RESOLUTION NO. 2005-130

AUTHORIZING THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY TO ENTER INTO A PURCHASE AGREEMENT TO ACQUIRE CUYAHOGA COUNTY AUDITOR'S PERMANENT PARCEL NUMBERS 118-06-025, 118-06-026, 118-06-027 AND 118-06-050 IN FEE SIMPLE, WHICH ARE LOCATED AT 6611 EUCLID AVENUE IN CLEVELAND, OHIO, FOR \$1,122,100.00 FOR THE EUCLID CORRIDOR TRANSPORTATION PROJECT, PARCEL 179, AND TO REIMBURSE RELOCATION COSTS FOR PARCEL 179 REQUIRED UNDER THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970, AS AMENDED, IN AN AMOUNT NOT TO EXCEED \$709,626.00, FOR TOTAL EXPENDITURES OF AN AMOUNT NOT TO EXCEED \$1,831,726.00 (RTA DEVELOPMENT FUND, EUCLID CORRIDOR TRANSPORATION PROJECT DEPARTMENT BUDGET).

WHEREAS, the Greater Cleveland Regional Transit Authority requires property acquisition for roadway purposes and to better improve public transportation in Cleveland; and

WHEREAS, 6611 Properties LLC, an Ohio Limited Liability Company is the owner of Parcel 179 identified above and wishes to sell this property to the Greater Cleveland Regional Transit Authority; and

WHEREAS, the Greater Cleveland Regional Transit Authority plans to construct the Euclid Corridor Transportation Project on a portion of this site; and

WHEREAS, the Greater Cleveland Regional Transit Authority wishes to enter into a Purchase Agreement for Parcel 179 with 6611 Properties LLC, an Ohio Limited Liability Company in the amount of One Million One Hundred Twenty Two Thousand and One Hundred Dollars (\$1,122,100.00); and

WHEREAS, the Greater Cleveland Regional Transit Authority required to pay relocation costs for Parcel 179 as required under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, in an amount not to exceed Seven Hundred Nine Thousand Six Hundred and Twenty Six Dollars (\$709,626.00).

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 this property and all other documents required to acquire and transfer this real estate.
- Section 2. That the Purchase Price is payable from the RTA Development Fund, Euclid Corridor Transportation Project Department Budget, in the amount of \$1,122.100.00.
- Section 3. That the Purchase Price of \$1,122,100.00 is based upon the fair market value of the property as determined by the property appraisal report, as approved by a Review Appraiser, and is within the settlement authority approved by the Federal Transit Administration.

Resolution No. 2005-130 Page 2.

The Purchase Price shall be payable from the RTA Development Fund, Euclid Corridor Transportation Project budget, including but not limited to Capital Grant OH-03-0247 in the amount of \$701,312.50 and Capital Grant OH-90-X484-01 in the amount of \$420,787.50 for a total amount of \$1,122,100.00 (\$897,680.00 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 General Manager/Secretary-Treasurer is hereby authorized to execute all documents required to reimburse for relocation expenses as required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

Section 5. That the Relocation Costs are payable from the RTA Development Fund, Euclid Corridor Transportation Project Department Budget, in an amount not to exceed \$709,626.00.

Section 6. That the Relocation Costs of \$709,626.00 (not to exceed) represents the lowest bid for relocation services for Parcel 179 in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended. Relocation costs shall be 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 \$443,516.25 and Capital Grant OH-90-X484-01 in the amount of \$266,109.75 for a total amount of \$709,626.00 (\$567,700.80 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 7. That the execution of a purchase agreement, acquisition of the property and payment of relocation costs is necessary to carry out the Euclid Corridor Transportation Project.

Section 8. That this resolution shall become effective immediately upon its adoption.

Attachment: map and legal description

Adopted: September 20, 2005

Attest:

CEO, General Manager/Secretary-Treasurer

Page 1 of 2

RX250 Rev. 04/03 PID PARCEL CTY-RTE-SEC

Version Date

179WD GCRTA-PROJ.38-CO3 August 4, 2005

PARCEL 179 -WD GCRTA- PROJ. 38-CO3 ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE IN THE FOLLOWING DESCRIBED PROPERTY WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS

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 338 and parcels B, D and H in New York Life Insurance Company's Subdivision No. 2 as shown on the recorded plat in Volume 129, Page 24 of the Cuyahoga County Plat Records, also being the lands conveyed to 6611 Properties, LLC by Instrument No. 200201070050 and 200201070049 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 66th Street at 40.00 feet left of centerline of right of way and construction of Euclid Avenue Station 232+47.86 and 30.00 feet right of centerline of right of way and construction of East 66th Street Station 50+37.84; said point being witnessed by an iron pin set North 01° 15' 19" West, 19.93 feet;

