, Inc., 1010 Leader Building, Cleveland, Ohio (the "Title Company").
3. The real property encumbered by the Easement is free and clear of all liens, encumbrances, leases, rights of possession, easements, conditions and restrictions except for (i) real estate taxes and assessments, both general and special, not yet due and payable as of the Closing Date, (ii) building and use restrictions, (iii) zoning ordinances and (iv) such other exceptions to title (the "Permitted Exceptions") as are set forth on Exhibit "B" attached hereto and made a part hereof. As a condition to Buyer's obligation to Close, the Title Company shall furnish an ALTA Owner's Policy of Title Insurance Form 1970B (with the standard title exceptions deleted) in the amount of the purchase price (the "Title Policy") as evidence or assurance that there has been conveyed to Buyer the Easement required to be conveyed hereunder. If there have been improvements or construction within the period provided by law for the filing of mechanic's liens that could affect the Easement, then Seller shall furnish satisfactory evidence of the payment in full of all labor and materials to the Title Company.
4. When accepted this offer shall constitute an agreement ("Agreement") for the purchase and sale of the Easement. This Agreement shall serve as instructions to the Title Company. Time is of the essence.
5. The Purchase Price and the Easement (in fully executed form) are to be deposited with the Title Company on or before the Closing Date. The Closing Date for this transaction shall be selected by the Buyer and shall be no later than 120 days after the execution of this Agreement by Buyer (the "Closing Date"). On the Closing Date, the Title Company shall cause title to the real property encumbered by the Easement to be searched, and provided the Title Company will issue the Title Policy and the Title Company has received all funds and documents to be deposited hereunder, the Title Company shall cause the Easement to be filed for record and the Purchase Price disbursed in accordance with this Agreement. The Title Company also shall timely file all forms, notices and documents required to be filed with the Internal Revenue Service in connection with this transaction.
6. Title Company shall charge Buyer with the cost of the Title Policy, the Title Company fees and the cost of recording the Easement.
7. Buyer, its agents and representatives shall have the right following the acceptance date of this Agreement by Seller to enter the Easement area for purposes of undertaking inspections, tests and all other activities, including construction related to the Euclid Corridor Transportation Project.
8. Seller covenants, represents and warrants to Buyer as follows:
 - (a) Seller has the full right and authority to convey the Easement to Buyer pursuant to this Agreement and no other person or firm on behalf of Seller is a necessary party to this transaction;
 - (b) Seller is not, nor is any person or firm executing this document on behalf of Seller, included on the list of Specially Designated Nationals and Blocked Persons published by the Office of Foreign Assets Control of the U.S. Department of Treasury;
 - (c) Seller is duly organized and existing in good standing under the laws of the State of Ohio and has the exclusive right of possession of the real property subject to the Easement;
 - (d) There is not located in, on, under or about real property subject to the Easement any "Hazardous Materials", in violation of any applicable laws, ordinances, governmental rules and regulations ("Laws"); and all operations and activities on, under or about the real property encumbered by the Easement are in compliance with all Laws. For purposes hereof, "Hazardous Materials" means any substance, material or waste which is or becomes

regulated by any local governmental authority, the state in which the Easement is located or the United States Government, including, but not limited to, any material or substance which is deemed to be a pollutant, contaminant, hazardous material, hazardous substance, hazardous chemical, hazardous waste, extremely hazardous waste, toxic substance or material or restricted hazardous waste pursuant to Laws;

- (e) There are no gas wells or other wells (whether or not capped) nor any underground storage tanks under any part of the real property subject to the Easement;
- (f) There is no litigation, proceeding or action pending or to Seller's best knowledge, threatened against or relating to Seller or the real property subject to the Easement;
- (g) Except as set forth on Exhibit "B", there are no easements, conditions, leases, encumbrances, liens, restrictions or other agreements affecting the real property subject to the Easement;

9. Buyer represents and warrants to Seller as follows:

- (a) Subject to approval of this Agreement and the transaction contemplated hereunder by Buyer's Board of Trustees, Buyer has the full right and authority to purchase the Easement pursuant to this Agreement and no other person or firm is a necessary party on behalf of Buyer to this transaction;
- (b) Buyer is not, nor is any person executing this document on behalf of Buyer, included on the list of Specially Designated Nationals and Blocked Persons published by the Office of Foreign Assets Control of the U.S. Department of Treasury

10. Seller and Buyer each hereby represents and warrants to the other that no real estate broker or salesperson has been involved in this transaction and that no real estate broker or salesperson has initiated the sale of the Easement. Seller hereby agrees to indemnify, defend and hold harmless Buyer from any claims for commissions by any broker or salesperson claiming to have dealt with Seller.

