

RESOLUTION NO. 2005- 143

AUTHORIZING THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY TO ENTER INTO A PURCHASE AGREEMENT TO PURCHASE PERMANENT AND TEMPORARY EASEMENTS FOR THE EUCLID CORRIDOR TRANSPORTATION PROJECT IN THE HEREINAFTER-DESCRIBED PARCELS, DECLARING THE NECESSITY THEREFORE FOR THE PURPOSE OF MAKING AND REPAIRING ROADS THAT SHALL BE OPEN TO THE PUBLIC WITHOUT CHARGE, AND DECLARING THE VALUE OF EACH PARCEL ACQUIRED, FOR A TOTAL PURCHASE PRICE OF \$61,200.00 (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-O2 on a portion of this site and therefore must acquire permanent and temporary easements from the following parcels; A.) Parcel 34 and B.) Parcel 69 and;

WHEREAS: A.) National City Center, LLC is the owner of Parcel 34 and B.) PSC Hanna Building, LLC is the owner of Parcel 69, as identified above and are willing to sell permanent and temporary easements 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 report. A Review Appraiser approved the Fair Market Value Estimate in the appraisal report; and

WHEREAS, the Greater Cleveland Regional Transit Authority wishes to enter into a Purchase Agreement for the purchase of permanent and temporary easements with each of the following: A) National City Center, LLC in the amount of \$54,200.00 and B) PSC Hanna Building, LLC in the amount of \$7,000.00.

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 permanent and temporary easements for these properties and all other documents required to acquire and transfer this real estate.

Section 2. That the Total Purchase Price of \$61,200.00 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.


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 \$38,250 and Capital Grant OH-90-X484-01 in the amount of \$22,950 for a total amount of \$61,200.00 (\$48,960 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 permanent and temporary easements from 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: Map and legal description (Attachment A & B)  
Property Interest spreadsheet (Exhibit 1)

Adopted: October 18, 2005

  
\_\_\_\_\_  
President

Attest:   
\_\_\_\_\_  
CEO, General Manager/Secretary-Treasurer

PID  
 PARCEL 34SH  
 CTY-RTE-SEC GCRTA-PROJ. 38-CO2  
 Version Date December 13, 2004

**PARCEL 34-SH  
 GCRTA-PROJ. 38-CO2  
 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 2 Acre Lot 108, being also a part of land conveyed to National City Center, LLC., by Instrument No. 200306181064 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 9<sup>th</sup> Street at 49.50 feet left of centerline of right of way and construction of Euclid Avenue Station 114+21.26 and 49.50 feet left of centerline of right of way and construction of East 9<sup>th</sup> Street Station 50+75.73;

- 1) Thence South 79° 10' 01" West along said northerly right of way of Euclid Avenue 10.00 feet to a point 49.50 feet left of centerline of right of way and construction of Euclid Avenue Station 114+11.26 and 58.66 feet left of centerline of right of way and construction of East 9<sup>th</sup> Street Station 50+79.75;
- 2) Thence leaving said right of way North 22° 20' 08" East, 10.94 feet to a point on said westerly right of way of East 9<sup>th</sup> Street at 58.66 feet left of centerline of right of way and construction of Euclid Avenue Station 114+17.24 and 49.50 feet left of centerline of right of way and construction of East 9<sup>th</sup> Street Station 50+85.73;
- 3) Thence South 34° 29' 46" East along said right of way 10.00 feet to the point of beginning

Containing within said bounds 0.0011 acres of land in Parcel 101-27-033.

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

The stations referred to herein are from the centerlines of right of way and construction of Euclid Avenue and East 9<sup>th</sup> Street.

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

Date:

12/13/04

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



PID	34T
PARCEL	GCRTA-PROJ.38-CO2
CTY-RTE-SEC	December 9, 2004
Version Date	

**PARCEL 34-T  
GCRTA-PROJ.38-CO2  
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 2 Acre Lots 107 and 108, being also a part of land conveyed to National City Center, LLC., by Instrument No. 200306181064 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, 99 feet wide, at 49.50 feet left of centerline of right of way and construction of Euclid Avenue Station 114+11.26 and 58.66 feet left of centerline of right of way and construction of East 9<sup>th</sup> Street Station 50+79.75;