- Thence North 01° 15' 19" West along the easterly right of way of East 66th Street, 365.00 feet to an iron pin set at 30.00 feet right of centerline of right of way and construction of East 66th Street Station 54+02.84;
- 2.) Thence leaving said right of way, North 88° 43' 05" East along the southerly line of lands conveyed to MAK Leasing by Volume 87-5042, Page 29 on file in the Cuyahoga County Recorder's Office, 161.00 feet to an iron pin set at 191.00 feet right of centerline of right of way and construction of East 66th Street Station 54+02.92;
- 3.) Thence North 01° 07' 19" West along the easterly line of said lands and the easterly line of lands conveyed to Dunham Tavern Museum by Volume 91571, Page 46 on file in the Cuyahoga County Recorder's Office, 119.11 feet to an iron pin set at 191.28 feet right of centerline of right of way and construction of East 66th Street Station 55+22.03;
- 4.) Thence North 88° 52' 41" East along the southerly line of said Dunham Tavern Museum's land, 80.00 feet to a capped iron pin found at 540.84 feet left of centerline of right of way and construction of Euclid Avenue Station 234+51.89 and 271.28 feet right of centerline of right of way and construction of East 66th Street Station 55+21.84;
- 5.) Thence South 01° 07' 19" East along the westerly line of lands conveyed to Dunham Tavern, Inc. by Volume 1602, Page 401 on file in the Cuyahoga County Recorder's Office, 502.19 feet to a point on the northerly right of way of Euclid Avenue at 40.00 feet left of centerline of right of way and construction of Euclid Avenue Station 234+88.66 and passing through an iron pin set 12.53 feet from said right of way;
- 6.) Thence North 86° 55' 22' West along said right of way, 240.80 feet to the point of beginning.

Containing within said bounds 2.2849 acres of land of which 0.6610 acres lie in parcel 118-06-050, 0.5514 acres lie in parcel 118-06-025, 0.5453 acres lie in parcel 118-06-026 and 0.5272 acres lie in parcel 118-06-027.

All iron pins set are 30" x 5/8" capped rebar labeled KS ASSOCS INC PROP MARKER.

EXHIBIT A

Page 2 of 2

RX250 Rev. 04/03

PID PARCEL

179WD

CTY-RTE-SEC

GCRTA-PROJ.38-CO3

Version Date

August 4, 2005

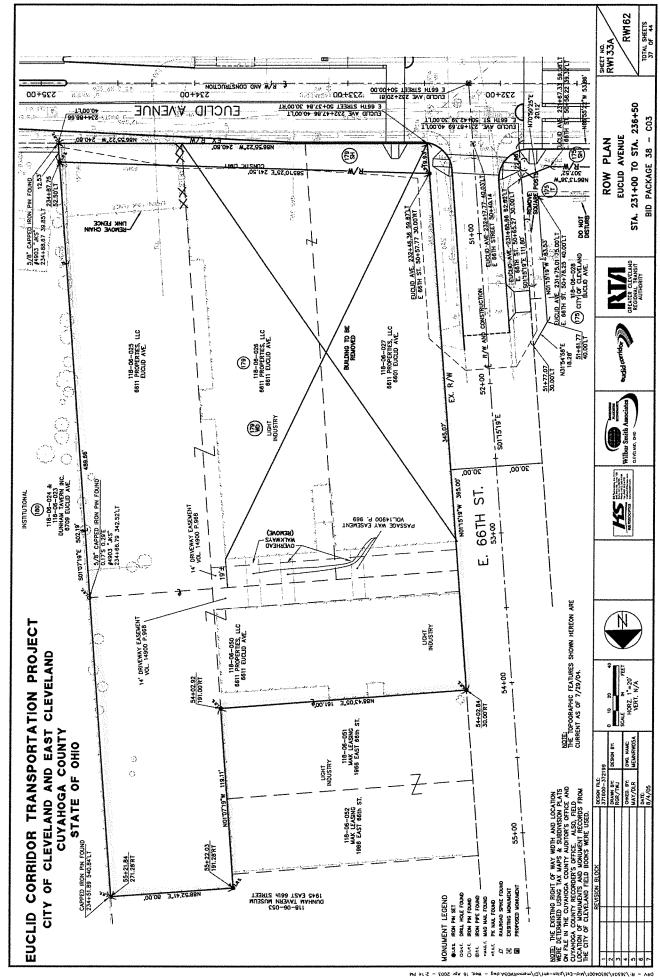
Bearings are based on Ohio State Plane, North Zone NAD83 (1995) Grid North.

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 66th Street.

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

Date:

2/4/05



5-11A

Form 100-326

□ Approval



Greater Cleveland Regional Transit Authority STAFF SUMMARY AND COMMENTS

TITLE/DESCRIPTION: AUTHORIZING THE GREATER CLEVELAND REGIONAL	Resolution No.: 2005-130
TRANSIT AUTHORITY TO ENTER INTO A PURCHASE AGREEMENT TO ACQUIRE CUYAHOGA COUNTY AUDITOR'S DEPMANENT BARCEL NUMBERS 418 06 025 118 06 026 118	Date: September 15, 2005
PERMANENT PARCEL NUMBERS 118-06-025, 118-06-026, 118-06-027 AND 118-06-050 IN FEE SIMPLE, WHICH ARE LOCATED AT 6611 EUCLID AVENUE IN CLEVELAND, OHIO, FOR \$1,122,100.00 FOR THE EUCLID CORRIDOR TRANSPORTATION PROJECT, PARCEL 179, AND TO REIMBURSE RELOCATION COSTS FOR PARCEL 179 REQUIRED UNDER THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970, AS AMENDED, IN AN AMOUNT NOT TO EXCEED \$709,626.00, FOR TOTAL EXPENDITURES OF AN AMOUNT NOT TO EXCEED \$1,831,726.00 (RTA DEVELOPMENT FUND, EUCLID CORRIDOR TRANSPORATION PROJECT DEPARTMENT BUDGET).	Initiator: Euclid Corridor Transportation Project
ACTION REQUEST:	

1.0 PURPOSE/SCOPE: The purpose of entering into this Purchase Agreement is to provide a legal right to acquire and transfer this property to construct the Euclid Corridor Transportation Project Bid Package C-03.

□ Information Only

□ Other

- 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 4th Quarter 2005.
- 3.0 PROCUREMENT BACKGROUND: Does Not Apply.