11. If Seller fails to perform any of Seller's obligations under this Agreement, then Buyer shall be entitled to (a) terminate this Agreement and receive the immediate return of all money paid hereunder, or (b) have this Agreement specifically enforced and/or (c) recover from Seller all damages, including consequential damages plus court costs and attorney fees. If Buyer fails to perform any of Buyer's obligations under this Agreement, then Seller may recover from Buyer all damages, including consequential damages plus court costs and attorney fees.

12. Each person signing this Agreement in a representative capacity warrants his or her authority to do so. Each person signing below warrants that, unless a representative capacity is set forth in connection with his or her signature, he or she is acting alone. The terms Buyer and Seller shall include all parties so designated and their respective heirs, personal representative, legatees, devisees, successors and permitted assigns and wherever the singular is used it shall include the plural and wherever the masculine gender is used it shall include the neuter and feminine, as the context requires.

13. This Agreement and the Easement contain the entire agreement between the parties hereto and they shall not be bound by any terms, warranties or representations, oral or written, not herein contained. The warranties and representations herein shall be deemed made as of the date of acceptance hereof by Seller and again as of the Closing Date and shall survive the Closing.

14. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be delivered personally or shall be mailed by certified or registered mail, postage prepaid, return receipt requested, addressed to the parties at the following addresses, or such other or further addresses as either of the parties shall request by further written notice given in the manner herein required:

If to Buyer:

Greater Cleveland Regional Transit Authority
1240 West 6th Street
Cleveland, Ohio 44113-1331
Attn: Kenneth E. Banks – Senior Counsel Contracts and Real Estate

With a copy to:

Greater Cleveland Regional Transit Authority
1240 West 6th Street
Cleveland, Ohio 44113-1331
Attn: James D. DeRosa – Deputy Project Manager – Real Estate

If to Seller:

The Most Reverend, Anthony M. Pilla,
Bishop of the Roman Catholic Diocese of Cleveland
1404 East 9th Street, Suite 701
Cleveland, Ohio 44114
Attn: Kevin Burke, Assoc. General Counsel

- 15. Except as and to the extent required by law, Seller shall not disclose the price, terms or conditions set forth in this Agreement or with respect to this transaction at any time or in any manner except to Seller's agents and representatives on a "need to know" basis and then only if such agents and representatives agree on their own behalf to be bound by the terms and conditions of this Section 15.
- 16. In the event that any provision of this Agreement or portion thereof shall be declared by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.
- 17. This Agreement may be executed in multiple counterparts which, when taken together, shall be deemed to be a single instrument. Upon the request of either party, the other party shall execute and deliver all documents and do all things reasonably necessary or desirable to the implementation and consummation of the purchase and sale of the Easement as contemplated hereunder. Seller and Buyer shall each execute three (3) copies of this Agreement. One (1) executed copy of this Agreement shall be retained by Seller and two (2) executed copies of this Agreement shall be retained by Buyer.

BUYER:

**GREATER CLEVELAND REGIONAL
TRANSIT AUTHORITY**
1240 West 6th Street
Cleveland, Ohio 44113-1331

WITNESS:

By: _____
Joseph A. Calabrese, CEO and
General Manager/Secretary-Treasurer

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

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

Date: _____ 200__

The undersigned, as Seller, hereby accepts the above offer and agrees to all terms and conditions therein stated.

SELLER:

WITNESS:

John. Bortel

+ Anthony M. Pilla
The Most Reverend, Anthony M. Pilla,
Bishop of the Roman Catholic Diocese of Cleveland