- 1) Thence South 79° 10' 01" West along said right of way 182.92 feet to a point 49.50 feet left of centerline of right of way and construction of Euclid Avenue Station 112+28.34;
- 2) Thence leaving said right of way North 10° 44' 36" West 10.00 feet to a point 59.50 feet left of centerline of right of way and construction of Euclid Avenue Station 112+28.35;
- 3) Thence North 79° 10' 01" East, 177.50 feet to a point 59.50 feet left of centerline of right of way and construction of Euclid Avenue Station 114+05.85 and 59.60 feet left of centerline of right of way and construction of East 9<sup>th</sup> Street Station 50+91.08;
- 4) Thence North 22° 20' 08" East, 12.07 feet to a point on the westerly right of way of East 9<sup>th</sup> Street, 99.00 feet wide, at 69.60 feet left of centerline of right of way and construction of Euclid Avenue Station 114+12.45 and 49.50 feet left of centerline of right of way and construction of East 9<sup>th</sup> Street Station 50+97.68;
- 5) Thence South 34° 29' 46" East along said right of way 11.95 feet to a point 58.66 feet left of centerline of right of way and construction of Euclid Avenue Station 114+17.24 and 49.50 feet left of centerline of right of way and construction of East 9<sup>th</sup> Street Station 50+85.73;
- 6) Thence leaving said right of way South 22° 20' 08" West, 10.94 feet to the point of beginning.

Containing within said bounds 0.0440 acres of land of which 0.0254 acres lie in Parcel 101-27-034 and 0.0186 acres lie in Parcel 101-27-033.

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

The stations referred to herein are from the centerlines of right of way and construction of Euclid Avenue and East 9<sup>th</sup> Street.



PID	69T1
PARCEL	69T1
CTY-RTE-SEC	GCRTA-PROJ.38-CO2
Version Date	December 13, 2004

**PARCEL 69-T1  
GCRTA-PROJ.38-CO2  
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 17 in Block 4 of Seymour and Baldwin's Allotment as shown by the recorded plat in Volume "U", Page 616 of the Cuyahoga County Plat Records, also being a part of the lands conveyed to PSC HANNA BUILDING LLC by Instrument No. 199908241362 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 northeast corner of the grantor and on the southerly existing right of way of Euclid Avenue at 49.50 feet right of centerline of right of way and construction of Euclid Avenue Station 131+71.02;

- 1) Thence leaving said right of way, South 08° 52' 11" East along the westerly line of lands conveyed to Foundation Properties, Inc. as recorded in Instrument No. 199908241374 on file in the Cuyahoga County Recorder's Office, 5.82 feet to a point at 55.32 feet right of centerline of right of way and construction of Euclid Avenue Station 131+71.01;
- 2) Thence leaving said line, South 81° 02' 11" West, 5.50 feet to a point at 55.32 feet right of centerline of right of way and construction of Euclid Avenue Station 131+65.51;
- 3) Thence North 08° 33' 02" West, 5.82 feet to a point on the existing southerly right of way of Euclid Avenue at 49.50 feet right of centerline of right of way and construction of Euclid Avenue Station 131+65.55;
- 4) Thence North 81° 02' 22" East along said right of way, 5.47 feet to the point of beginning.

Containing within said bounds 0.0007 acres of land in Parcel 103-01-023.

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.

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

Date:

12/13/04

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



EXHIBIT

Page 1 of 1

PID	
PARCEL	69T
CTY-RTE-SEC	GCRTA-PROJ.38-CO2
Version Date	December 14, 2004

**PARCEL 69-T**  
**GCRTA-PROJ.38-CO2**  
**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 20 in Block 4 of Seymour and Baldwin's Allotment as shown by the recorded plat in Volume "U", Page 616 of the Cuyahoga County Plat Records, also being a part of the lands conveyed to PSC HANNA BUILDING LLC by Instrument No. 199908241362 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 existing right of way of Euclid Avenue at 49.50 feet right of centerline of right of way and construction of Euclid Avenue Station 129+30.79 and 44.81 feet right of centerline of right of way of East 14<sup>th</sup> Street Station 49+24.24;

- 1) Thence North 81° 02' 22" East along the existing southerly right of way of Euclid Avenue, 8.43 feet to a point at 49.50 feet right of centerline of right of way and construction of Euclid Avenue Station 129+39.22 and 52.40 feet right of centerline of right of way of East 14<sup>th</sup> Street Station 49+20.58;
- 2) Thence leaving said right of way, South 22° 40' 31" West, 23.03 feet to a point on the easterly right of way of East 14<sup>th</sup> Street at 69.11 feet right of centerline of right of way and construction of Euclid Avenue Station 129+27.14; and 33.00 feet right of centerline of right of way of East 14<sup>th</sup> Street Station 49+08.17;
- 3) Thence North 34° 43' 04" West along said right of way, 8.60 feet to a point 61.36 feet right of centerline of right of way and construction of Euclid Avenue Station 129+23.41 and 33.00 feet right of centerline of right of way of East 14<sup>th</sup> Street Station 49+16.77;
- 4) Thence leaving said right of way, North 22° 57' 09" East, 13.97 feet to the point of beginning.

Containing within said bounds 0.0031 acres of land in Parcel 103-01-021.