☐ Review/Comment

- 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 fee simple acquisitions. 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 \$701,312.50, line item 13.75.91 and Capital Grant OH-90-X484-01 in the amount of \$420,787.50, line item 13.75.91 for a total amount of \$1,122,100.00 (\$897,680.00 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

Page 2

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.

The relocation costs are 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 \$443,516.25, line item 13.75.91 and Capital Grant OH-90-X484-01 in the amount of \$266,109.75, line item 13.75.91 for a total amount of \$709,626.00 (\$567,700.80 in Federal funds which represent 80% of the total cost). The relocation costs are based upon the lowest of three professional bids for the business relocation. These three bids were reviewed by our relocation specialist consultant and approved by our program management consultant.

- 7.0 ALTERNATIVES: There are no viable alternatives to purchasing this property. The right of way needs for the project require the acquisition of this property.
- 8.0 RECOMMENDATION: This property acquisition was reviewed by the Board of Trustees Planning and Development Committee at their September 6, 2005 meeting. The terms of this purchase have been finalized since the September 6, 2005 meeting. This is explained in the staff memo to the Board of Trustees that immediately follows this Staff Summary packet. Staff recommends that the Board of Trustees approve the resolution to authorize the purchase of property and payment of relocation costs to property owner.
- 9.0 ATTACHMENTS: Purchase Agreement and Relocation Contract

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 REAL ESTATE Parcel(s) 179 WD

Cleveland, Ohio, September 19, 2005

1. The Greater Cleveland Regional Transit Authority ("GCRTA") ("Buyer") hereby offers to buy from 6611 Properties, LLC, an Ohio Limited Liability Company ("Seller") the following described property consisting of approximately Two and Two Thousand Eight Hundred Thirty-Six Ten Thousandths (2.2836) acres of land ("Premises"), together with all improvements, easements, hereditaments, fixtures and appurtenances thereunto belonging, but subject to all legal highways: located in the City of Cleveland, Ohio and known for street numbering purposes as 6611 Euclid Avenue and 1965 East 66th Street more fully described on **Exhibit "A"** attached hereto and made a part hereof and depicted on the Drawing attached hereto and made a part hereto and made a part hereof as **Exhibit "B"**.

2. Buyer agrees to pay for the Premises:

8.

\$1,242,300

Payable as follows:

(a) Earnest money to be deposited with Surety Title Agency, Inc. (the "Escrow Agent" and "Title Company" hereunder) and applied against the purchase price:

\$0

(b) Cash to be deposited in escrow on the Closing Date (hereinafter defined)

\$1,242,300

- 3. Time is of the essence in complying with the terms and conditions of this Agreement.
- Transfer shall be made in fee simple by warranty deed in the form attached hereto and made a part hereof as Exhibit "C" conveying the Premises to Buyer free and clear of all liens, encumbrances, leases and 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 "D" attached hereto and made a part hereof. Seller 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 as evidence or assurance that there has been conveyed to Buyer the title 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, then Seller shall furnish satisfactory evidence of the payment in full of all labor and materials to the Title Company.
- 5. Exclusive possession of the Premises in the same condition as of this date, except for ordinary wear and usage, is to be delivered to Buyer on the Closing Date. On the Closing Date, or immediately prior thereto, Buyer shall have the right to enter and inspect the Premises to insure that the Premises is in the condition required hereunder.
- 6. When accepted this offer shall constitute an agreement ("Agreement") for the purchase and sale of the Premises. This Agreement shall serve as escrow instructions subject to the Escrow Agent's usual conditions of acceptance where not contrary to any of the terms hereof.
- All funds and documents are to be deposited by the respective parties required to deposit same with the Escrow Agent on or before the Closing Date. The Closing Date for this transaction shall be selected by the Buyer and shall be no later than January 31, 2006 but not earlier than Seller's completion of the removal of Seller's personal property pursuant to that certain Relocation Agreement dated September , 2005, as amended, between Seller and Buyer (the "Relocation Agreement") (the "Closing Date"). Buyer shall notify Seller, in writing, of Buyer's selection of the Closing Date not later than twenty (20) days prior to such date. On the Closing Date, the Escrow Agent shall cause the title to the Premises to be searched by the Title Company, and provided the Title Company will issue the above-required evidence of title and the Escrow Agent has received all funds and documents to be deposited hereunder, the Escrow Agent shall cause the deed to be filed for record on such date and the funds disbursed in accordance with this Agreement. The Escrow Agent also shall timely file all forms, notices and documents required to be filed with the Internal Revenue Service in connection with the sale of the Premises.
 - Escrow Agent shall prorate real estate taxes and assessments to the date of transfer using the last available County Treasurer's Tax Duplicate. Seller shall cause final water, gas, sewer, electric and all other utility meter readings to be made as of the Closing Date or as close thereto as is reasonably possible. At Buyer's request, Seller shall cause the utilities to be transferred to Buyer without interruption of service. Seller shall promptly pay the final bills rendered on such final readings and shall deliver to Buyer and Escrow Agent evidence of payment of the same. Pending receipt of

evidence of full payment of all such utility bills the sum of \$ - 0 - shall be retained by Escrow Agent to secure such payments.

Escrow Agent shall charge Buyer with the transfer tax required by law to be paid at the time of filing of the Deed, the cost of evidence of title, the escrow fee and the cost of recording the Deed.

