

RESOLUTION NO. 2005-187

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 PARCEL, 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 PARCEL ACQUIRED, FOR A TOTAL PURCHASE PRICE OF \$17,550.00 (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-04 on a portion of this site and therefore must acquire permanent and temporary easements for Parcel 299 located at 11717-11723 Euclid Avenue; and

WHEREAS, Chagrin Realty, Inc. is the owner of Parcel 299 as identified above and is 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 Chagrin Realty, Inc in the amount of \$17,550.00.

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 this property and all other documents required to acquire and transfer this real estate.

Section 2. That the Total Purchase Price of \$17,550.00 is based upon the fair market value of this 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 \$10,968.75 and Capital Grant OH-90-X484-01 in the amount of \$6,581.25 for a total amount of \$17,550.00 (\$14,040.00 in Federal funds which represents 80%

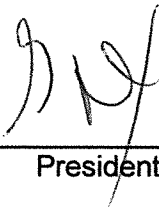
of the total cost and is contingent upon FTA approval of grant budget revisions). Federal funds under Capital Grant OH-90-X484-01 are made available through the Ohio Department of Transportation.

Section 4. That the execution of a purchase agreement and acquisition of permanent and temporary easement from the owner 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)  
Property Interest spreadsheet (Attachment B)

Adopted: December 20, 2005

  
\_\_\_\_\_  
President

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

RX250  
Rev. 04/03PID  
PARCEL 299T  
CTY-RTE-SEC GCRTA-PROJ.38-CO4  
Version Date January 27, 2005

**PARCEL 299-T  
GCRTA-PROJ.38-CO4  
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 part of Sublot Nos. 31 and 32 in Klaustermeyer and Henschen's Subdivision as recorded in Volume 25 Page 11 of Cuyahoga County Plat Records, and part of Sublot No. 1 in F.W. Smith Allotment as recorded in Volume 5 Page 62 of Cuyahoga County Plat Records and part of Original One Hundred Acre Lot Nos. 395 and 396, and a part of the lands conveyed to Chagrin Realty, Inc. by Instrument No. 200101250699 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** on the northerly right of way of East 117<sup>th</sup> Street at 22.50 feet right of centerline of right of way and construction of East 117<sup>th</sup> Street Station 50+70.67;

- 1) Thence along said northerly right of way North 29° 15' 32" West, 12.55 feet to a point 22.50 feet right of centerline of right of way and construction of East 117<sup>th</sup> Street Station 50+83.22;
- 2) Thence leaving said northerly right of way South 82° 05' 46" East, 21.16 feet to a point 55.00 feet left of centerline of right of way and construction of Euclid Avenue Station 359+95.63;
- 3) Thence North 42° 54' 36" East, 80.87 feet to a point 55.00 feet left of centerline of right of way and construction of Euclid Avenue Station 360+76.50;
- 4) Thence North 60° 26' 51" East, 13.27 feet to a point 51.00 feet left of centerline of right of way and construction of Euclid Avenue Station 360+89.16;
- 5) Thence North 42° 54' 36" East, 108.58 feet to a point 51.00 feet left of centerline of right of way and construction of Euclid Avenue Station 361+97.73;
- 6) Thence North 15° 37' 57" West, 55.18 feet to a point 41.00 feet left of centerline of right of way and construction of East 118<sup>th</sup> Street Station 50+89.88;
- 7) Thence North 29° 16' 48" East, 7.85 feet to a point 35.46 feet left of centerline of right of way and construction of East 118<sup>th</sup> Street Station 50+95.44;
- 8) Thence North 59° 38' 21" East, 5.64 feet to a point on the southerly right of way of East 118<sup>th</sup> Street at 30.00 feet left of centerline of right of way and construction of East 118<sup>th</sup> Street Station 50+96.87;
- 9) Thence along said southerly right of way South 15° 37' 57" East, 46.39 feet to a point 30.00 feet left of centerline of right of way and construction of East 118<sup>th</sup> Street Station 50+50.49;
- 10) Thence leaving said southerly right of way South 12° 15' 54" West, 26.92 feet to a point 45.00 feet left of centerline of right of way and construction of Euclid Avenue Station 361+92.19;