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 of East 14<sup>th</sup> Street.

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

Date:

12/14/04

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







ROW Parcel Number	County Auditor's Permanent Parcel Number	ECTP Bid Package	Owner	Acquisition Action	Fee Simple Gross Take (Acres)	Permanent Easement Gross Take (Acres)	Temporary Easement Gross Take (Acres)
34SH	101-27-033	C-02	National City Center, LLC.	Permanent Easement	0.0000	0.0011	0.0000
34T	101-27-034 101-27-033	C-02	National City Center, LLC.	Temporary Easement	0.0000	0.0000	0.0440
69SH	103-01-021	C-02	PSC Hanna Building LLC	Permanent Easement	0.0000	0.0018	0.0000
69T-T1	103-01-021 103-01-023	C-02	PSC Hanna Building LLC	Temporary Easement	0.0000	0.0000	0.0038



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

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<p>AUTHORIZING THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY TO ENTER INTO A PURCHASE AGREEMENT TO PURCHASE PERMANENT AND TEMPORARY EASEMENTS FOR THE EUCLID CORRIDOR TRANSPORTATION PROJECT IN THE HEREINAFTER-DESCRIBED PARCELS, DECLARING THE NECESSITY THEREFORE FOR THE PURPOSE OF MAKING AND REPAIRING ROADS THAT SHALL BE OPEN TO THE PUBLIC WITHOUT CHARGE, AND DECLARING THE VALUE OF EACH PARCEL ACQUIRED, FOR A TOTAL PURCHASE PRICE OF \$61,200.00 (RTA DEVELOPMENT FUND, EUCLID CORRIDOR TRANSPORTATION PROJECT DEPARTMENT BUDGET).</p>	<p>Resolution No.: 2005- 143</p>
	<p>Date: October 13, 2005</p>
	<p>Initiator: Euclid Corridor Transportation Project</p>

**ACTION REQUEST:**  
 Approval     Review/Comment     Information Only     Other \_\_\_\_\_

- 1.0 **PURPOSE/SCOPE:** The purpose of entering into this Purchase Agreements is to provide a legal right to acquire and transfer permanent and temporary easements from these properties to construct the Euclid Corridor Transportation Project – bid package C-02.
- 2.0 **DESCRIPTION/JUSTIFICATION:** These properties are vital for right of way needed for the second 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 the 2<sup>nd</sup> quarter of 2006.
- 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 \$38,250, line item 13.75.91 and Capital Grant OH-90-X484-01 in the amount of \$22,950, line item 13.75.91 for a total amount of \$61,200.00 (\$48,960 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. 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 the permanent and temporary easements on these properties.
- 8.0 RECOMMENDATION: The Board of Trustees Planning and Development Committee reviewed these property acquisitions at the October 4, 2005 meeting. Staff recommends that the Board of Trustees approve the resolution to authorize the purchase of these properties.
- 9.0 ATTACHMENTS: Purchase Agreements (Attachments A and B).

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



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CEO, General Manager/Secretary-Treasurer

OFFER TO PURCHASE RIGHT OF WAY AND EASEMENT

Parcel(s) 34 SH, T

Cleveland, Ohio, September 20, 2005

1. The Greater Cleveland Regional Transit Authority ("GCRTA") ("Buyer") hereby offers to buy from National City Center, 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 801 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 \$54,200.00 (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 to the best of Seller's actual knowledge, 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

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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) commence an action for specific performance of this agreement 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.

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 6<sup>th</sup> 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 6<sup>th</sup> Street  
Cleveland, Ohio 44113-1331  
Attn: James D. DeRosa – Deputy Project Manager – Real Estate

If to Seller:

National City Center, LLC, an Ohio Limited Liability Company  
1900 East 9th Street  
LOC # 01-2007  
Cleveland, OH 44114  
Attn: Thomas L. Miller

- 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.

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 6<sup>th</sup> 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

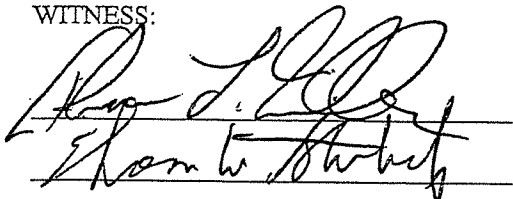
Date: \_\_\_\_\_ 200\_\_

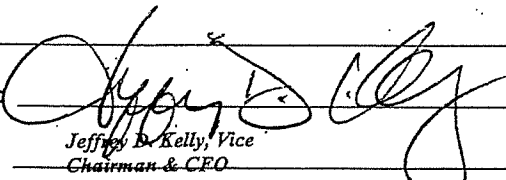
The undersigned, as Seller, hereby accepts the above offer and agrees to all terms and conditions therein stated.