- 10. Intentionally Deleted.
- 11. Seller covenants represents and warrants to Buyer as follows:
 - (a) Seller has the full right and authority to convey the Premises 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 has not granted to any party any rights of occupancy in or to the Premises:
 - Seller is not a "non-resident alien," "foreign person" or "foreign entity" and Seller agrees to provide Buyer and the Escrow Agent, on the Closing Date, with an appropriate affidavit in the form required by the Internal Revenue Service. Seller's Federal Identification Number is: 34-1913457
 - (d) 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;
 - (e) Seller is duly organized and existing in good standing under the laws of the State of Ohio;
 - (f) Seller has the exclusive right of possession of the Premises;
 - To the best of Seller's knowledge, there is not located in, on, under or about the Premises 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 Premises and with respect to its use and occupancy 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 Premises is located or the United States Government, including, but not limited to, any material or substance which is (i) petroleum; (ii) asbestos or asbestos-containing materials; (iii) aluminum wiring; (iv) polychlorinated biphenyls; (v) urea formaldehyde foam insulation; or (v) 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;
 - (h) To the best of Seller's knowledge, there are no gas wells or other wells (whether or not capped) nor any underground storage tanks under any part of the Premises;
 - (i) To the best of Seller's knowledge, there are no violations of building or zoning codes or other Laws affecting the Premises and the improvements located thereon;
 - (j) Seller has not received any notice from any governmental authority of any violation of any Laws with respect to the Premises, nor is Seller aware of being in violation of any Laws; and, if Seller receives, prior to Closing, any notice of violations or required repairs or replacements, then Seller agrees immediately to notify Buyer and to be responsible for curing any such violation and making such repairs and replacements at Seller's cost and expense, as a condition precedent to the transfer of title and in any event within fifteen (15) days after receipt of such notice. If Seller fails to effect any of the foregoing repairs and replacements or fails to cure any deficiencies or violations at least fifteen (15) days prior to the Closing Date, then Buyer may elect to do so at Seller's cost and expense, to be reasonably agreed to by Seller and Buyer, and in such event Buyer shall receive a credit therefor against the Purchase Price;
 - (k) There is no litigation, proceeding or action pending or to Seller's best knowledge, threatened against or relating to Seller or the Premises;

- (I) Except as set forth on **Exhibit "D"**, there are no easements, conditions, leases, encumbrances, liens, restrictions or other agreements affecting the Premises;
- (m) From the date hereof through the Closing Date, Seller will cause the Premises to be operated, managed and maintained in a manner consistent with the requirements of this Agreement and in all events, in a manner consistent with good business practices;
- (n) Seller currently insures the Premises to the extent of its full replacement cost and until and including the Closing Date, Seller shall maintain, in effect, all of its insurance policies now maintained on or in respect of the Premises;
- (o) Seller shall timely pay in full any and all of its outstanding bills relating to the Premises that exist as of the Closing Date;
- (p) Seller and the Premises are in compliance with all restrictive covenants, easement agreements and other instruments or agreements affecting the Premises;
- (q) Seller shall remove from the Premises all personal property not being transferred to Buyer hereunder on or before the Closing Date, Seller shall deliver the Premises "broom clean"; and
- To the best of Seller's knowledge, all improvements on the Premises are wholly within the lot limits of the Premises and do not encroach on any adjoining premises; that there are no encroachments on the Premises by any improvements located on any adjoining premises; the heating, cooling (if any), plumbing, septic (if any), air filtering, electrical and sprinkler systems (if any) and all fixtures, attachments, and equipment in or on the Premises are presently in good working order and repair and Seller agrees that the same will be in good working order and repair at the time possession of the Premises is given to Buyer; the Premises are free from termites or other insects and from any damage or defect which might be caused by the same; and Seller has not had nor does there currently exist any water leaking into any building on the Premises from the roof, walls, basement, floor, windows or any other part of the Premises and the roof, foundation and structural components of the Premises are sound and not in need of repair or replacement.
- 12. 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 Premises 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
- 13. 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 Premises. 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.
- 14. If any part of the Premises shall, prior to the filing of the Deed for record, be damaged or destroyed by fire or any other cause, then Seller shall immediately give written notice to Buyer of such event and Buyer may elect to (a) receive the proceeds of any insurance payable in connection therewith plus a reduction in the amount of the Purchase Price equal to the deductible amount, if any, under the insurance policy or policies covering the Premises and thereupon otherwise remain obligated to perform this Agreement in accordance with its terms or (b) terminate this Agreement and receive the immediate return of all money deposited in escrow or with Seller.
- 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 deposited in escrow or with Seller, 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 (a) retain (or have paid to Seller on demand) the Earnest Money deposited in escrow pursuant to Section 2(a) above, as minimum stipulated damages, or (b) recover from Buyer all damages, including consequential damages plus court costs and attorney fees.

- 16. 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.
- 17. This Agreement contains 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 date of title transfer and shall survive the Closing.
- 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:

Carmen Digeronimo 23433 Wingedfoot Drive Westlake, OH 44145

With a copy to:

Jerald L. Moss Attorney at Law 2806 Payne Avenue Cleveland, Ohio 44114

- 19. 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 Sellers 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 19.
- 20. In the event that any provision of this Agreement 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. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

- 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 implement and consume of the purchase and sale of the Premises as contemplated hereunder. Seller and Buyer shall each execute four (4) copies of this Agreement. One (1) executed copy of this Agreement shall be retained by Seller and three (3) executed copies of this Agreement shall be retained by Buyer.
- This Agreement (and the rights and obligations of the parties hereunder) is contingent upon the execution and delivery by Buyer to Seller of the Relocation Agreement (defined above) within ten (10) days of Seller's execution and delivery to Buyer of this Agreement. If Buyer fails to execute and deliver to Seller the Relocation Agreement within said ten (10) day period this Agreement shall automatically terminate.

