

RESOLUTION NO. 2005-185

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 THESE PARCELS ACQUIRED, FOR A TOTAL PURCHASE PRICE OF \$81,250.00 (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-02 on a portion of this site and therefore must acquire permanent and temporary easements from parcels: A.) Parcel 11 located at 200 Public Square and B.) Parcel 14 located at 55 Public Square; and

WHEREAS: A.) Cleveland Financial Associates, LLC is the owner of Parcel 11 (BP Building) and B.) 55 Public Square LLC is the owner of Parcel 14 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.) Cleveland Financial Associates, LLC (BP) in the amount of \$26,250.00 and B.) 55 Public Square, LLC in the amount of \$55,000.00.

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 \$81,250.00 is based upon the fair market value of these properties 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 \$50,781.25 and Capital Grant OH-90-X484-01 in the amount of \$30,468.75 for a total amount of \$81,250.00 (\$65,000 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: Maps and legal descriptions (Attachment A and B)  
Property Interest spreadsheet (Attachment C)

Adopted: December 20, 2005



\_\_\_\_\_  
President

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

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|--------------|-------------------|
| PID          |                   |
| PARCEL       | 11T               |
| CTY-RTE-SEC  | GCRTA-PROJ.38-CO2 |
| Version Date | December 10, 2004 |

**PARCEL 11-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 the Tower Parcel in the Map of Consolidation and Partition for the Standard Oil Company as shown on the plat recorded in Volume 244, Page 14 of the Cuyahoga County Plat Records, being also a part of land conveyed to ZML – Cleveland Public Square, LLC, by Volume 96-08742, Page 38, now known as EOP-BP TOWER, LLC by Volume 98-00470, Page 10 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 Public Square South Roadway, 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 Public Square at 56.84 feet left of centerline of right of way and construction of Public Square South Roadway Station 99+93.78 and 34.94 feet right of centerline of right of way and construction of Public Square East Roadway Station 60+56.95;

- 1) Thence North 34° 26' 38" West along said easterly right of way of Public Square 18.99 feet to a point 75.82 feet left of centerline of right of way and construction of Public Square South Roadway Station 99+93.84 and 34.94 feet right of centerline of right of way and construction of Public Square East Roadway Station 60+75.93;
- 2) Thence leaving said right of way North 55° 32' 45" East, 8.94 feet to a point 43.88 feet right of centerline of right of way and construction of Public Square East Roadway Station 60+75.93;
- 3) Thence South 10° 40' 53" East, 20.98 feet to a point on the northerly right of way line of Euclid Avenue at 35.42 feet right of centerline of right of way and construction of Public Square East Roadway Station 60+56.73 and 56.62 feet left of centerline of right of way and construction of Public Square South Roadway Station 99+94.27;
- 4) Thence South 79° 10' 01" West, 0.53 feet to the point of beginning.

Containing within said bounds 0.0021 acre of land in Parcels 101-26-001 through 005 and 101-26-007, 101-26-020 through 101-26-026.

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 Public Square East Roadway and Public Square South Roadway.

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

Date:

12/10/04

Mark A. Yeager, P.S. 7289



|              |                   |
|--------------|-------------------|
| PID          |                   |
| PARCEL       | 11T1              |
| CTY-RTE-SEC  | GCRTA-PROJ.38-CO2 |
| Version Date | December 9, 2004  |

**PARCEL 11-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, and State of Ohio and being known as a part of Original 2 Acre Lots 88 and 89, also being a part of the lands conveyed to ZML – Cleveland Public Square, LLC by Volume 8742, Page 38, now known as EOP-BP TOWER, LLC by Volume 98-00470, page 10 on file in the Cuyahoga County Recorder's Office and being a parcel of land lying on the left side of the centerline of right of way and construction of Euclid Avenue, bounded and described as follows;

**Beginning** at a point on the northerly right of way of Euclid Avenue at 49.50 feet left of centerline of right of way and construction of Euclid Avenue Station 102+25.49;

- 1) Thence North 10° 11' 33" West, 10.00 feet to a point at 59.50 feet left of centerline of right of way and construction of Euclid Avenue Station 102+25.60;
- 2) Thence North 79° 10' 01" East, 61.70 feet to a point at 59.50 feet left of centerline of right of way and construction of Euclid Avenue Station 102+87.30;
- 3) Thence South 10° 54' 54" East, 8.63 feet to a point at 50.87 feet left of centerline of right of way and construction of Euclid Avenue Station 102+87.32;
- 4) Thence North 79° 37' 55" East, 17.66 feet to a point at 50.73 feet left of centerline of right of way and construction of Euclid Avenue Station 103+04.98;
- 5) Thence South 11° 40' 26" East, 1.23 feet to a point on the existing northerly right of way of Euclid Avenue at 49.50 feet left of centerline of right of way and construction of Euclid Avenue Station 103+05.00;
- 6) Thence South 79° 10' 01" West along said right of way, 79.51 feet to the point of beginning.