SELLER:

NATIONAL CITY CENTER, LLC,  
AN OHIO LIMITED LIABILITY COMPANY

WITNESS:

  
\_\_\_\_\_

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

Its: *Jeffrey D. Kelly, Vice  
Chairman & CEO*

Date: 9-20, 2008

# EXHIBIT A

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## PERMANENT RIGHT OF WAY AND USE EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT: National City Center, LLC, an Ohio Limited Liability Company, the Grantor(s) herein, in consideration of the sum of Ten Dollars (\$10.00) and other consideration, paid by Greater Cleveland Regional Transit Authority, the Grantee, receipt of which is hereby acknowledged does hereby grant, bargain, sell, convey and release to said Grantee, its successors and assigns **including but not limited to the City of Cleveland or another public agency**, forever, a permanent right of way and easement, which is more particularly described in Exhibit "A" attached hereto, over, through, upon, under, across and within the following described real estate:

PARCEL(S): 34 SH

Euclid Corridor Transportation Project / ECTP

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE  
MADE A PART HEREOF

Prior Instrument Reference: RFN #200306181064,  
Cuyahoga County Recorder's Office.

Permanent Parcel Number 101-27-033

And the said Grantor(s), for itself and its successors and assigns, hereby covenants with the said Grantee, its successors and assigns, that it is the true and lawful owner(s) of said premises, and is lawfully seized of the same in fee simple, and has good right and full power to grant, bargain, sell, convey and release the same in the manner aforesaid, and that the same are free and clear from all liens and encumbrances whatsoever, except: (a) real estate taxes and assessments not yet due and payable; (b) building and zoning ordinances; and (c) easements, restrictions, conditions and covenants of record set forth on Exhibit "B" attached hereto and made a part hereof and that Grantor(s) will warrant and defend the same against all claims of all persons whomsoever.



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All terms, conditions and covenants herein shall be binding upon the parties hereto and their respective successors and assigns. The grant of this Permanent Right of Way and Use Easement imposes no obligation on Grantee, its successors and assigns, to pay or otherwise incur any cost, expense or other obligation for or with respect to the payment of any property taxes or liens encumbering the property subject to this Permanent Right of Way and Use Easement.

EXHIBIT A

**PARCEL 34-SH  
Euclid Corridor Transportation Project/ECTP  
PERPETUAL EASEMENT FOR HIGHWAY PURPOSES  
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS  
IN THE NAME AND FOR THE USE OF**

**Greater Cleveland Regional Transit Authority**

An exclusive perpetual easement for public highway and road purposes and for any and all other purposes incidental thereto, including, but not limited to any maintenance, surveying, repairing, construction, inspecting, replacing, removing, relocating any and all improvements, whether located thereon or otherwise including and utility construction, relocation and/or utility maintenance work deemed appropriate by the Greater Cleveland Regional Transit Authority, its successors and assigns forever including the creation of such encroachments, licenses and permits permitted under and pursuant to the Codified Ordinances of the City of Cleveland.

Grantor, for himself and his heirs, executors, administrators, successors and assigns, reserves rights of ingress and egress to and from any residual area so long as the same are not inconsistent with the rights and easements granted to Grantee hereunder.

**[Surveyor's description of the premises follows]**

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Legal Description for this parcel continues on succeeding page(s)

EXHIBIT A

PID	
PARCEL	34SH
CTY-RTE-SEC	GCRTA-PROJ. 38-CO2
Version Date	December 13, 2004

**PARCEL 34-SH**  
**GCRTA-PROJ. 38-CO2**  
**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 2 Acre Lot 108, being also a part of land conveyed to National City Center, LLC, by Instrument No. 200306181064 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 9<sup>th</sup> Street at 49.50 feet left of centerline of right of way and construction of Euclid Avenue Station 114+21.26 and 49.50 feet left of centerline of right of way and construction of East 9<sup>th</sup> Street Station 50+75.73;

- 1) Thence South 79° 10' 01" West along said northerly right of way of Euclid Avenue 10.00 feet to a point 49.50 feet left of centerline of right of way and construction of Euclid Avenue Station 114+11.26 and 58.66 feet left of centerline of right of way and construction of East 9<sup>th</sup> Street Station 50+79.75;
- 2) Thence leaving said right of way North 22° 20' 08" East, 10.94 feet to a point on said westerly right of way of East 9<sup>th</sup> Street at 58.66 feet left of centerline of right of way and construction of Euclid Avenue Station 114+17.24 and 49.50 feet left of centerline of right of way and construction of East 9<sup>th</sup> Street Station 50+85.73;
- 3) Thence South 34° 29' 46" East along said right of way 10.00 feet to the point of beginning

Containing within said bounds 0.0011 acres of land in Parcel 101-27-033.