Sue Gager

Date: MAY 11, 2005

OFFER TO PURCHASE RIGHT OF WAY AND EASEMENT

Parcel(s) 215 SH, T

Cleveland, Ohio, May 26 2005

1. The Greater Cleveland Regional Transit Authority ("GCRTA") ("Buyer") hereby offers to buy from Community Development Properties-Cleveland, Inc., an Ohio Corporation ("Seller") the easement and easement rights over, under, on, across and through that certain real property owned by Seller located at 7829 Euclid Avenue, Cleveland, Ohio, as more fully set forth in that certain Permanent Right of Way and Use Easement and that certain Temporary Right of Way and Use Easement a copy of which is attached hereto and made a part hereof as Exhibit "A" (the "Easement").
2. Buyer agrees to pay for the Easement the sum of \$4,866.00 (the "Purchase Price") on the Closing Date (hereinafter defined) through the office of Surety Title Agency, Inc., 1010 Leader Building, Cleveland, Ohio (the "Title Company").
3. The real property encumbered by the Easement is free and clear of all liens, encumbrances, leases, rights of possession, easements, conditions and restrictions except for (i) real estate taxes and assessments, both general and special, not yet due and payable as of the Closing Date, (ii) building and zoning ordinances and (iii) such other exceptions to title (the "Permitted Exceptions") as are set forth on Exhibit "B" attached hereto and made a part hereof. As a condition to Buyer's obligation to Close, the Title Company shall furnish an ALTA Owner's Policy of Title Insurance Form 1970B (with the standard title exceptions deleted) in the amount of the purchase price (the "Title Policy") as evidence or assurance that there has been conveyed to Buyer the Easement required to be conveyed hereunder. If there have been improvements or construction within the period provided by law for the filing of mechanic's liens that could affect the Easement, then Seller shall furnish satisfactory evidence of the payment in full of all labor and materials to the Title Company.
4. When accepted this offer shall constitute an agreement ("Agreement") for the purchase and sale of the Easement. This Agreement shall serve as instructions to the Title Company. Time is of the essence.
5. The Purchase Price and the Easement (in fully executed form) are to be deposited with the Title Company on or before the Closing Date. The Closing Date for this transaction shall be selected by the Buyer and shall be no later than 120 days after the execution of this Agreement by Buyer (the "Closing Date"). On the Closing Date, the Title Company shall cause title to the real property encumbered by the Easement to be searched, and provided the Title Company will issue the Title Policy and the Title Company has received all funds and documents to be deposited hereunder, the Title Company shall cause the Easement to be filed for record and the Purchase Price disbursed in accordance with this Agreement. The Title Company also shall timely file all forms, notices and documents required to be filed with the Internal Revenue Service in connection with this transaction.
6. Title Company shall charge Buyer with the cost of the Title Policy, the Title Company fees and the cost of recording the Easement.
7. Buyer, its agents and representatives shall have the right following the acceptance date of this Agreement by Seller to enter the Easement area for purposes of undertaking inspections, tests and all other activities, including construction related to the Euclid Corridor Transportation Project.
8. Seller covenants, represents and warrants to Buyer as follows:
 - (a) Seller has the full right and authority to convey the Easement to Buyer pursuant to this Agreement and no other person or firm on behalf of Seller is a necessary party to this transaction;
 - (b) Seller is not, nor is any person or firm executing this document on behalf of Seller, included on the list of Specially Designated Nationals and Blocked Persons published by the Office of Foreign Assets Control of the U.S. Department of Treasury;
 - (c) Seller is duly organized and existing in good standing under the laws of the State of Ohio and has the exclusive right of possession of the real property subject to the Easement;
 - (d) There is not located in, on, under or about real property subject to the Easement any "Hazardous Materials", in violation of any applicable laws, ordinances, governmental rules and regulations ("Laws"); and all operations and activities on, under or about the real property encumbered by the Easement are in compliance with all Laws. For purposes hereof, "Hazardous Materials" means any substance, material or waste which is or becomes regulated by any local governmental authority, the state in which the Easement is located or the United States

Government, including, but not limited to, any material or substance which is deemed to be a pollutant, contaminant, hazardous material, hazardous substance, hazardous chemical, hazardous waste, extremely hazardous waste, toxic substance or material or restricted hazardous waste pursuant to Laws;

- (e) There are no gas wells or other wells (whether or not capped) nor any underground storage tanks under any part of the real property subject to the Easement;
- (f) There is no litigation, proceeding or action pending or to Seller's best knowledge, threatened against or relating to Seller or the real property subject to the Easement;
- (g) Except as set forth on Exhibit "B", there are no easements, conditions, leases, encumbrances, liens, restrictions or other agreements affecting the real property subject to the Easement;

9. Buyer represents and warrants to Seller as follows:

- (a) Subject to approval of this Agreement and the transaction contemplated hereunder by Buyer's Board of Trustees, Buyer has the full right and authority to purchase the Easement pursuant to this Agreement and no other person or firm is a necessary party on behalf of Buyer to this transaction;
- (b) Buyer is not, nor is any person executing this document on behalf of Buyer, included on the list of Specially Designated Nationals and Blocked Persons published by the Office of Foreign Assets Control of the U.S. Department of Treasury

10. Seller and Buyer each hereby represents and warrants to the other that no real estate broker or salesperson has been involved in this transaction and that no real estate broker or salesperson has initiated the sale of the Easement. Seller hereby agrees to indemnify, defend and hold harmless Buyer from any claims for commissions by any broker or salesperson claiming to have dealt with Seller.