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

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

WITNESS:

SELLER:

6611 Properties, LLC, an Opio Limited Liability Company

and Deronno

By: Carmen DiGeronimo, General Partner

The Carmen DiGeronimo Limted Partnership Its: Managing Member

Date: September 19, 2005 . 2004

Situated in the City of Cleveland, County of Cuyahoga and State of Ohio: And known as being

Parcels "B" and "H" in New York Life Insurance Company's subdivison No. 2 of part of Original One Hundred Acra Let No. 328 as shown by the recorded plat in Volume 129 of Maps, Page 24 of Cuyahoga County Records, and part of Original One Hundred Acre Let No. 338, and together forming a parcel of land bounded and described as follows:

Beginning on the Northerly line of Euclid Avenue 80 feet wide at the Southwesterly comer of land conveyed to the Flomar Company by deed dated December 18, 1958, and recorded in Voluem 8457, Page 307 of Cuyahoga County Records; said point also being the Southwesterly comer of said percel "H": thence Easterly, along the Nartherly line of Euclid Avenue about 240.76 feet to the Southeastedy comer of land conveyed to the Flomar Company, by deed dated August 26, 1966, and recorded in Volume 11883, Page 455 of Ouyahoga County Records; thence Northerly along the Easterly line of land so conveyed to the Flomar Company about 303.44 feet to the Southeastedy comer of land conveyed to John M. Lawrence by deed dated January 10, 1879, and recorded in Volume, 14900, Page 985 of Cuyahoga County Records; thence Westerly about 240.85 feet to the Easterly line of East 66th Street; said point being also the Northwesterly comer of said parcel "H"; thence Southerly along the Easterly line of East 66th Street, 285 feet to the place of beginning.

P.P. NOS. 118-06-025, 028 and 027 Property Address: 6611 Euclid Avenue, Cleveland, Ohio PRIOR INSTRUMENT REFERENCE: VOL. 90-1028 P. CUYAHOGA COUNTY AUDITOR

PARCEL NO CONVEYANCE IS IN COMPLIANCE WITH SEC.:319.202 O.R.C. PAID

ነበል ማወደተው *የአትን የተ*ግንያልብያው በተካ

CUYAHOGA COUNTY RECORDER 200201070060 PAGE 3 of 3

ROBERT KLAIBER P.E., P.S. Legal Description complies with Cuyahoga County Conveyance Standards and is approved for transfer:

Situated in the City of Claveland, County of Cuyahoge and State of Ohio and known as being Parcel "D" in the New York Life Insurance Company's Subdivision No. 2 of part of Original 100 Acra Lot No. 338 as recorded in Volume 129, Page 24, of Cuyahoga County Map Recods and part of aforesald Original 100 Acre Lot No. 338;

Begining at the Sluttwesterly corner of aforesaid Parcel "D" In the New York Life Insurance Company's Subdivision No. 2, said point being also in the Easterly line of East 86th Street, 80 feet wide:

Thence North along the aforesald Easterly line of East 66th Street, a distance of 80 feet to the Northwesterly comer thereof;

Thence East, along the Northerly line of aforesaid Parcel "D" a distance of 161,05 feet to the Northeasterly corner thereof; said point being also in the Westerly line of land conveyed to Rollin C. White by deed dated September 12, 1913 and recorded in Volume 1472, Page 495 of Cuyahoga County Deed Records;

Thence North 00° 08' 50" East, along the aforesald Westerly line of land convered to Rollin C. White, about 119.37 feet to the northwesterly comer thereof,

Thence South 89' 51' 10" East, along the Northerly line of aforesald land conveyed to Rollin C. While, about 80.00 feet to the northeasterly comer thereof;

Thence South 00° 08' 50" West, along the Easterly line of aforesald land conveyed to Rollin C. White, about 199.16 feet to a point therein at its point of intersection with the Easterly prolongation of the Southerly line of aloresaid Parcel "D" in the New York Life Insurance Company's Subdivision No. 2;

CUYAHOGA COUNTY AUDITOR Thence West along the Easterly prolongation of the Southerly line of aforesaid Parcel "D" and the aforesaid Southerly line of Parcel "D", a distance of about 240.85 feet to the place of beginning be the same more or less but subject to all legal highways and easements.

PRIOR INSTRUMENT REFERENCE: VOL. 80-3303 PAGE 5

PARCEL NO. 118-05-050 CONVEYANCE IS IN COMPLIANCE WITH SEC. 319.202 O.R.C.

ROBERT KLAIBER P.E., P.S. Legal Description complies with Cuyahoga County Conveyance