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

The stations referred to herein are from the centerlines of right of way and construction of Euclid Avenue and East 9<sup>th</sup> Street.

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

Date:

12/13/04

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



EXHIBIT "B"  
PERMITTED TITLE EXCEPTIONS

EASES

Name & Address	Commercial/Residential	Term
FN# 200306181064 recorded 6-18-03 lists unrecorded leases in the deed. Note: (See commitment for copy)		

EASEMENTS

Name & Address	Type
Vol. 14690, Page 615 New England Building, Inc. and Euclid-Ninth Community Urban Redevelopment Corporation Dated: 4-14-78	Reciprocal Easement for a connecting passageway and pedestrian ingress and egress
amended in Vol. 15408, Page 79 to include more property that is covered by the reciprocal easement. Note: (See commitment for copy)	

EFFECTS IN TITLE-IRREGULARITIES-COMMENTS (Record or Off Record)

The captioned premises are subject to Restrictions, Covenants, and Conditions contained in Deed Volume 14634, Page 143 and Deed Volume 14651, Page 679. (See commitment for copies)

# EXHIBIT A

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## TEMPORARY RIGHT OF WAY AND USE EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT: National City Center, LLC, an Ohio Limited Liability Company, the Grantor(s) herein, in consideration of the sum of Ten Dollars (\$10.00) and other consideration, receipt of which is hereby acknowledged paid by Greater Cleveland Regional Transit Authority, the Grantee herein, \*does/do\* hereby grant, bargain, sell, convey and release to said Grantee, its successors and assigns forever, a temporary easement to exclusively occupy and use for the purposes described in Exhibit "A" the following described real estate:

PARCEL(S): 34 T

Euclid Corridor Transportation Project / ECTP

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE  
MADE A PART HEREOF

Prior Instrument Reference: RFN #200306181064,  
Cuyahoga County Recorder's Office,

Cuyahoga County Permanent Parcel No. 101-27-034 and 101-27-033

To have and to hold said temporary easement, for the aforesaid purposes and for the anticipated period of time described below, unto the Grantee, its successors and assigns forever.

The duration of the temporary easement herein granted to the Grantee shall have a term of twenty-four (24) months commencing on the date that is the last to occur at (a) the date that the work described herein is first commenced by the Grantee, or its duly authorized employees, agents, and contractors, and (b) the date that use and occupancy of the property subject to this temporary easement by Grantee or its duly authorized employees, agents and contractors first occurs.

All terms, conditions and covenants contained herein shall be binding upon the parties hereto and their respective successors and assigns.

Grantee, as soon as is practicable after construction of the improvements and all subsequent entries made pursuant to the rights granted herein, shall cause restoration of the described easement area(s). Such restoration shall be strictly limited to replacement or repair of damaged sidewalk/pavement, re-seeding of damaged lawn area, and returning the surface area to its former grade as nearly as is reasonably possible, but subject to Grantee's right to grade said easement area(s) so as to be aesthetically and architecturally compatible with the completed improvement anticipated hereinabove.

Grantor hereby covenants that it is the true and lawful owner of the above-described real property and is lawfully seized of the same in fee simple and has good right and full power to grant this easement.

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 Grantee:

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

If to Grantor:

National City Center, LLC, an  
Ohio Limited Liability Company  
1900 East 9th Street  
Loc # 01-2007  
Cleveland, OH 44114  
Attn: Thomas L. Miller

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EXHIBIT A

Page 1 of 2

PID	
PARCEL	34T
CTY-RTE-SEC	GCRTA-PROJ.38-CO2
Version Date	December 9, 2004

**PARCEL 34-T**  
**GCRTA-PROJ.38-CO2**  
**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 2 Acre Lots 107 and 108, being also a part of land conveyed to National City Center, LLC., by Instrument No. 200306181064 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, 99 feet wide, at 49.50 feet left of centerline of right of way and construction of Euclid Avenue Station 114+11.26 and 58.66 feet left of centerline of right of way and construction of East 9<sup>th</sup> Street Station 50+79.75;

- 1) Thence South 79° 10' 01" West along said right of way 182.92 feet to a point 49.50 feet left of centerline of right of way and construction of Euclid Avenue Station 112+28.34;
- 2) Thence leaving said right of way North 10° 44' 36" West 10.00 feet to a point 59.50 feet left of centerline of right of way and construction of Euclid Avenue Station 112+28.35;
- 3) Thence North 79° 10' 01" East, 177.50 feet to a point 59.50 feet left of centerline of right of way and construction of Euclid Avenue Station 114+05.85 and 59.60 feet left of centerline of right of way and construction of East 9<sup>th</sup> Street Station 50+91.08;
- 4) Thence North 22° 20' 08" East, 12.07 feet to a point on the westerly right of way of East 9<sup>th</sup> Street, 99.00 feet wide, at 69.60 feet left of centerline of right of way and construction of Euclid Avenue Station 114+12.45 and 49.50 feet left of centerline of right of way and construction of East 9<sup>th</sup> Street Station 50+97.68;
- 5) Thence South 34° 29' 46" East along said right of way 11.95 feet to a point 58.66 feet left of centerline of right of way and construction of Euclid Avenue Station 114+17.24 and 49.50 feet left of centerline of right of way and construction of East 9<sup>th</sup> Street Station 50+85.73;
- 6) Thence leaving said right of way South 22° 20' 08" West, 10.94 feet to the point of beginning.

Containing within said bounds 0.0440 acres of land of which 0.0254 acres lie in Parcel 101-27-034 and 0.0186 acres lie in Parcel 101-27-033.

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

The stations referred to herein are from the centerlines of right of way and construction of Euclid Avenue and East 9<sup>th</sup> Street.

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EXHIBIT A

Page 2 of 2

PID	
PARCEL	34T
CTY-RTE-SEC	GCRTA-PROJ.38-CO2
Version Date	December 9, 2004

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

Date:

12/9/04

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





OFFER TO PURCHASE RIGHT OF WAY AND EASEMENT

Parcel(s) 69 SH, T, T1

Cleveland, Ohio, Sept 15 2005

1. The Greater Cleveland Regional Transit Authority ("GCRTA") ("Buyer") hereby offers to buy from PSC Hanna Building 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 1400-1516 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 \$7,000.00 (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:

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If to Buyer:

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

If to Seller:

PSC Hanna Building LLC, an Ohio Limited Liability Company  
1501 EUCLID AVE #200  
CLEVELAND, OH 44115  
Attn: PRESIDENT

- 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.

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 6<sup>th</sup> 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.

BUYER:

Maureen Koskimen  
Patricia A. Daul

SELLER:

PSC HANNA BUILDING LLC, AN OHIO LIMITED LIABILITY COMPANY

Art J. Falco

By: Art J. Falco

Its: President

Date: 9/15, 2005

# EXHIBIT A

## PERMANENT RIGHT OF WAY AND USE EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT: PSC Hanna Building LLC, an Ohio Limited Liability Company, the Grantor(s) herein, in consideration of the sum of Ten Dollars (\$10.00) and other consideration, paid by Greater Cleveland Regional Transit Authority, the Grantee, receipt of which is hereby acknowledged does hereby grant, bargain, sell, convey and release to said Grantee, its successors and assigns **including but not limited to the City of Cleveland or another public agency**, forever, a permanent right of way and easement, which is more particularly described in Exhibit "A" attached hereto, over, through, upon, under, across and within the following described real estate:

PARCEL(S): 69 SH

Euclid Corridor Transportation Project / ECTP

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE  
MADE A PART HEREOF

Prior Instrument Reference: RFN #199908241362,  
Cuyahoga County Recorder's Office.

Permanent Parcel Number 103-01-021

And the said Grantor(s), for itself and its successors and assigns, hereby covenants with the said Grantee, its successors and assigns, that it is the true and lawful owner(s) of said premises, and is lawfully seized of the same in fee simple, and has good right and full power to grant, bargain, sell, convey and release the same in the manner aforesaid, and that the same are free and clear from all liens and encumbrances whatsoever, except: (a) real estate taxes and assessments not yet due and payable; (b) building and zoning ordinances; and (c) easements, restrictions, conditions and covenants of record set forth on Exhibit "B" attached hereto and made a part hereof and that Grantor(s) will warrant and defend the same against all claims of all persons whomsoever.

All terms, conditions and covenants herein shall be binding upon the parties hereto and their respective successors and assigns. The grant of this Permanent Right of Way and Use Easement imposes no obligation on Grantee, its successors and assigns, to pay or otherwise incur any cost, expense or other obligation for or with respect to the payment of any property taxes or liens encumbering the property subject to this Permanent Right of Way and Use Easement.

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EXHIBIT A

PARCEL 69-SH  
Euclid Corridor Transportation Project/ECTP  
PERPETUAL EASEMENT FOR HIGHWAY PURPOSES  
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS  
IN THE NAME AND FOR THE USE OF

Greater Cleveland Regional Transit Authority

An exclusive perpetual easement for public highway and road purposes and for any and all other purposes incidental thereto, including, but not limited to any maintenance, surveying, repairing, construction, inspecting, replacing, removing, relocating any and all improvements, whether located thereon or otherwise including and utility construction, relocation and/or utility maintenance work deemed appropriate by the Greater Cleveland Regional Transit Authority, its successors and assigns forever including the creation of such encroachments, licenses and permits permitted under and pursuant to the Codified Ordinances of the City of Cleveland.