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ATTACHMENT A

PID	299T
PARCEL	
CTY-RTE-SEC	GCRTA-PROJ.38-CO4
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- 11) Thence South 42° 54' 36" West, 201.77 feet to a point 45.00 feet left of centerline of right of way and construction of Euclid Avenue Station 359+90.42;
- 12) Thence North 82° 05' 46" West, 18.79 feet to the point of beginning.

Containing within said bounds 0.0545 acres of land of which 0.0342 acres lie in Parcel 120-23-032 and 0.0203 acres lie in Parcel 120-23-033.

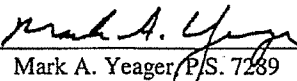
Bearings are based on Ohio State Plane, North Zone NAD83 (1995) Grid North.

The stations referred to herein are from the centerline of right of way and construction of Euclid Avenue, East 117<sup>th</sup> Street, and East 118<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:

1/28/05

  
 Mark A. Yeager P.S. 7289



**PARCEL 299-SH  
GCRTA-PROJ. 38-CO4  
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 part of Sublot Nos. 31 and 32 in Klaustermeyer and Henschen's Subdivision as recorded in Volume 25 Page 11 of Cuyahoga County Plat Records, and part of Sublot No. 1 in F.W. Smith Allotment as recorded in Volume 5 Page 62 of Cuyahoga County Plat Records and part of Original One Hundred Acre Lot Nos. 395 and 396, and a part of the lands conveyed to Chagrin Realty, Inc. by Instrument No. 200101250699 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 grantor's southeasterly corner and at the intersection of the westerly right of way of Euclid Avenue and the northerly right of way of East 117<sup>th</sup> Street at 40.00 feet left of centerline of right of way and construction of Euclid Avenue Station 359+73.08 and at 22.50 feet right of centerline of right of way and construction of East 117<sup>th</sup> Street Station 50+49.26;

- 1) Thence along said northerly right of way North 29° 15' 32" West, 21.42 feet to a point 22.50 feet right of centerline of right of way and construction of East 117<sup>th</sup> Street Station 50+70.67;
- 2) Thence leaving said northerly right of way South 82° 05' 46" East, 18.79 feet to a point 45.00 feet left of centerline of right of way and construction of Euclid Avenue Station 359+90.42;
- 3) Thence North 42° 54' 36" East, 201.77 feet to a point 45.00 feet left of centerline of right of way and construction of Euclid Avenue Station 361+92.19;
- 4) Thence North 12° 15' 54" East, 26.92 feet to a point on the southerly right of way of East 118<sup>th</sup> Street at 30.00 feet left of centerline of right of way and construction of East 118<sup>th</sup> Street Station 50+50.49;
- 5) Thence along said southerly right of way South 15° 37' 57" East, 21.95 feet to the intersection with said westerly right of way at 40.00 feet left of centerline of right of way and construction of Euclid Avenue Station 362+03.90 and 30.00 feet left of centerline of right of way and construction of East 118<sup>th</sup> Street Station 50+28.54;
- 6) Thence leaving said southerly right of way and along said westerly right of way South 42° 54' 36" West, 230.82 feet to the point of beginning.

Containing within said bounds 0.0317 acres of land of which 0.0226 acres lie in Parcel 120-23-032, and 0.0091 acres lie in Parcel 120-23-033.

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, East 118<sup>th</sup> Street, and East 117<sup>th</sup> Street.