11. If Seller fails to perform any of Seller's obligations under this Agreement, then Buyer shall be entitled to (a) terminate this Agreement and receive the immediate return of all money paid hereunder, or (b) have this Agreement specifically enforced and/or (c) recover from Seller all damages, including consequential damages plus court costs and attorney fees. If Buyer fails to perform any of Buyer's obligations under this Agreement, then Seller may recover from Buyer all damages, including consequential damages plus court costs and attorney fees.

12. Each person signing this Agreement in a representative capacity warrants his or her authority to do so. Each person signing below warrants that, unless a representative capacity is set forth in connection with his or her signature, he or she is acting alone. The terms Buyer and Seller shall include all parties so designated and their respective heirs, personal representative, legatees, devisees, successors and permitted assigns and wherever the singular is used it shall include the plural and wherever the masculine gender is used it shall include the neuter and feminine, as the context requires.

13. This Agreement and the Easement contain the entire agreement between the parties hereto and they shall not be bound by any terms, warranties or representations, oral or written, not herein contained. The warranties and representations herein shall be deemed made as of the date of acceptance hereof by Seller and again as of the Closing Date and shall survive the Closing.

14. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be delivered personally or shall be mailed by certified or registered mail, postage prepaid, return receipt requested, addressed to the parties at the following addresses, or such other or further addresses as either of the parties shall request by further written notice given in the manner herein required:

J-49

If to Buyer:

Greater Cleveland Regional Transit Authority
1240 West 6th Street
Cleveland, Ohio 44113-1331
Attn: Kenneth E. Banks – Senior Counsel Contracts and Real Estate

With a copy to:

Greater Cleveland Regional Transit Authority
1240 West 6th Street
Cleveland, Ohio 44113-1331
Attn: James D. DeRosa – Deputy Project Manager – Real Estate

If to Seller:

Community Development Properties-Cleveland, Inc.,
a(n) Ohio Corporation

51 East 42nd Street, Suite 300
New York, NY 10017
Attn: Robert W. Davenport

- 15. Except as and to the extent required by law, Seller shall not disclose the price, terms or conditions set forth in this Agreement or with respect to this transaction at any time or in any manner except to Seller's agents and representatives on a "need to know" basis and then only if such agents and representatives agree on their own behalf to be bound by the terms and conditions of this Section 15.
- 16. In the event that any provision of this Agreement or portion thereof shall be declared by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.
- 17. This Agreement may be executed in multiple counterparts which, when taken together, shall be deemed to be a single instrument. Upon the request of either party, the other party shall execute and deliver all documents and do all things reasonably necessary or desirable to the implementation and consummation of the purchase and sale of the Easement as contemplated hereunder. Seller and Buyer shall each execute three (3) copies of this Agreement. One (1) executed copy of this Agreement shall be retained by Seller and two (2) executed copies of this Agreement shall be retained by Buyer.

BUYER:

**GREATER CLEVELAND REGIONAL
TRANSIT AUTHORITY**
1240 West 6th Street
Cleveland, Ohio 44113-1331

WITNESS:

By: _____
Joseph A. Calabrese, CEO and
General Manager/Secretary-Treasurer

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

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

Date: _____ 200__

The undersigned, as Seller, hereby accepts the above offer and agrees to all terms and conditions therein stated.