Grantor, for himself and his heirs, executors, administrators, successors and assigns, reserves rights of ingress and egress to and from any residual area so long as the same are not inconsistent with the rights and easements granted to Grantee hereunder.

[Surveyor's description of the premises follows]

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Legal Description for this parcel continues on succeeding page(s)

EXHIBIT A

PID	
PARCEL	69SH
CTY-RTE-SEC	GCRТА-PROJ. 38-CO2
Version Date	December 14, 2004

**PARCEL 69-SH  
GCRТА-PROJ. 38-CO2  
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 Sublot 20 in Block 4 of Seymour and Baldwin's Allotment as shown by the recorded plat in Volume "U", Page 616 of the Cuyahoga County Plat Records, also being a part of the lands conveyed to PSC HANNA BUILDING LLC by Instrument No. 199908241362 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 14<sup>th</sup> Street at 49.50 feet right of centerline of right of way and construction of Euclid Avenue Station 129+17.68 and 33.00 feet right of centerline of right of way of East 14<sup>th</sup> Street Station 49+29.94;

- 1) Thence North 81° 02' 22" East along the southerly right of way of Euclid Avenue, 13.11 feet to a point 49.50 feet right of centerline of right of way and construction of Euclid Avenue Station 129+30.79 and 44.81 feet right of centerline of right of way of East 14<sup>th</sup> Street Station 49+24.24;
- 2) Thence leaving said right of way, South 22° 57' 09" West, 13.97 feet to a point on the easterly right of way of East 14<sup>th</sup> Street at 61.36 feet right of centerline of right of way and construction of Euclid Avenue Station 129+23.41 and 33.00 feet right of centerline of right of way of East 14<sup>th</sup> Street Station 49+16.77;
- 3) Thence North 34° 43' 04" West along said right of way, 13.17 feet to the point of beginning.

Containing within said bounds 0.0018 acres of land in Parcel 103-01-021.

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 of East 14<sup>th</sup> Street.

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

Date:

12/14/04

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





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ORTA / ECTP / CO2  
3C Hanna Building LLC / 69 SH, T, T1

**EXHIBIT "B"**  
**PERMITTED TITLE EXCEPTIONS**

EASEMENTS

Name & Address	Type
Pl. 11696, Page 91 Erie Parking & Operating Company of Cleveland Hanna Building Corporation and The Manufacturers Life Insurance Company Recorded: 6-1-65 Note: (See commitment for copy)	Easement for Ingress and Egress

EASES

Name & Address
Pl. 95-02249, Page 49 Grantor: The T. W. Grogan Company Grantee: Divine Mercy Communications, LTD. Description: premises located in the Hanna Building Recorded: 3-30-95
FN# 200411120254- (Affidavit of facts) Grantor: Divine Mercy Communications Ltd., an Ohio limited liability company Grantee: ABC, Inc., a New York corporation Recorded: 8-19-98  Note: See Commitment for copy of Affidavit of Facts Relating to Title.
FN# 200411120256 Grantor: PSC Hanna Building, LLC Grantee: Playhouse Square Foundation Recorded: 11-12-2004

DEFECTS IN TITLE-IRREGULARITIES-COMMENTS (Record or Off Record)

The captioned property is subject to Restrictions, Covenants, and Conditions contained in RFN# 199908241362 recorded 8-24-99. (See commitment for copy)

The captioned property is subject to City of Cleveland Ordinance Nos. 49966, 49967, and 2005-55. (For further conditions see record)

# EXHIBIT A

## TEMPORARY RIGHT OF WAY AND USE EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT: PSC Hanna Building LLC, an Ohio Limited Liability Company, the Grantor(s) herein, in consideration of the sum of Ten Dollars (\$10.00) and other consideration, receipt of which is hereby acknowledged paid by Greater Cleveland Regional Transit Authority, the Grantee herein, does hereby grant, bargain, sell, convey and release to said Grantee, its successors and assigns forever, a temporary easement to exclusively occupy and use for the purposes described in Exhibit "A" the following described real estate:

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PARCEL(S): 69 T, T1

Euclid Corridor Transportation Project / ECTP

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE  
MADE A PART HEREOF

Prior Instrument Reference: RFN #199908241362,  
Cuyahoga County Recorder's Office,

Cuyahoga County Permanent Parcel No. 103-01-021 and 103-010-023

To have and to hold said temporary easement, for the aforesaid purposes and for the anticipated period of time described below, unto the Grantee, its successors and assigns forever.

The duration of the temporary easement herein granted to the Grantee shall have a term of twenty-four (24) months commencing on the date that is the last to occur at (a) the date that the work described herein is first commenced by the Grantee, or its duly authorized employees, agents, and contractors, and (b) the date that use and occupancy of the property subject to this temporary easement by Grantee or its duly authorized employees, agents and contractors first occurs.