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ATTACHMENT A

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PID  
PARCEL 299SH  
CTY-RTE-SEC GCRTA-PROJ. 38-CO4  
Version Date January 28, 2005

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

Date:

1/28/05

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)
299SH	120-23-032 & 120-23-033	C04	Chargin Realty, Inc.	Permanent Easement	0.0000	0.0317	0.0000
299T	120-23-032 & 120-23-033	C04	Chargin Realty, Inc.	Temporary Easement	0.0000	0.0000	0.0545



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

<b>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 PARCEL, 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 PARCEL ACQUIRED, FOR A TOTAL PURCHASE PRICE OF \$17,550.00 (RTA DEVELOPMENT FUND, EUCLID CORRIDOR TRANSPORTATION PROJECT DEPARTMENT BUDGET).</b>	<b>Resolution No.:</b> 2005-187
	<b>Date:</b> December 15, 2005
	<b>Initiator:</b> Euclid Corridor Transportation Project
<b>ACTION REQUEST:</b> <input type="checkbox"/> Approval <input type="checkbox"/> Review/Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other _____	

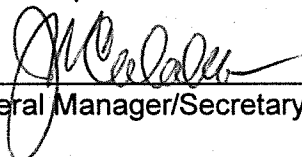
- 1.0 **PURPOSE/SCOPE:** The purpose of entering into this Purchase Agreement is to provide a legal right to acquire and transfer permanent and temporary easement from this property to construct the Euclid Corridor Transportation Project – bid package C-04.
- 2.0 **DESCRIPTION/JUSTIFICATION:** This property is vital for right-of-way needed for the third 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 third 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 line item 13.75.91 in the amount of \$10,968.75 and Capital Grant OH-90-X484-01 line item 13.75.91 in the amount of \$6,581.25 for a total amount of \$17,550.00 (\$14,040.00 in Federal funds which represents 80% of the total cost and is contingent upon FTA approval of grant budget revisions). 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 this 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.

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**Staff Summary and Comments**  
**ECTP-C04 Property Acquisition**  
**Page 2**

- 7.0 ALTERNATIVES: There are no viable alternatives to purchasing this property. The right-of-way needs for the project require the acquisition of the permanent and temporary easements on this property.
- 8.0 RECOMMENDATION: The Board of Trustees Planning and Development Committee reviewed this property acquisition 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: Purchase Agreement (Attachments A).

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 EASEMENTParcel(s) 299 SH. TCleveland, Ohio, NOVEMBER / 2005

1. The Greater Cleveland Regional Transit Authority ("GCRTA") ("Buyer") hereby offers to buy from Chagrin Realty, Inc. ("Seller") the easement and easement rights over, under, on, across and through that certain real property owned by Seller located at Euclid Avenue and Coltman Road, 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 \$17,550.00 (the "Purchase Price") on the Closing Date (hereinafter defined) through the office of Surety Title Agency, Inc., 1010 Leader Building, Cleveland, Ohio (the "Title Company").
3. The real property encumbered by the Easement is free and clear of all liens, encumbrances, leases, rights of possession, easements, conditions and restrictions except for (i) real estate taxes and assessments, both general and special, not yet due and payable as of the Closing Date, (ii) building and zoning ordinances and (iii) such other exceptions to title (the "Permitted Exceptions") as are set forth on Exhibit "B" attached hereto and made a part hereof. As a condition to Buyer's obligation to Close, the Title Company shall furnish an ALTA Owner's Policy of Title Insurance Form 1970B (with the standard title exceptions deleted) in the amount of the purchase price (the "Title Policy") as evidence or assurance that there has been conveyed to Buyer the Easement required to be conveyed hereunder. If there have been improvements or construction within the period provided by law for the filing of mechanic's liens that could affect the Easement, then Seller shall furnish satisfactory evidence of the payment in full of all labor and materials to the Title Company.
4. When accepted this offer shall constitute an agreement ("Agreement") for the purchase and sale of the Easement. This Agreement shall serve as instructions to the Title Company. Time is of the essence.
5. The Purchase Price and the Easement (in fully executed form) are to be deposited with the Title Company on or before the Closing Date. The Closing Date for this transaction shall be selected by the Buyer and shall be no later than 120 days after the execution of this Agreement by Buyer (the "Closing Date"). On the Closing Date, the Title Company shall cause title to the real property encumbered by the Easement to be searched, and provided the Title Company will issue the Title Policy and the Title Company has received all funds and documents to be deposited hereunder, the Title Company shall cause the Easement to be filed for record and the Purchase Price disbursed in accordance with this Agreement. The Title Company also shall timely file all forms, notices and documents required to be filed with the Internal Revenue Service in connection with this transaction.
6. Title Company shall charge Buyer with the cost of the Title Policy, the Title Company fees and the cost of recording the Easement.
7. Buyer, its agents and representatives shall have the right following the acceptance date of this Agreement by Seller to enter the Easement area for purposes of undertaking inspections, tests and all other activities, including construction related to the Euclid Corridor Transportation Project.
8. Seller covenants, represents and warrants to Buyer as follows:
  - (a) Seller has the full right and authority to convey the Easement to Buyer pursuant to this Agreement and no other person or firm on behalf of Seller is a necessary party to this transaction;
  - (b) Seller is not, nor is any person or firm executing this document on behalf of Seller, included on the list of Specially Designated Nationals and Blocked Persons published by the Office of Foreign Assets Control of the U.S. Department of Treasury;
  - (c) Seller is duly organized and existing in good standing under the laws of the State of Ohio and has the exclusive right of possession of the real property subject to the Easement;
  - (d) There is not located in, on, under or about real property subject to the Easement any "Hazardous Materials", in violation of any applicable laws, ordinances, governmental rules and regulations ("Laws"); and all operations and activities on, under or about the real property encumbered by the Easement are in compliance with all Laws. For purposes hereof, "Hazardous Materials" means any substance, material or waste which is or becomes regulated by any local governmental authority, the state in which the Easement is located or the United States

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

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

9. Buyer represents and warrants to Seller as follows:

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

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

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

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

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

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

If to Buyer:

Greater Cleveland Regional Transit Authority  
1240 West 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:

CHAGRIN REALTY, INC  
16720 CHAGRIN BLVD.  
SHAKER HTS., OHIO 44122  
Attn: DIANE WISH

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

**BUYER:**

**GREATER CLEVELAND REGIONAL  
TRANSIT AUTHORITY**  
1240 West 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.

WITNESS:

SELLER:  
Chagrin Realty, Inc.

Cheryl L. Wintersich  
[Signature]

By: [Signature]

Its: PRESIDENT AND CEO

Date: NOVEMBER 1ST .2005

# EXHIBIT A

T-16

## PERMANENT RIGHT OF WAY AND USE EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT: Chagrin Realty, Inc. 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): 299 SH

Euclid Corridor Transportation Project / ECTP

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

Prior Instrument Reference: RFN 200101250699  
Cuyahoga County Recorder's Office.

Permanent Parcel Number 120-23-032 and 120-23-033

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.



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 299-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**

RX 270  
Rev. 04/03

PID  
PARCEL 299SH  
CTY-RTE-SEC GCRTA-PROJ. 38-CO4  
Version Date January 28, 2005

**PARCEL 299-SH  
GCRTA-PROJ. 38-CO4  
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 part of Sublot Nos. 31 and 32 in Klaustermeyer and Henschen's Subdivision as recorded in Volume 25 Page 11 of Cuyahoga County Plat Records, and part of Sublot No. 1 in F.W. Smith Allotment as recorded in Volume 5 Page 62 of Cuyahoga County Plat Records and part of Original One Hundred Acre Lot Nos. 395 and 396, and a part of the lands conveyed to Chagrin Realty, Inc. by Instrument No. 200101250699 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 grantor's southeasterly corner and at the intersection of the westerly right of way of Euclid Avenue and the northerly right of way of East 117<sup>th</sup> Street at 40.00 feet left of centerline of right of way and construction of Euclid Avenue Station 359+73.08 and at 22.50 feet right of centerline of right of way and construction of East 117<sup>th</sup> Street Station 50+49.26;