WITNESS:

x [Signature]
x Fajid Kardoni

SELLER:

COMMUNITY DEVELOPMENT PROPERTIES CLEVELAND, INC.,
AN OHIO CORPORATION

By: x [Signature]

Its: Chairman

Date: May 26, 2005

OFFER TO PURCHASE RIGHT OF WAY AND EASEMENTParcel(s) 191 SHCleveland, Ohio, June 7, 2005

1. The Greater Cleveland Regional Transit Authority ("GCRTA") ("Buyer") hereby offers to buy from 6820 Euclid, LTD., an Ohio Limited Liability Company ("Seller") the easement and easement rights over, under, on, across and through that certain real property owned by Seller located at 6806 Euclid Avenue, Cleveland, Ohio, as more fully set forth in that certain Permanent Right of Way and Use Easement and that certain Temporary Right of Way and Use Easement a copy of which is attached hereto and made a part hereof as **Exhibit "A"** (the "Easement").
2. Buyer agrees to pay for the Easement the sum of \$12,048.00 (the "Purchase Price") on the Closing Date (hereinafter defined) through the office of Surety Title Agency, Inc., 1010 Leader Building, Cleveland, Ohio (the "Title Company").
3. The real property encumbered by the Easement is free and clear of all liens, encumbrances, leases, rights of possession, easements, conditions and restrictions except for (i) real estate taxes and assessments, both general and special, not yet due and payable as of the Closing Date, (ii) building and use restrictions, (iii) zoning ordinances and (iv) such other exceptions to title (the "Permitted Exceptions") as are set forth on **Exhibit "B"** attached hereto and made a part hereof. As a condition to Buyer's obligation to Close, the Title Company shall furnish an ALTA Owner's Policy of Title Insurance Form 1970B (with the standard title exceptions deleted) in the amount of the purchase price (the "Title Policy") as evidence or assurance that there has been conveyed to Buyer the Easement required to be conveyed hereunder. If there have been improvements or construction within the period provided by law for the filing of mechanic's liens that could affect the Easement, then Seller shall furnish satisfactory evidence of the payment in full of all labor and materials to the Title Company.
4. When accepted this offer shall constitute an agreement ("Agreement") for the purchase and sale of the Easement. This Agreement shall serve as instructions to the Title Company. Time is of the essence.
5. The Purchase Price and the Easement (in fully executed form) are to be deposited with the Title Company on or before the Closing Date. The Closing Date for this transaction shall be selected by the Buyer and shall be no later than 120 days after the execution of this Agreement by Buyer (the "Closing Date"). On the Closing Date, the Title Company shall cause title to the real property encumbered by the Easement to be searched, and provided the Title Company will issue the Title Policy and the Title Company has received all funds and documents to be deposited hereunder, the Title Company shall cause the Easement to be filed for record and the Purchase Price disbursed in accordance with this Agreement. The Title Company also shall timely file all forms, notices and documents required to be filed with the Internal Revenue Service in connection with this transaction.
6. Title Company shall charge Buyer with the cost of the Title Policy, the Title Company fees and the cost of recording the Easement.
7. Buyer, its agents and representatives shall have the right following the acceptance date of this Agreement by Seller to enter the Easement area for purposes of undertaking inspections, tests and all other activities, including construction related to the Euclid Corridor Transportation Project.
8. Seller covenants, represents and warrants to Buyer as follows:
 - (a) Seller has the full right and authority to convey the Easement to Buyer pursuant to this Agreement and no other person or firm on behalf of Seller is a necessary party to this transaction;
 - (b) Seller is not, nor is any person or firm executing this document on behalf of Seller, included on the list of Specially Designated Nationals and Blocked Persons published by the Office of Foreign Assets Control of the U.S. Department of Treasury;
 - (c) Seller is duly organized and existing in good standing under the laws of the State of Ohio and has the exclusive right of possession of the real property subject to the Easement;
 - (d) There is not located in, on, under or about real property subject to the Easement any "Hazardous Materials", in violation of any applicable laws, ordinances, governmental rules and regulations ("Laws"); and all operations and activities on, under or about the real property encumbered by the Easement are in compliance with all Laws. For purposes hereof, "Hazardous Materials" means any substance, material or waste which is or becomes regulated by any local governmental authority, the state in which the Easement is located or the United States

Government, including, but not limited to, any material or substance which is deemed to be a pollutant, contaminant, hazardous material, hazardous substance, hazardous chemical, hazardous waste, extremely hazardous waste, toxic substance or material or restricted hazardous waste pursuant to Laws;

- (e) There are no gas wells or other wells (whether or not capped) nor any underground storage tanks under any part of the real property subject to the Easement;
- (f) There is no litigation, proceeding or action pending or to Seller's best knowledge, threatened against or relating to Seller or the real property subject to the Easement;
- (g) Except as set forth on Exhibit "B", there are no easements, conditions, leases, encumbrances, liens, restrictions or other agreements affecting the real property subject to the Easement;