All terms, conditions and covenants contained herein shall be binding upon the parties hereto and their respective successors and assigns.

Grantee, as soon as is practicable after construction of the improvements and all subsequent entries made pursuant to the rights granted herein, shall cause restoration of the described easement area(s). Such restoration shall be strictly limited to replacement or repair of damaged sidewalk/pavement, re-seeding of damaged lawn area, and returning the surface area to its former grade as nearly as is reasonably possible, but subject to Grantee's right to grade said easement area(s) so as to be aesthetically and architecturally compatible with the completed improvement anticipated hereinabove.

Grantor hereby covenants that it is the true and lawful owner of the above-described real property and is lawfully seized of the same in fee simple and has good right and full power to grant this easement.

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 Grantee:

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

If to Grantor:

PSC Hanna Building LLC, an Ohio Limited Liability Company  
1501 Euclid Avenue #200  
Cleveland, Ohio 44115  
Attn: President

EXHIBIT A

PID	69T
PARCEL	69T
CTY-RTE-SEC	GCRTA-PROJ.38-CO2
Version Date	December 14, 2004

**PARCEL 69-T**  
**GCRTA-PROJ.38-CO2**  
**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 20 in Block 4 of Seymour and Baldwin's Allotment as shown by the recorded plat in Volume "U", Page 616 of the Cuyahoga County Plat Records, also being a part of the lands conveyed to PSC HANNA BUILDING LLC by Instrument No. 199908241362 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 existing right of way of Euclid Avenue at 49.50 feet right of centerline of right of way and construction of Euclid Avenue Station 129+30.79 and 44.81 feet right of centerline of right of way of East 14<sup>th</sup> Street Station 49+24.24;

- 1) Thence North 81° 02' 22" East along the existing southerly right of way of Euclid Avenue, 8.43 feet to a point at 49.50 feet right of centerline of right of way and construction of Euclid Avenue Station 129+39.22 and 52.40 feet right of centerline of right of way of East 14<sup>th</sup> Street Station 49+20.58;
- 2) Thence leaving said right of way, South 22° 40' 31" West, 23.03 feet to a point on the easterly right of way of East 14<sup>th</sup> Street at 69.11 feet right of centerline of right of way and construction of Euclid Avenue Station 129+27.14; and 33.00 feet right of centerline of right of way of East 14<sup>th</sup> Street Station 49+08.17;
- 3) Thence North 34° 43' 04" West along said right of way, 8.60 feet to a point 61.36 feet right of centerline of right of way and construction of Euclid Avenue Station 129+23.41 and 33.00 feet right of centerline of right of way of East 14<sup>th</sup> Street Station 49+16.77;
- 4) Thence leaving said right of way, North 22° 57' 09" East, 13.97 feet to the point of beginning.

Containing within said bounds 0.0031 acres of land in Parcel 103-01-021.

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 of East 14<sup>th</sup> Street.

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

Date: 12/14/04

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



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EXHIBIT A

Page 1 of 1

	PID	
	PARCEL	69T1
	CTY-RTE-SEC	GCRTA-PROJ.38-CO2
	Version Date	December 13, 2004.

**PARCEL 69-T1**  
**GCRTA-PROJ.38-CO2**  
**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 17 in Block 4 of Seymour and Baldwin's Allotment as shown by the recorded plat in Volume "U", Page 616 of the Cuyahoga County Plat Records, also being a part of the lands conveyed to PSC HANNA BUILDING LLC by Instrument No. 199908241362 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 northeast corner of the grantor and on the southerly existing right of way of Euclid Avenue at 49.50 feet right of centerline of right of way and construction of Euclid Avenue Station 131+71.02;

- 1) Thence leaving said right of way, South 08° 52' 11" East along the westerly line of lands conveyed to Foundation Properties, Inc. as recorded in Instrument No. 199908241374 on file in the Cuyahoga County Recorder's Office, 5.82 feet to a point at 55.32 feet right of centerline of right of way and construction of Euclid Avenue Station 131+71.01;
- 2) Thence leaving said line, South 81° 02' 11" West, 5.50 feet to a point at 55.32 feet right of centerline of right of way and construction of Euclid Avenue Station 131+65.51;
- 3) Thence North 08° 33' 02" West, 5.82 feet to a point on the existing southerly right of way of Euclid Avenue at 49.50 feet right of centerline of right of way and construction of Euclid Avenue Station 131+65.55;
- 4) Thence North 81° 02' 22" East along said right of way, 5.47 feet to the point of beginning.

Containing within said bounds 0.0007 acres of land in Parcel 103-01-023.

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.

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

Date:

12/13/04

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