- 1) Thence along said northerly right of way North 29° 15' 32" West, 21.42 feet to a point 22.50 feet right of centerline of right of way and construction of East 117<sup>th</sup> Street Station 50+70.67;
- 2) Thence leaving said northerly right of way South 82° 05' 46" East, 18.79 feet to a point 45.00 feet left of centerline of right of way and construction of Euclid Avenue Station 359+90.42;
- 3) Thence North 42° 54' 36" East, 201.77 feet to a point 45.00 feet left of centerline of right of way and construction of Euclid Avenue Station 361+92.19;
- 4) Thence North 12° 15' 54" East, 26.92 feet to a point on the southerly right of way of East 118<sup>th</sup> Street at 30.00 feet left of centerline of right of way and construction of East 118<sup>th</sup> Street Station 50+50.49;
- 5) Thence along said southerly right of way South 15° 37' 57" East, 21.95 feet to the intersection with said westerly right of way at 40.00 feet left of centerline of right of way and construction of Euclid Avenue Station 362+03.90 and 30.00 feet left of centerline of right of way and construction of East 118<sup>th</sup> Street Station 50+28.54;
- 6) Thence leaving said southerly right of way and along said westerly right of way South 42° 54' 36" West, 230.82 feet to the point of beginning.

Containing within said bounds 0.0317 acres of land of which 0.0226 acres lie in Parcel 120-23-032, and 0.0091 acres lie in Parcel 120-23-033.

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, East 118<sup>th</sup> Street, and East 117<sup>th</sup> Street.

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EXHIBIT A

RX 270  
Rev. 04/03

PID  
PARCEL 299SH  
CTY-RTE-SEC GCRTA-PROJ. 38-CO4  
Version Date January 28, 2005

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

Date:

1/28/05

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



**TEMPORARY RIGHT OF WAY AND USE EASEMENT**

KNOW ALL MEN BY THESE PRESENTS THAT: Chagrin Realty, Inc., 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): 299 T

Euclid Corridor Transportation Project / ECTP

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

Prior Instrument Reference: RFN 200101250699  
Cuyahoga County Recorder's Office.

Permanent Parcel Number 120-23-032 and 120-23-033

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:

Chagrin Realty, Inc.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

EXHIBIT A

RX250  
Rev. 04/03

PID  
PARCEL  
CTY-RTE-SEC  
Version Date  
299T  
GCRTA-PROJ.38-CO4  
January 27, 2005

PARCEL 299-T  
GCRTA-PROJ.38-CO4  
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 part of Sublot Nos. 31 and 32 in Klaustermeyer and Henschen's Subdivision as recorded in Volume 25 Page 11 of Cuyahoga County Plat Records, and part of Sublot No. 1 in F.W. Smith Allotment as recorded in Volume 5 Page 62 of Cuyahoga County Plat Records and part of Original One Hundred Acre Lot Nos. 395 and 396, and a part of the lands conveyed to Chagrin Realty, Inc. by Instrument No. 200101250699 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 on the northerly right of way of East 117<sup>th</sup> Street at 22.50 feet right of centerline of right of way and construction of East 117<sup>th</sup> Street Station 50+70.67;

- 1) Thence along said northerly right of way North 29° 15' 32" West, 12.55 feet to a point 22.50 feet right of centerline of right of way and construction of East 117<sup>th</sup> Street Station 50+83.22;
- 2) Thence leaving said northerly right of way South 82° 05' 46" East, 21.16 feet to a point 55.00 feet left of centerline of right of way and construction of Euclid Avenue Station 359+95.63;
- 3) Thence North 42° 54' 36" East, 80.87 feet to a point 55.00 feet left of centerline of right of way and construction of Euclid Avenue Station 360+76.50;
- 4) Thence North 60° 26' 51" East, 13.27 feet to a point 51.00 feet left of centerline of right of way and construction of Euclid Avenue Station 360+89.16;
- 5) Thence North 42° 54' 36" East, 108.58 feet to a point 51.00 feet left of centerline of right of way and construction of Euclid Avenue Station 361+97.73;
- 6) Thence North 15° 37' 57" West, 55.18 feet to a point 41.00 feet left of centerline of right of way and construction of East 118<sup>th</sup> Street Station 50+89.88;
- 7) Thence North 29° 16' 48" East, 7.85 feet to a point 35.46 feet left of centerline of right of way and construction of East 118<sup>th</sup> Street Station 50+95.44;
- 8) Thence North 59° 38' 21" East, 5.64 feet to a point on the southerly right of way of East 118<sup>th</sup> Street at 30.00 feet left of centerline of right of way and construction of East 118<sup>th</sup> Street Station 50+96.87;
- 9) Thence along said southerly right of way South 15° 37' 57" East, 46.39 feet to a point 30.00 feet left of centerline of right of way and construction of East 118<sup>th</sup> Street Station 50+50.49;
- 10) Thence leaving said southerly right of way South 12° 15' 54" West, 26.92 feet to a point 45.00 feet left of centerline of right of way and construction of Euclid Avenue Station 361+92.19;

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EXHIBIT A

RX250  
Rev. 04/03

	PID	
	PARCEL	299T
CTY-RTE-SEC		GCRTA-PROJ.38-CO4
Version Date		January 27, 2005

11) Thence South 42° 54' 36" West, 201.77 feet to a point 45.00 feet left of centerline of right of way and construction of Euclid Avenue Station 359+90.42;

12) Thence North 82° 05' 46" West, 18.79 feet to the point of beginning.

Containing within said bounds 0.0545 acres of land of which 0.0342 acres lie in Parcel 120-23-032 and 0.0203 acres lie in Parcel 120-23-033.

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, East 117<sup>th</sup> Street, and East 118<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:

1/26/05

*Mark A. Yeager*  
 \_\_\_\_\_  
 Mark A. Yeager P.S. 7289





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

**EASES**

Name & Address	Term
Volume 554, Page 235 Lessor: Community Dialysis Center, a Non-Profit Hospital Agency (No address) Lessee: County of Cuyahoga, Ohio, a County and Political Subdivision See copy attached) Dated: 3-31-1982	Commercial Lease Until terminated

Note: The above item affects PPN: 120-23-032 only.

B-C) **EASEMENTS**

Name & Address	Type
Volume 90-3303, Page 26 From: Case Western Reserve University (No address) To: Community Dialysis Center (No address) Desc.: City of Cleveland Part of Original 100 Acre Lot No. 396 Dated: 6-7-1990	Easement for PPN: 120-23-32 and 120-23-54 to pass and repass from Case Western Reserve University to Community Dialysis Center

Note: No examination was made of the above instrument.

Note: The above item affects PPN: 120-23-032 only.

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

Restrictions, Covenants and Conditions are contained in Volume 84-0561, Page 59, dated 2-8-1984, and in Volume 84-0562, Page 44.  
Note: The document in Volume 84-0562, Page 44, contains right of re-entry, and the document in Volume 84-0561, Page 59, contains assessments as a lien.

Agreement recorded 2-8-1984, in Volume 84-0561, Page 70, of Cuyahoga County Records.

The Commitment for Title Insurance states "The Company does not insure quantity of area recited in the description shown in Schedule A".

\* Conditions in Urban Renewal Project filed 4-6-1965 at 1:24 p.m. and recorded in Volume 111, Page 9, and Volume 111, Page 43.  
Note: Modification of Urban Renewal Project filed for record 8-25-1966 at 3:56 p.m., recorded in Volume 115, Page 333, of Cuyahoga County Records.