20112011070049 PAGE 3 of 3

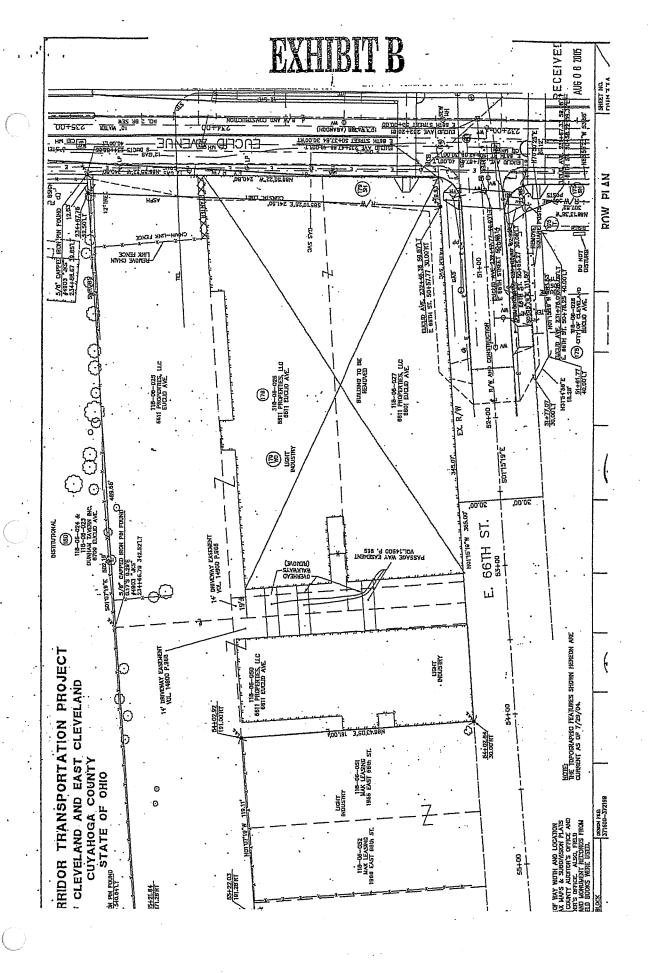


EXHIBIT C

GENERAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, THAT 6611 Properties, LLC, an Ohio Limited Liability Company ("Grantor"), for Ten Dollars (\$10.00) and other valuable consideration the receipt of which is hereby acknowledged, grants, with general warranty covenants, to Greater Cleveland Regional Transit Authority ("Grantee"), whose tax mailing address is 1240 West 6th Street, Cleveland, Ohio 44113-1331, the real property located at 6600-6611 Euclid Avenue and consisting of approximately 2.2836 acres, situated in the City of Cleveland, County of Cuyahoga, and State of Ohio, and more particularly described on Exhibit "A" attached hereto and made a part hereof together with all improvements and appurtenances relating thereto ("Real Property").

The Real Property is being conveyed free and clear of all liens and encumbrances whatsoever except: (i) real estate taxes and assessments, both general and special, not yet due and payable; (ii) building and zoning ordinances; and (iii) easements, restrictions, conditions and covenants of record set forth on Exhibit "B" attached hereto and made a part hereof.

Prior Instrument Refere	nce: 20020	01070049 & 200201070050
Permanent Parcel No(s)	: 118-0	6-025, 026, 027, 050
EXECUTED this	day of	, 200
	,	
		6611 Properties, LLC, an Ohio limited liability company
		By: Print Name: Title:

STATE OF OHIO) SS:						
COUNTY OF CUYAHOGA)		,			٠.	
			.*			
BEFORE ME, a Notary	Public in an	d for said Co	ounty and	State, person	ally appear	ed
6611 Properties, LLC, an Ohio Lim	ited Liabilit	y Company,	ъу	·		
its,	who acknow	ledged that h	ne did sign	the foregoin	ng instrume	nt,
on behalf of said company and that			K.			
aı	nd the free ac	ct and deed o	of said con	ipany.		
IN TESTIMONY WHE	REOF, I hav	e hereunto s	et my hand	l and officia	l seal, at	
, Ohio, th	is day	y of		, 2005.		,
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·			RY PUBLI nmission e			

This instrument was prepared by or on behalf of the Greater Cleveland Regional Transit Authority.

EXHIBIT "D" PERMITTED TITLE EXCEPTIONS

√one.

'age 1 of 1

Initials Date 4/15/05

Date: September 15, 2005

Mr. Carmen DiGeronimo A-1 Fixtures 6611 Euclid Avenue Cleveland, Ohio 44103 CUY Euclid Avenue
County Route
RTA Project No. 38
Unit Parcel No. 179-1P.

RE: Euclid Corridor Transportation Project - 6611 Euclid Avenue

Dear Mr. DiGeronimo:

Please refer to the meeting held on <u>September 13, 2005</u> between representatives of your company and O. R. Colan Associates regarding the move of your personal property from your present location at <u>6611 Euclid Avenue</u>, <u>Cleveland</u>, <u>Ohio</u> to the replacement site at <u>1278 & 1290 East 260th Street</u>, <u>Euclid</u>, <u>OH</u>. A-1 reserve the rights (1) to relocate personal property to sites other than those listed, including but not limited to 1990 East 69th Street and 2046 East 71st Street (moving of personal property to replacement locations should be at least 60% or greater of current inventory), (2) to discard any personal property, and/or (3) to sell any such property, as scrap, or otherwise (but limited to 40% of the entire inventory).

During that meeting, it was agreed that:

- 1. You will perform a self-move of the personal property listed on the certified inventory dated June 3, 2005 (See Attachment A Personal Property Inventory) and the hazardous material inventory dated August 18, 2005 (See Attachment B Hazardous Materials Inventory) for the amount of \$705,000.00. This amount is final and binding on all parties and is not subject to final review and/or approval after acceptance of the agreement by all parties and relocation has commenced.
- 2. Your move will be completed and the acquired site vacated by no later than the last to occur of: (A) One hundred (100) days after receipt of written Notice to Commence following (1) signed acceptance of relocation agreement by GCRTA and/or Federal Transit Administration and (2) execution of purchase agreement between 6611 Properties LLC and GCRTA or (B) January 31, 2006, provided, however, you may have one (1) extension of up to fifteen (15) days to complete the removal of personal property and vacate the acquired site but in no event later than February 15, 2006.

Payment schedule: Payments are to be made on the following schedule:

- a. \$176,250.00 upon completion of 25% of personal property;
- b. \$176,250.00 upon completion of 50% of personal property;
- c. \$176,250.00 upon completion of 75% of personal property;
- d. \$176,250.00 upon completion of 100% of personal property.