Containing within said bounds 0.0147 acres of land in Parcels 101-26-001 through 101-26-005 and 101-26-007, 101-26-020 through 101-26-026.

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

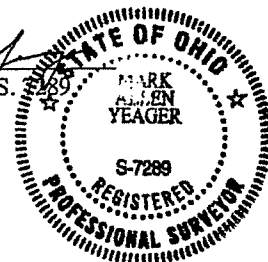
The stations referred to herein are from the centerline of right of way and construction of Euclid Avenue.

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

Date:

12/9/04

*Mark A. Yeager*  
Mark A. Yeager, P.S.



|              |                   |
|--------------|-------------------|
| PID          |                   |
| PARCEL       | 11T2              |
| CTY-RTE-SEC  | GCRТА-PROJ.38-CO2 |
| Version Date | December 13, 2004 |

**PARCEL 11-T2  
GCRТА-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 90 and 91, also being a part of the lands conveyed to ZML – Cleveland Public Square, LLC by Volume 8742, Page 38 now known as EOP-BP TOWER, LLC by Volume 98-0470, Page 10 on file in the Cuyahoga County Recorder’s Office and being a parcel of land lying on the left side of the centerline of right of way and construction of Euclid Avenue, bounded and described as follows;

Beginning at a point on the northerly right of way of Euclid Avenue at 49.50 feet left of centerline of right of way and construction of Euclid Avenue Station 104+40.41;

- 1) Thence North 10° 03’ 58” West, 6.24 feet to a point at 55.74 feet left of centerline of right of way and construction of Euclid Avenue Station 104+40.49;
- 2) Thence North 82° 23’ 46” East, 18.91 feet to a point at 54.68 feet left of centerline of right of way and construction of Euclid Avenue Station 104+59.37;
- 3) Thence South 10° 43’ 01” East, 5.18 feet to a point on the existing northerly right of way of Euclid Avenue at 49.50 feet left of centerline of right of way and construction of Euclid Avenue Station 104+59.35;
- 4) Thence South 79° 10’ 01” West along said right of way, 18.95 feet to the point of beginning.

Containing within said bounds 0.0025 acres of land in Parcels 101-26-001 through 101-26-005, 101-26-007 and 101-26-020 through 101-26-026.

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





**PARCEL 14-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 Lot 59, being also a part of land conveyed to 55 Public Square, LLC by Instrument No. 199908041003 on file in the Cuyahoga County Recorder's Office and being a parcel of land lying on the left side of the centerline of right of way of Frankfort Avenue, bounded and described as follows;

**Beginning** at a point on the westerly right of way of West 2<sup>nd</sup> Street at 60.14 feet left of centerline of right of way of Frankfort Avenue Station 70+24.17;

- 1) Thence South 34° 26' 41" East along said westerly right of way, 30.14 feet to the northerly right of way of Frankfort Avenue at 30.00 feet left of centerline of right of way of Frankfort Avenue Station 70+24.15;
- 2) Thence South 55° 31' 41" West along said right of way, 34.81 feet to a point 30.00 feet left of centerline of right of way of Frankfort Avenue Station 60+89.34;
- 3) Thence leaving said right of way, South 70° 00' 48" West, 11.61 feet to a point 32.90 feet left of centerline of right of way of Frankfort Avenue Station 60+78.10;
- 4) Thence South 55° 26' 10" West, 18.00 feet to a point 32.88 feet left of centerline of right of way of Frankfort Avenue Station 60+60.10;
- 5) Thence South 34° 33' 50" East, 2.88 feet to a point on the northerly right of way of Frankfort Avenue at 30.00 feet left of centerline of right of way of Frankfort Avenue Station 60+60.10;
- 6) Thence South 55° 31' 41" West along said right of way, 10.00 feet to a point 30.00 feet left of centerline of right of way of Frankfort Avenue Station 60+50.10;
- 7) Thence leaving said right of way, North 34° 33' 50" West, 12.86 feet to a point 42.86 feet left of centerline of right of way of Frankfort Avenue Station 60+50.08;
- 8) Thence North 55° 26' 10" East, 64.08 feet to a point 42.96 feet left of centerline of right of way of Frankfort Avenue Station 70+14.16;
- 9) Thence North 34° 26' 41" West, 17.18 feet to a point 60.14 feet left of centerline of right of way of Frankfort Avenue Station 70+14.17;
- 10) Thence North 55° 31' 41" East, 10.00 feet to the point of beginning.

Containing within said bounds 0.0243 acres of land in Parcel 101-07-007.

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

The stations referred to herein are from the centerline of right of way of Frankfort Avenue.

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| PID          |                   |
| PARCEL       | 14T               |
| 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





PID  
 PARCEL 14SH  
 CTY-RTE-SEC GCRTA-PROJ. 38-CO2  
 Version Date December 9, 2004

**PARCEL 14-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 59, being also a part of land conveyed to 55 Public Square LLC by Instrument No. 199908041003 on file in the Cuyahoga County Recorder's Office and being a parcel of land lying on the left side of the centerline of right of way of Frankfort Avenue, bounded and described as follows;

**Commencing** at the intersection of the westerly right of way of West 2<sup>nd</sup> Street and the northerly right of way of Frankfort Avenue at 30.00 feet left of centerline of right of way of Frankfort Avenue Station 70+24.15;

Thence South 55° 31' 41" West along the northerly right of way of Frankfort Avenue, 34.81 feet to the **True Point of Beginning** for the parcel herein described at 30.00 feet left of centerline of right of way of Frankfort Avenue Station 60+89.34;

- 1) Thence continuing along said right of way, South 55° 31' 41" West, 29.24 feet to a point 30.00 feet left of centerline of right of way of Frankfort Avenue Station 60+60.10;
- 2) Thence leaving said right of way, North 34° 33' 50" West, 2.88 feet to a point 32.88 feet left of centerline of right of way of Frankfort Avenue Station 60+60.10;
- 3) Thence North 55° 26' 10" East, 18.00 feet to a point 32.90 feet left of centerline of right of way of Frankfort Avenue Station 60+78.10;
- 4) Thence North 70° 00' 48" East, 11.61 feet to the point of beginning.

Containing within said bounds 0.0015 acres of land in Parcel 101-07-007.

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

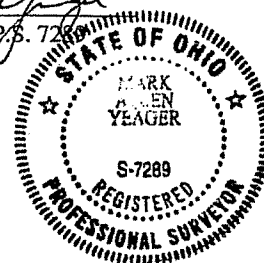
The stations referred to herein are from the centerline of right of way of Frankfort Avenue.

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





| ROW Parcel Number | County Auditor's Permanent Parcel Number                           | ECTP Bid Package | Owner                               | Acquisition Action | Fee Simple Easement Gross Take (Acres) | Permanent Easement Gross Take (Acres) | Temporary Easement Gross Take (Acres) |
|-------------------|--|------------------|-------------------------------------|--------------------|--|---------------------------------------|---------------------------------------|
| 14SH              | 101-07-007   | C03              | 55 Public Square LLC                | Permanent Easement | 0.0000                                 | 0.0015                                | 0.0000                                |
| 14T               | 101-07-007   | C02              | 55 Public Square LLC                | Temporary Easement | 0.0000                                 | 0.0000                                | 0.0243                                |
| 11T2              | 101-26-001 Thru 101-26-005, 101-26-007, 101-26-020 Thru 101-26-026 | C02              | Cleveland Financial Associates, LLC | Temporary Easement | 0.0000                                 | 0.0000                                | 0.0025                                |
| 11T1              | 101-26-001 Thru 101-26-005, 101-26-007, 101-26-020 Thru 101-26-026 | C02              | Cleveland Financial Associates, LLC | Temporary Easement | 0.0000                                 | 0.0000                                | 0.0147                                |



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

|  |  |
|--|--|
| <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 THESE PARCELS ACQUIRED, FOR A TOTAL PURCHASE PRICE OF \$81,250.00 (RTA DEVELOPMENT FUND, EUCLID CORRIDOR TRANSPORTATION PROJECT DEPARTMENT BUDGET)</p> | <p>Resolution No.:<br/>2005-185</p>                              |
|  | <p>Date:<br/>December 15, 2005</p>                               |
|  | <p>Initiator:<br/>Euclid Corridor<br/>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 second 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, and temporary easements with a value in excess of \$25,000.00. 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 \$50,781.25, line item 13.75.91 and Capital Grant OH-90-X484-01 in the amount of \$30,468.75, line item 13.75.91 for a total amount of \$81,250.00 (\$65,000 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 these properties 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 December 6, 2005 meeting. Staff recommends that the Board of Trustees approve the resolution to authorize the purchase of this property.
- 9.0 ATTACHMENTS: Resolution Authorizing Purchase of Parcel 11 (Attachment A); Purchase Agreement for Parcel 14 (Attachment 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

R-14

CERTIFIED RESOLUTIONS OF

CLEVELAND FINANCIAL ASSOCIATES, LLC, A VIRGINIA LIMITED LIABILITY COMPANY,  
ECTP / C02 / Parcel 11 T1, T2

The undersigned, being the sole manager ("Manager") of Cleveland Financial Associates, LLC, a Virginia Limited Liability Company, (the "Company"), hereby certifies that on the 10<sup>th</sup> day of November, 2005, the resolutions set forth below were duly adopted by the Manager of the Company; that such Manager is duly authorized and empowered to adopt such resolutions, that the same are in full force and effect and have not been revoked or modified and that such resolutions were duly adopted by the unanimous written consent of the managers of the Manager of the Company in accordance with the governing documents of said Manager and Company and the provisions of the applicable law with respect thereto.

WHEREAS, in connection with the development, construction, use and/or operation of the Euclid Corridor Transportation Project, the Greater Cleveland Regional Transit Authority ("GCRTA") desires to obtain a temporary use of a certain parcel or parcels of real property and/or interests therein owned by this Company and more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Property Interests");

WHEREAS, the GCRTA has offered the sum of \$26,250.00 as consideration to the Company for the temporary use of the Property Interests;

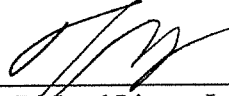
WHEREAS, the Company desires to accept such offer and hereby authorizes T. Richard Litton, Jr., Vice President of the Manager, or Jordan E. Slone, a manager of the Manager (either one of whom may act alone), on behalf of the Manager and the Company, to take all action, do all things and enter into all documents and instruments necessary or desirable with respect to the acceptance of the above offer and the consummation of the transaction contemplated thereby.

NOW THEREFORE BE IT RESOLVED, that the Company accepts the offer of the GCRTA with respect to the Property Interests as described above in consideration of the sum of \$26,250.00 as set forth above; and

BE IT FURTHER RESOLVED, that T. Richard Litton, Jr., Vice President of the Manager, or Jordan E. Slone, a manager of the Manager (either one of whom may act alone), on behalf of the Manager and the Company be, and he is hereby authorized and directed to take all action and do all things necessary or desirable on behalf of the Company to implement and carryout the above resolution and consummate the transaction contemplated thereby and to enter into, execute and deliver all documents and instruments on behalf of this Company with respect to the foregoing including, but not limited to, all necessary agreements, licenses and certificates.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 10<sup>th</sup> day of November, 2005.

CLEVELAND MANAGING CO., LLC  
A Delaware limited liability company

  
\_\_\_\_\_  
T. Richard Litton, Jr.  
Vice President

R-15

|              |                  |
|--------------|------------------|
| PID          |                  |
| PARCEL       | 11T1             |
| CTY-RTE-SEC  | GCRTA-PROJ38-CO2 |
| Version Date | October 19, 2005 |

**PARCEL 11-T1  
GCRTA-PROJ38-CO2  
TEMPORARY AGREEMENT FOR THE PURPOSE OF  
PERFORMING THE WORK NECESSARY FOR  
ROADWAY CONSTRUCTION  
FOR APPROXIMATELY 24 MONTHS FROM 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 88 and 89, also being a part of the lands conveyed to Cleveland Financial Associates, LLC by Instrument No. 200506271327 on file in the Cuyahoga County Recorder's Office and being a parcel of land lying on the left side of the centerline of right of way and construction of Euclid Avenue, bounded and described as follows;

**Beginning** at a point on the northerly right of way of Euclid Avenue at 49.50 feet left of centerline of right of way and construction of Euclid Avenue Station 102+25.49;

- 1) Thence North 10° 11' 33" West, 10.00 feet to a point at 59.50 feet left of centerline of right of way and construction of Euclid Avenue Station 102+25.60;
- 2) Thence North 79° 10' 01" East, 61.70 feet to a point at 59.50 feet left of centerline of right of way and construction of Euclid Avenue Station 102+87.30;
- 3) Thence South 10° 54' 54" East, 8.63 feet to a point at 50.87 feet left of centerline of right of way and construction of Euclid Avenue Station 102+87.32;
- 4) Thence North 79° 37' 55" East, 17.66 feet to a point at 50.73 feet left of centerline of right of way and construction of Euclid Avenue Station 103+04.98;
- 5) Thence South 11° 40' 26" East, 1.23 feet to a point on the existing northerly right of way of Euclid Avenue at 49.50 feet left of centerline of right of way and construction of Euclid Avenue Station 103+05.00;
- 6) Thence South 79° 10' 01" West along said right of way, 79.51 feet to the point of beginning.

Containing within said bounds 0.0147 acres of land in Parcels 101-26-001 through 101-26-005 and 101-26-007, 101-26-020 through 101-26-026.

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: 10/19/05

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



R-16

|              |                   |
|--------------|-------------------|
| PID          |                   |
| PARCEL       | 11T2              |
| CTY-RTE-SEC  | GCRTA-PROJ.38-CO2 |
| Version Date | October 19, 2005  |

**PARCEL 11-T2**  
**GCRTA-PROJ.38-CO2**  
**TEMPORARY AGREEMENT FOR THE PURPOSE OF**  
**PERFORMING THE WORK NECESSARY FOR**  
**ROADWAY CONSTRUCTION**  
**FOR APPROXIMATELY 24 MONTHS FROM 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 90 and 91, also being a part of the lands conveyed to Cleveland Financial Associates, LLC by Instrument No. 200506271327 on file in the Cuyahoga County Recorder's Office and being a parcel of land lying on the left side of the centerline of right of way and construction of Euclid Avenue, bounded and described as follows;

**Beginning** at a point on the northerly right of way of Euclid Avenue at 49.50 feet left of centerline of right of way and construction of Euclid Avenue Station 104+40.41;

- 1) Thence North 10° 03' 58" West, 6.24 feet to a point at 55.74 feet left of centerline of right of way and construction of Euclid Avenue Station 104+40.49;
- 2) Thence North 82° 23' 46" East, 18.91 feet to a point at 54.68 feet left of centerline of right of way and construction of Euclid Avenue Station 104+59.37;
- 3) Thence South 10° 43' 01" East, 5.18 feet to a point on the existing northerly right of way of Euclid Avenue at 49.50 feet left of centerline of right of way and construction of Euclid Avenue Station 104+59.35;
- 4) Thence South 79° 10' 01" West along said right of way, 18.95 feet to the point of beginning.

Containing within said bounds 0.0025 acres of land in Parcels 101-26-001 through 101-26-005, 101-26-007 and 101-26-020 through 101-26-026.

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:

10/19/05

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





R-17

OFFER TO PURCHASE RIGHT OF WAY AND EASEMENT  
Parcel(s) 14 SH, T

Cleveland, Ohio, NOV 22 2005

1. The Greater Cleveland Regional Transit Authority ("GCRTA") ("Buyer") hereby offers to buy from 55 Public Square LLC, a Delaware Limited Liability Company ("Seller") the easement and easement rights over, under, on, across and through that certain real property owned by Seller located at 55 Public Square, 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 \$55,000.00 (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 and the ability of the Title Company to furnish the Title Policy with the standard title exceptions deleted, 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 Closing Date 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 Delaware, and 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) To Seller's actual knowledge and except in connection with the transaction contemplated herein, there is no litigation, proceeding or action pending or threatened against or relating to Seller or the real property subject to the Easement;

(e) Except as set forth on **Exhibit "B"**, there are no easements, conditions, leases, encumbrances, liens, restrictions or other agreements affecting the real property subject to the Easement;

9. Buyer represents and warrants to Seller as follows:

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

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

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

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

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

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

If to Buyer:

Greater Cleveland Regional Transit Authority  
1240 West 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:

55 Public Square LLC, a Delaware Limited Liability Company  
45 WILLET COMMUNIT LLC  
35 PURCHASE ST.  
RYE, NY 10580  
Attn: BRUCE BESWICK

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

**BUYER:**

**GREATER CLEVELAND REGIONAL  
TRANSIT AUTHORITY**  
1240 West 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\_\_

R20

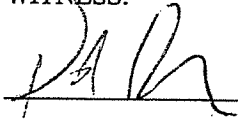
The undersigned, as Seller, hereby accepts the above offer and agrees to all terms and conditions therein stated.

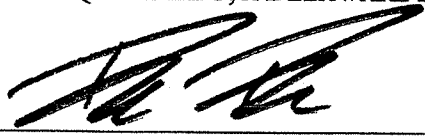
SELLER:

55 PUBLIC SQUARE LLC, A DELAWARE LIMITED LIABILITY

COMPANY

WITNESS:

  
\_\_\_\_\_



By: BRUCE BESUNIC

Its: MAN. MEMBER

Date: 11/22/03 .200

R-21

**PERMANENT RIGHT OF WAY AND USE EASEMENT**

KNOW ALL MEN BY THESE PRESENTS THAT: 55 Public Square LLC, a Delaware 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): 14 SH

Euclid Corridor Transportation Project / ECTP

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

Prior Instrument Reference: RFN #200411171636,  
Cuyahoga County Recorder's Office.

Permanent Parcel Number 101-07-007

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.

**PARCEL 14-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]**



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

R-24

|              |                    |
|--------------|--------------------|
| PID          |                    |
| PARCEL       | 14SH               |
| CTY-RTE-SEC  | GCRTA-PROJ. 38-CO2 |
| Version Date | December 9, 2004   |

**PARCEL 14-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 59, being also a part of land conveyed to 55 Public Square LLC by Instrument No. 199908041003 on file in the Cuyahoga County Recorder's Office and being a parcel of land lying on the left side of the centerline of right of way of Frankfort Avenue, bounded and described as follows;

**Commencing** at the intersection of the westerly right of way of West 2<sup>nd</sup> Street and the northerly right of way of Frankfort Avenue at 30.00 feet left of centerline of right of way of Frankfort Avenue Station 70+24.15;

Thence South 55° 31' 41" West along the northerly right of way of Frankfort Avenue, 34.81 feet to the **True Point of Beginning** for the parcel herein described at 30.00 feet left of centerline of right of way of Frankfort Avenue Station 60+89.34;

- 1) Thence continuing along said right of way, South 55° 31' 41" West, 29.24 feet to a point 30.00 feet left of centerline of right of way of Frankfort Avenue Station 60+60.10;
- 2) Thence leaving said right of way, North 34° 33' 50" West, 2.88 feet to a point 32.88 feet left of centerline of right of way of Frankfort Avenue Station 60+60.10;
- 3) Thence North 55° 26' 10" East, 18.00 feet to a point 32.90 feet left of centerline of right of way of Frankfort Avenue Station 60+78.10;
- 4) Thence North 70° 00' 48" East, 11.61 feet to the point of beginning.

Containing within said bounds 0.0015 acres of land in Parcel 101-07-007.

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

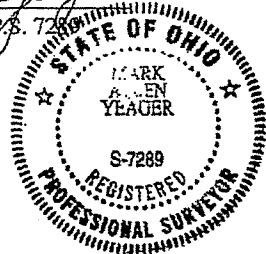
The stations referred to herein are from the centerline of right of way of Frankfort Avenue.

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





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CRTA / ECTP / CO2  
5 Public LLC / 14 SH, T

PERMITTED TITLE EXCEPTIONS

EASEMENTS

| Name & Address  | Type  |
|---|---|
| Pl. 8490, Page 385<br>Cleveland Electric Illuminating Company and<br>Public Square<br>asc.: Part of Original 2 Acre lots 58 and 59, metes and bounds<br>dated: 1-26-56                  | Easement and right of way<br>to establish a common<br>driveway and passageway |
| Pl. 8617, Page 450<br>Public Square, Inc. and<br>Cleveland Electric Illuminating Company<br>The City of Cleveland, Ohio, a municipal corporation<br>dated: 3-29-56                      | Easement to maintain a 9"<br>existing drainage sewer                          |
| LN# 200308290199<br>Public Square and<br>City of Cleveland, Ohio<br>asc.: Part of Original 2 Acre lots 58 and 59, metes and bounds<br>dated: 8-28-03<br>note: (See commitment for copy) | Reciprocal Easement<br>Agreement for pedestrian<br>walkway, etc.              |

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

The captioned property is subject to Reservations, Covenants, and Conditions contained in deed Vol. 9085, Page 430. (See commitment for copy)

Note captioned premises is subject to the right of the public utilities and others in and to that portion of the premises described in Schedule A, that lies within the bounds of Broome Court, vacated by Plat Vol. 1036, Page 48.

EXHIBIT A

**TEMPORARY RIGHT OF WAY AND USE EASEMENT**

KNOW ALL MEN BY THESE PRESENTS THAT: 55 Public Square LLC, a Delaware 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:

PARCEL(S): 14 T

Euclid Corridor Transportation Project / ECTP

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

Prior Instrument Reference: RFN #200411171636,  
Cuyahoga County Recorder's Office,

Cuyahoga County Permanent Parcel No. 101-07-007

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 the work described herein is first commenced by the Grantee, or its duly authorized employees, agents, and contractors.

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.

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:

55 Public Square LLC, a Delaware Limited Liability Company  
90 WILLET COMPANIES LLL  
35 PURCHASE ST.  
RYE NY 10580  
Attn: BRUCE BESWICK

EXHIBIT A

|              |                   |
|--------------|-------------------|
| PID          | 14T               |
| PARCEL       | GCRTA-PROJ.38-CO2 |
| CTY-RTE-SEC  | December 9, 2004  |
| Version Date |                   |

**PARCEL 14-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 Lot 59, being also a part of land conveyed to 55 Public Square, LLC by Instrument No. 199908041003 on file in the Cuyahoga County Recorder's Office and being a parcel of land lying on the left side of the centerline of right of way of Frankfort Avenue, bounded and described as follows;

**Beginning** at a point on the westerly right of way of West 2<sup>nd</sup> Street at 60.14 feet left of centerline of right of way of Frankfort Avenue Station 70+24.17;

- 1) Thence South 34° 26' 41" East along said westerly right of way, 30.14 feet to the northerly right of way of Frankfort Avenue at 30.00 feet left of centerline of right of way of Frankfort Avenue Station 70+24.15;
- 2) Thence South 55° 31' 41" West along said right of way, 34.81 feet to a point 30.00 feet left of centerline of right of way of Frankfort Avenue Station 60+89.34;
- 3) Thence leaving said right of way, South 70° 00' 48" West, 11.61 feet to a point 32.90 feet left of centerline of right of way of Frankfort Avenue Station 60+78.10;
- 4) Thence South 55° 26' 10" West, 18.00 feet to a point 32.88 feet left of centerline of right of way of Frankfort Avenue Station 60+60.10;
- 5) Thence South 34° 33' 50" East, 2.88 feet to a point on the northerly right of way of Frankfort Avenue at 30.00 feet left of centerline of right of way of Frankfort Avenue Station 60+60.10;
- 6) Thence South 55° 31' 41" West along said right of way, 10.00 feet to a point 30.00 feet left of centerline of right of way of Frankfort Avenue Station 60+50.10;
- 7) Thence leaving said right of way, North 34° 33' 50" West, 12.86 feet to a point 42.86 feet left of centerline of right of way of Frankfort Avenue Station 60+50.08;
- 8) Thence North 55° 26' 10" East, 64.08 feet to a point 42.96 feet left of centerline of right of way of Frankfort Avenue Station 70+14.16;
- 9) Thence North 34° 26' 41" West, 17.18 feet to a point 60.14 feet left of centerline of right of way of Frankfort Avenue Station 70+14.17;
- 10) Thence North 55° 31' 41" East, 10.00 feet to the point of beginning.

Containing within said bounds 0.0243 acres of land in Parcel 101-07-007.

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

The stations referred to herein are from the centerline of right of way of Frankfort Avenue.

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EXHIBIT A

Page 2 of 2

|              |                   |
|--------------|-------------------|
| PID          |                   |
| PARCEL       | 14T               |
| 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