9. Buyer represents and warrants to Seller as follows:

- (a) Subject to approval of this Agreement and the transaction contemplated hereunder by Buyer's Board of Trustees, Buyer has the full right and authority to purchase the Easement pursuant to this Agreement and no other person or firm is a necessary party on behalf of Buyer to this transaction;
- (b) Buyer is not, nor is any person executing this document on behalf of Buyer, included on the list of Specially Designated Nationals and Blocked Persons published by the Office of Foreign Assets Control of the U.S. Department of Treasury

10. Seller and Buyer each hereby represents and warrants to the other that no real estate broker or salesperson has been involved in this transaction and that no real estate broker or salesperson has initiated the sale of the Easement. Seller hereby agrees to indemnify, defend and hold harmless Buyer from any claims for commissions by any broker or salesperson claiming to have dealt with Seller.

11. If Seller fails to perform any of Seller's obligations under this Agreement, then Buyer shall be entitled to (a) terminate this Agreement and receive the immediate return of all money paid hereunder, or (b) have this Agreement specifically enforced and/or (c) recover from Seller all damages, including consequential damages plus court costs and attorney fees. If Buyer fails to perform any of Buyer's obligations under this Agreement, then Seller may recover from Buyer all damages, including consequential damages plus court costs and attorney fees.

12. Each person signing this Agreement in a representative capacity warrants his or her authority to do so. Each person signing below warrants that, unless a representative capacity is set forth in connection with his or her signature, he or she is acting alone. The terms Buyer and Seller shall include all parties so designated and their respective heirs, personal representative, legatees, devisees, successors and permitted assigns and wherever the singular is used it shall include the plural and wherever the masculine gender is used it shall include the neuter and feminine, as the context requires.

13. This Agreement and the Easement contain the entire agreement between the parties hereto and they shall not be bound by any terms, warranties or representations, oral or written, not herein contained. The warranties and representations herein shall be deemed made as of the date of acceptance hereof by Seller and again as of the Closing Date and shall survive the Closing.

14. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be delivered personally or shall be mailed by certified or registered mail, postage prepaid, return receipt requested, addressed to the parties at the following addresses, or such other or further addresses as either of the parties shall request by further written notice given in the manner herein required:

If to Buyer:

Greater Cleveland Regional Transit Authority
1240 West 6th Street
Cleveland, Ohio 44113-1331
Attn: Kenneth E. Banks – Senior Counsel Contracts and Real Estate

With a copy to:

Greater Cleveland Regional Transit Authority
1240 West 6th Street
Cleveland, Ohio 44113-1331
Attn: James D. DeRosa – Deputy Project Manager – Real Estate

If to Seller:

6820 Euclid, LTD., an Ohio Limited Liability Company
2851 Euclid Heights Blvd
Cleveland Heights, OH 44118
Attn: Isabella Basik

- 15. Except as and to the extent required by law, Seller shall not disclose the price, terms or conditions set forth in this Agreement or with respect to this transaction at any time or in any manner except to Seller's agents and representatives on a "need to know" basis and then only if such agents and representatives agree on their own behalf to be bound by the terms and conditions of this Section 15.
- 16. In the event that any provision of this Agreement or portion thereof shall be declared by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.
- 17. This Agreement may be executed in multiple counterparts which, when taken together, shall be deemed to be a single instrument. Upon the request of either party, the other party shall execute and deliver all documents and do all things reasonably necessary or desirable to the implementation and consummation of the purchase and sale of the Easement as contemplated hereunder. Seller and Buyer shall each execute three (3) copies of this Agreement. One (1) executed copy of this Agreement shall be retained by Seller and two (2) executed copies of this Agreement shall be retained by Buyer.

BUYER:

**GREATER CLEVELAND REGIONAL
TRANSIT AUTHORITY**
1240 West 6th Street
Cleveland, Ohio 44113-1331

WITNESS:

By: _____
Joseph A. Calabrese, CEO and
General Manager/Secretary-Treasurer

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

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

Date: _____ 200__

The undersigned, as Seller, hereby accepts the above offer and agrees to all terms and conditions therein stated.

WITNESS:

SELLER:

6820 EUCLID, LTD., AN OHIO LIMITED LIABILITY COMPANY

[Signature]
LOU LASCOMB
[Signature]
ANDREW VAN NORT

Isabella Basile
By: Isabella Basile, Managing Member

Date: June 7, 2005