- 3. If any personal property items are not moved and the acquired site not vacated by the agreed upon date, the personal property will be determined to be abandoned and a 3rd party will be brought in by the GCRTA to remove the remaining personal property from the site and the actual costs incurred will be deducted from your authorized move amount.
- 4. You will assume full responsibility for the move utilizing your own work forces and equipment or any other means at your disposal.
- 5. You will assume full responsibility for removal of hazardous materials and proper disposal at an approved landfill done by licensed and EPA approved environmental firms. Proper disposal slips will be provided to O. R. Colan to show disposal of hazardous materials. (See Attachment B Hazardous Materials Inventory for list of items to be disposed)
- 6. Your move will be monitored by O. R. Colan Associates personnel.
- 7. You will advise O. R. Colan Associates when your move is completed and within seven (7) days immediately following, a post move inspection will be conducted to verify that all inventory items have been moved as per the move specifications. (See Attachment C Move Specifications)
- 8. The move amount will be subject to final review and approval by the Greater Cleveland Regional Transit Authority (GCRTA) and the Federal Transit Administration (FTA).
- 9. Contingency: Relocation agreement contingent upon execution of purchase agreement for subject real estate by GCRTA within (10) days after execution of relocation agreement.
- 10. All work will be performed in accordance with all applicable laws and governmental rules and regulations.

Your cooperation is appreciated.

Please sign below s.	howing acceptance of the above amount as full compensation for your move
	1)1)
Accepted by:	andlesteronemo
Printed Name:	A-1 Store Fixture Company By: Carmen DiGeronimo, President
Date:	September 19, 2005

Attachment "A"

Inventory 6611 Euclid Avenue

GCRTA
Parcel 179-1P
A-1 Store Fixtures

	JOI II OHEL TY CHE
100	sections gondola shelving
18	glass display showcases, picture 1.
1	upright display case
$26 \pm$	stack chairs
	arm chairs
2	dump tables
	Stack wall dividers
1	mirror unit, picture 2
3	utility ladders. pictures 3&4
1	wall unit
1	assembled utility ladder, picture 5
2	video racks
1	draft cabinet
4	3' square draft tables
5 2	upholstered booths
2	marble jewelry cases
	Stack office cubicles
7	bins pegboard parts, picture 6
2 .	parts display cabinets, picture 8
1	magazine rack
10	video racks
	Wire rack
3	bench booths and tables
1	ice table, <i>picture 9</i>
	Plastic menu stands
1	salad bar
1	pallet jack
1	deli cooler*, picture 10
1	4 door cooler*
	Shelving, picture 11
3	stacks pegboard
10	desks
	Metal baskets, picture 12
2	air conditioner/heater units
40 pie	ces roller conveyor
3	safes, picture 13
	Cooler frames
	Rolling rack, picture 14
	Shelving units, picture 15
	High pressure hose
5	pop machines*
	mangle
	buffet cold table

stocking rack

Attachment "B"

Hazardous Material Inventory 6611 Euclid Avenue

Parcel #: 179-1P
Project: <u>ECTP</u> Name of Relocatee: A-1 Store Fixtures
Type of Relocation: Personal Property Move
(Layout of floor plan detailing location of machinery, equipment, etc. Photographs maybe useful of the personalty to be moved. Buildings and rooms should be identified individually with the personalty contained therein noted)
1 refrigerator (older small residential)*
1 short refrigerator* 5 boxes fluorescent bulbs* 1 Diebold safe, picture 31
1 large safe
1st floor, rear
1st floor, Separates Room truck tire
1 air conditioner* 1 small safe
1st floor, rear, east side Fluorescent bulbs* I fire extinguisher*
1 5 gal. can joint compound 1 2 gal. can of linoleum paste*
 1st floor, east side, next to rear room boxes fluorescent bulbs
1 st floor, front interior room

MOVE SPECIFICATIONS

A. Subject Title

A-1 Store Fixtures is located at 6611 Euclid Avenue, Cleveland, Ohio. A-1 Store Fixtures is located in two front buildings totaling 211,977 square feet one a seven (7) story building and one a four (4) story building and a rear building of 67,760 square foot seven (7) story building located behind 6611 Euclid Avenue, Cleveland, Ohio. The front and rear buildings are connected by (2) walkways on the 4th floor and (1) walkway on the 3rd floor. The bulk of the inventory is used store and restaurant fixtures.

B. Scope of Work

These move specifications encompass the physical move of all Inventory and Personal Property of A-1 Store Fixtures, presently located at 6611 Euclid Avenue, Cleveland, Ohio to 1278 & 1290 East 260th Street, Euclid, Ohio, 12.1 miles from the subject site.

Contractor shall demonstrate past capability to manage a move of this type in its entirety, excluding hazardous waste items.

C. Conditions of Move

- * There are first floor loading docks.
- * The elevator is inoperable and should not be considered as operable for your estimate.
- * At present there are window openings that could be used for removal of the inventory. GCRTA is not in favor of any additional openings to remove inventory. If you feel this is required to complete the move, this needs to be discussed before you submit your bid.
- * The inventory has been revised and now designates items to be relocated and items for disposal.
- * Any potential hazardous items that were noted, are indicated by an asterisk on the inventory. These hazardous items will be properly disposed of by a third party and will not be part of this bid. RTA will be contracting directly with a contractor for the removal of hazardous waste.
- * No debris is to be left in the building unless agreed upon prior to the completion of bid estimates.
- * Any areas of the buildings found to be unsafe where there is personal property, must be addressed before the move estimate is submitted.
- *Attached to these move specifications is an outside elevator and shoot system provided by WACO Scaffolding and Equipment which we recommend be utilized in the removal of items from the building. This system will eliminate the need for additional openings in the building. WACO will erect this equipment for the front building. It will remain for 60 days

and then be dismantled and erected at the rear building for 30 days. WACO will then remove the equipment once the move is complete. Please review this material and incorporate this quote into your bid. If you have an objection to using this type of system, or if you are able to find a company which offers a similar type of system at a more economical cost, please call to discuss this issue before submitting your revised bid.

D. Inventory and Personal Property

* Provided to you is a written inventory and a photo inventory of personal property items to be moved. This inventory is not represented as showing every item found in the building, but does itemize to an extent so that a firm bid can be made of the move. This inventory is to be used as a guide. You are still required to view the site and base your estimate on your visual inspection.

THIS INVENTORY HAS BEEN REVISED FROM THE ORIGINAL INVENTORY GIVEN TO YOU TO REFLECT ITEMS TO BE RELOCATED AND ITEMS TO BE DISPOSED.

E. Current Layout and Replacement Layout

* You are also being provided a layout of the subject property and a layout of the replacement site to assist you in relocating and placing items in the desired location at the new site.

F. Timing Schedule of Move

- * A letter of authorization will be issued once a move cost has been approved.
- * The move is to be completed within 90 days once authorization is given, or by December 31, 2005, whichever is later.

G. Method of the Move

- * Mover will transport as many units as possible per round trip of each carrier between locations and present to new location. For scrapped items, mover shall submit receipts for all dump tickets and invoices for proof of proper disposal.
- * Inventory and personal property Any necessary prepackaging of loose parts will require decisions to be made as to the best economical method. Low or no value parts/material will be set apart for the business owner's evaluation and disposition.
 - * Items to be relocated to the new site have been noted on inventory by Owner. Those items not noted will be set aside for owner's determination of status..

*Move Contractor General Requirements

*Revised Bids must be submitted within 7 days after pre-bid meeting scheduled for July 28, 2005. Deliver bids to:

Mr. Steve Toth 4367 Rocky River Drive Suite 100 Cleveland, Ohio 44135

* Each move contractor is required to make a thorough inspection of the present site of the subject business with the claimant or one of his delegated representatives so that they will be aware of all factors pertinent to the required move. Bidders shall inspect the items to move including stock and inventory, as well as the conditions stated within the moving specifications in the presence of A-1 Fixtures and GCRTA or its duly authorized representative.

Contractor will:

- * Furnish all boxes, equipment and materials necessary to complete the move, also to pack, load, cart and unload and place all inventory as directed by the claimant in conformance with the attached scope of work.
- * Use special packing material when necessary to prevent damage during the move to items being relocated to the replacement site.
- * Act as general contractor for the removal of all personal property from the site and obtain necessary third party services for such items as equipment rental, safety equipment or refuse containers.
- *Base all bid proposals upon the normal daily working schedule at straight time rates unless prior written approval has been obtained from GCRTA or its duly authorized representatives.
- * Obtain all licenses and permits to enable work to conform with local, state and federal ordinances and statutes; in addition, the contractor must be fully insured, licensed and bonded.
- * Be responsible to secure, as needed, sub contractors, unless otherwise instructed.
- * Any Sub contractors' costs will be reflected on the Bid Estimate Worksheet. The name and address of the sub contractor shall be contained within the bid, as well as the sub contractors Estimate to support the amount.
- * The integrity and value of the personal property and inventory must be maintained even when using "innovative" packing, loading, transporting and

unpacking methods.

- * Contractor not to include any costs associated with the modification to personal property.
- * Contractor to consult with owner and take into consideration the nature of the business and to arrange the move so that minimum of business interruption or hardship takes place.
- * Contractor to provide necessary insurance to cover any and all damage which could be sustained by all items to be moved and/or installed. You are to provide adequate insurance so A-1 Store Fixtures will incur no expense in the event of damage.
- * Government regulations dictate that the buildings and all outside areas be free and clear of refuse, trash and/or debris of all kinds laying around. In general, a clean area must be maintained.
- * Any special clothing or equipment deemed necessary by contractor for the health and safety of their workers shall be allowed as a cost of the move. Such costs must be shown in the Bid Estimate Worksheet.

H. Preparation of New Site

The physical move schedule of the inventory and personal property will be contingent on the Owner designating items to be relocated versus items to be disposed of. (This has been completed) and Owner completing site preparation. Finality of new site provisions will be required prior to inventory and personal property move. This will consists of a layout of the new site and designated locations for relocated inventory.

I. Requirements of Moving Contractor

- * Bid Estimate Worksheet indicating subdivisions for moving contractor's quote must be completed and attached to your Estimate. This worksheet is attached to these move specifications. The purpose of this worksheet is to detail information needed for comparison of bids.
- *Company qualifications identifying capability to perform this type of move in its entirely must be provided.
- * Moving contractor must stand ready to perform the move in its entirety, with a 30 day notice and complete said move with 90 days for the amount of its estimate.
- * The results of this solicitation to bid does not guarantee an award of the move either in total, or in part.

* It is understood that GCRTA is the recipient of this bid and its <u>contents</u> and amount is not to be disclosed to anyone other than a representative of GCRTA.

All moving bids need to be reviewed and approved by a representative of GCRTA prior to commencing the actual move. Actual and reasonable expenses incurred by commercial movers in preparation of bid are reimbursable costs.

Prepared By:

Reviewed By:

Reviewed By: