

RESOLUTION NO. 2005-188

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 \$259,475.00 (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-03 on a portion of this site and therefore must acquire permanent and temporary easements from parcels: A.) Parcel 111 located at 3001 Euclid Avenue, B.) Parcel 133 located at 3675 Euclid Avenue, C.) Parcel 172 located at 6401 Midtown Commerce Park, D.) Parcel 176 located at 6510 Euclid Avenue and E.) Parcel 185 located at 6700 Euclid Avenue; and

WHEREAS: A.) Scripps Howard Broadcasting Co. DBA WEWS-TV is the owner of Parcel 111, B.) American National Red Cross is the owner of Parcel 133, C.) Royal Ice Cream Company is the owner of Parcel 172, D.) RBR Properties, LTD is the owner of Parcel 176 and E.) Richard B. Cohen is the owner of Parcel 185, 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.) Scripps Howard Broadcasting Co. DBA WEWS-TV in the amount of \$14,425.00, B.) American National Red Cross, in the amount of \$60,456.00, C.) Royal Ice Cream Company in the amount of \$128,726.00, D.) RBR Properties, LTD in the amount of \$25,868.00 and E.) Richard B. Cohen in the amount of \$30,000.00.

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 \$259,475.00 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 \$162,171.88 and Capital Grant OH-90-X484-01 in the amount of \$97,303.13 for a total amount of \$259,475.00 (\$207,580.00 in Federal funds which represents 80% of the total cost). Federal funds under Capital Grant OH-90-X484-01 are made available through the Ohio Department of Transportation.

Section 4. That the 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 E)
Property Interest spreadsheet (Attachment F)

Adopted: December 20, 2005



President

Attest: 

CEO, General Manager/Secretary-Treasurer

**PARCEL 111-T
GCRTA-PROJ.38-CO3
TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY FOR
ROADWAY CONSTRUCTION
FOR APPROXIMATELY 24 MONTHS FROM THE DATE OF ENTRY**

Situated in the City of Cleveland, County of Cuyahoga, State of Ohio, and known as being a part of Original 10 Acre Lot 87, also a part of the lands conveyed to Scripps-Howard Radio, Inc. by Volume 8609, Page 472 on file in the Cuyahoga County Recorder's Office and being a parcel of land lying on the left side of the centerline of right of way and construction of Euclid Avenue, bounded and described as follows;

Beginning at the southeasterly corner of the grantor and on the northerly right of way of Euclid Avenue at 49.50 feet left of centerline of right of way and construction of Euclid Avenue Station 170+48.56;

- 1) Thence South 80° 58' 29" West along said right of way, 73.60 feet to a point 49.50 feet left of centerline of right of way and construction of Euclid Avenue Station 169+74.96;
- 2) Thence leaving said right of way, South 86° 41' 08" West, 50.25 feet to a point 54.50 feet left of centerline of right of way and construction of Euclid Avenue Station 169+24.96 and 61.52 feet right of centerline of right of way and construction of East 30th Street Station 50+54.67;
- 3) Thence South 80° 58' 29" West, 26.52 feet to a point 54.50 feet left of centerline of right of way and construction of Euclid Avenue Station 168+98.44 and 35.00 feet right of centerline of right of way and construction of East 30th Street Station 50+54.59;
- 4) Thence North 08° 52' 00" West, 13.03 feet to a point 67.53 feet left of centerline of right of way and construction of Euclid Avenue Station 168+98.47 and 35.00 feet right of centerline of right of way and construction of East 30th Street Station 50+67.62;
- 5) Thence North 14° 34' 38" West, 50.25 feet to a point on the existing easterly right of way of East 30th Street at 117.54 feet left of centerline of right of way and construction of Euclid Avenue Station 168+93.61 and 30.00 feet right of centerline of right of way and construction of East 30th Street Station 51+17.62;
- 6) Thence North 08° 52' 00" West along said right of way, 87.38 feet to a point 30.00 feet right of centerline of right of way and construction of East 30th Street Station 52+05.00;
- 7) Thence leaving said right of way, South 33° 29' 47" East, 24.04 feet to a point 40.02 feet right of centerline of right of way and construction of East 30th Street Station 51+83.14;
- 8) Thence South 08° 37' 47" East, 44.82 feet to a point 39.83 feet right of centerline of right of way and construction of East 30th Street Station 51+38.32;

ATTACHMENT A

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- 9) Thence South 09° 08' 41" East, 66.84 feet to a point 71.37 feet left of centerline of right of way and construction of Euclid Avenue Station 169+03.64 and 40.15 feet right of centerline of right of way and construction of East 30th Street Station 50+60.61;
- 10) Thence North 80° 33' 58" East, 3.00 feet to a point 71.39 feet left of centerline of right of way and construction of Euclid Avenue Station 169+06.64;
- 11) Thence South 09° 01' 31" East, 10.89 feet to a point 60.50 feet left of centerline of right of way and construction of Euclid Avenue Station 169+06.64;
- 12) Thence North 80° 58' 29" East, 84.74 feet to a point 60.50 feet left of centerline of right of way and construction of Euclid Avenue Station 169+91.38;
- 13) Thence South 09° 55' 01" East, 9.52 feet to a point 50.98 feet left of centerline of right of way and construction of Euclid Avenue Station 169+91.38;
- 14) Thence North 81° 08' 21" East, 57.03 feet to a point on the westerly line of lands conveyed to Nassimi Cleveland Development, Inc by Instrument No. 200111130629 on file in the Cuyahoga County Recorder's Office and at 50.82 feet left of centerline of right of way and construction of Euclid Avenue Station 170+48.56;
- 15) Thence South 09° 02' 48" East along said line, 1.32 feet to the point of beginning.

Containing within said bounds 0.0471 acres of land in Parcel 103-06-028.

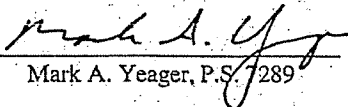
Bearings are based on Ohio State Plane, North Zone NAD83 (1995) Grid North.

The stations referred to herein are from the centerline of right of way and construction of Euclid Avenue and East 30th Street.

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

Date:

10/20/05


Mark A. Yeager, P.S. 7289



PARCEL 111-SH
GCRTA-PROJ. 38-CO5
PERPETUAL EASEMENT FOR HIGHWAY PURPOSES
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS

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

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

Situated in the City of Cleveland, County of Cuyahoga, State of Ohio, and known as being a part of Original 10 Acre Lot 87, also a part of the lands conveyed to Scripps-Howard Radio, Inc. by Volume 8609, Page 472 on file in the Cuyahoga County Recorder's Office and being a parcel of land lying on the left side of the centerline of right of way and construction of Euclid Avenue, bounded and described as follows;

Beginning at the intersection of the northerly right of way of Euclid Avenue and the easterly right of way of East 30th Street at 49.50 feet left of centerline of right of way and construction of Euclid Avenue Station 168+93.43 and 30.00 feet right of centerline of right of way and construction of East 30th Street Station 50+49.58;

- 1) Thence North 08° 52' 00" West along the easterly right of way of East 30th Street, 68.04 feet to a point 117.54 feet left of centerline of right of way and construction of Euclid Avenue Station 168+93.61 and 30.00 feet right of centerline of right of way and construction of East 30th Street Station 51+17.62;
- 2) Thence leaving said right of way, South 14° 34' 38" East, 50.25 feet to a point 67.53 feet left of centerline of right of way and construction of Euclid Avenue Station 168+98.47 and 35.00 feet right of centerline of right of way and construction of East 30th Street Station 50+67.62;
- 3) Thence South 08° 52' 00" East, 13.03 feet to a point 54.50 feet left of centerline of right of way and construction of Euclid Avenue Station 168+98.44 and 35.00 feet right of centerline of right of way and construction of East 30th Street Station 50+54.59;
- 4) Thence North 80° 58' 29" East, 26.52 feet to a point 54.50 feet left of centerline of right of way and construction of Euclid Avenue Station 169+24.96 and 61.52 feet right of centerline of right of way and construction of East 30th Street Station 50+54.67;
- 5) Thence North 86° 41' 08" East, 50.25 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 169+74.96;
- 6) Thence South 80° 58' 29" West along said right of way, 81.53 feet to the point of beginning.

Containing within said bounds 0.0109 acres of land in Parcel 103-06-028.

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

The stations referred to herein are from the centerline of right of way and construction of Euclid Avenue and the centerline of right of way and construction of East 30th Street.

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

Date:

11/3/04

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



111 #

**PARCEL 133-T
GCRТА-PROJ.38-CO3
TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY FOR
ROADWAY CONSTRUCTION
FOR APPROXIMATELY 24 MONTHS FROM THE DATE OF ENTRY**

Situated in the City of Cleveland, County of Cuyahoga, and State of Ohio and being known as a part of Original 10 Acre Lot No. 91, being also a part of the land conveyed to The American National Red Cross by Volume 89-1438 Page 34 on file in the Cuyahoga County Recorder's Office and being a parcel of land lying on the left side of the centerline of right of way and construction of Euclid Avenue, bounded and described as follows;

Beginning at the southeasterly corner of the grantor and on the northerly right of way of Euclid Avenue at 49.50 feet left of centerline of right of way and construction of Euclid Avenue Station 185+24.11;

- 1) Thence South 80° 58' 29" West along said right of way 100.00 feet to a point 49.50 feet left of centerline of right of way and construction of Euclid Avenue Station 184+24.11;
- 2) Thence leaving said right of way North 09° 00' 16" West along the easterly line of land conveyed to Board of Trustees of the Ancient Accepted Scottish Rite of Freemasonry, Valley of Cleveland, an Unincorporated Association, by Volume 12751 Page 823 on file in the Cuyahoga County Recorder's Office 10.00 feet to point at 59.50 feet left of centerline of right of way and construction of Euclid Avenue Station 184+24.11;
- 3) Thence North 80° 58' 29" East, 100.00 feet to a point 59.50 feet left of centerline of right of way and construction of Euclid Avenue Station 185+24.11;
- 4) Thence South 09° 00' 16" East along the westerly line of land conveyed to The Greater Cleveland Chapter of the American National Red Cross by Volume 91-6663 Page 27 on file in the Cuyahoga County Recorder's Office 10.00 feet to the point of beginning.

Containing within said bounds 0.0230 acres of land in Parcel 103-07-007.

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 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:

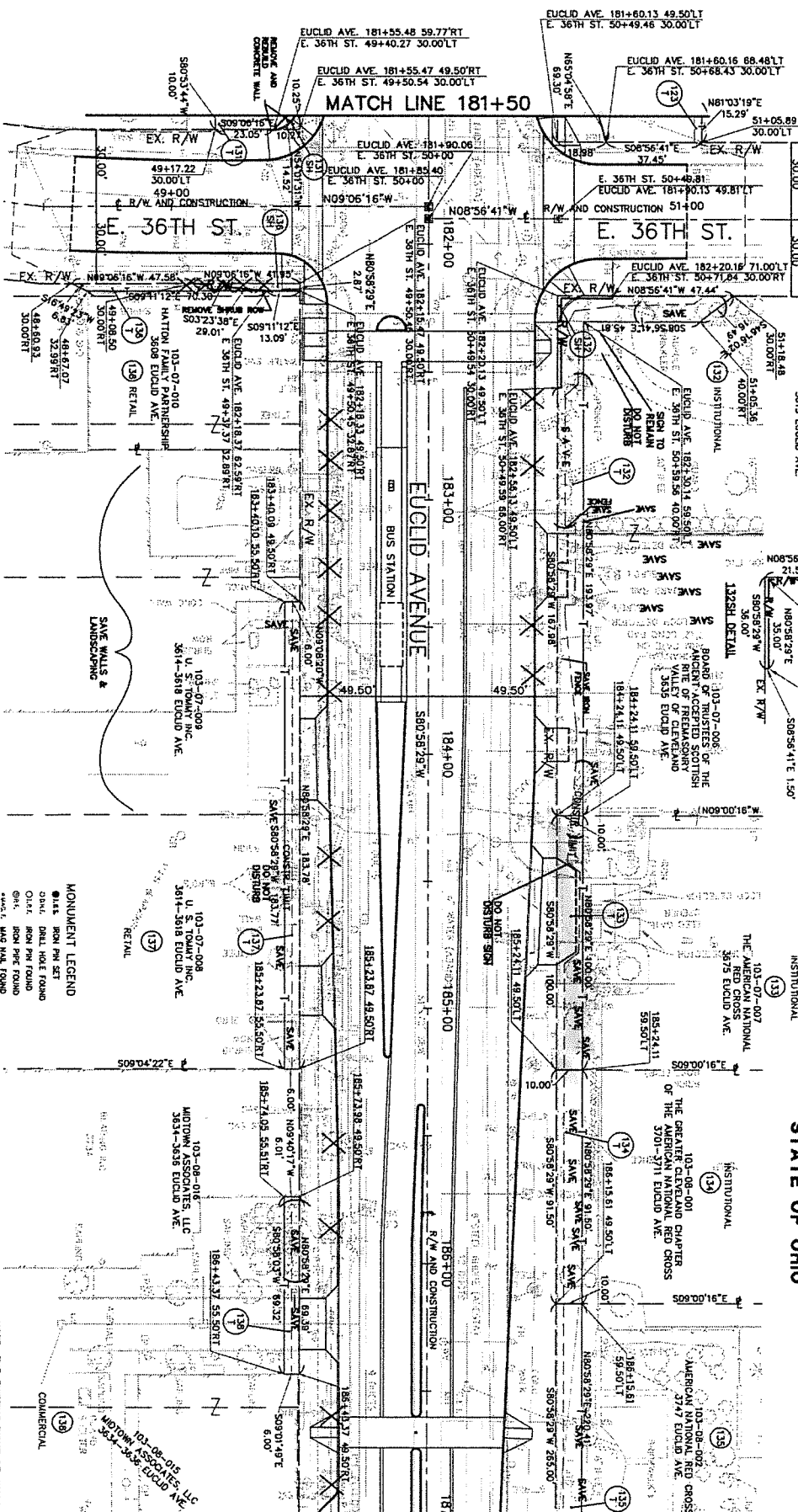
11/19/04

Mark A. Yeager P.S.



ATTACHMENT

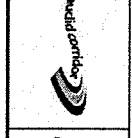
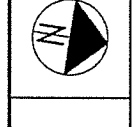
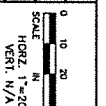
**EUCILD CORRIDOR TRANSPORTION PROJECT
CITY OF CLEVELAND AND EAST CLEVELAND
CUYAHOGA COUNTY
STATE OF OHIO**



REVISION BOOK

1	DESIGN FILE	3/16/00-3/18/00
2	DESIGN BR	
3	R/W AND CONSTRUCTION	
4	CHK MNGR	
5	DATE	6/27/05
6		
7		

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



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

SHEET NO. **RM124**
TOTAL SHEETS **25 OF 44**

RM162

MONUMENT LEGEND
 (Symbol) 1/4" DIA. PIN SET
 (Symbol) 2" DIA. IRON PIPE FOUND
 (Symbol) 4" DIA. IRON PIPE FOUND
 (Symbol) 8" DIA. IRON PIPE FOUND
 (Symbol) 12" DIA. IRON PIPE FOUND
 (Symbol) 18" DIA. IRON PIPE FOUND
 (Symbol) 24" DIA. IRON PIPE FOUND
 (Symbol) 30" DIA. IRON PIPE FOUND
 (Symbol) 36" DIA. IRON PIPE FOUND
 (Symbol) 42" DIA. IRON PIPE FOUND
 (Symbol) 48" DIA. IRON PIPE FOUND
 (Symbol) 54" DIA. IRON PIPE FOUND
 (Symbol) 60" DIA. IRON PIPE FOUND
 (Symbol) 66" DIA. IRON PIPE FOUND
 (Symbol) 72" DIA. IRON PIPE FOUND
 (Symbol) 78" DIA. IRON PIPE FOUND
 (Symbol) 84" DIA. IRON PIPE FOUND
 (Symbol) 90" DIA. IRON PIPE FOUND
 (Symbol) 96" DIA. IRON PIPE FOUND
 (Symbol) 102" DIA. IRON PIPE FOUND
 (Symbol) 108" DIA. IRON PIPE FOUND
 (Symbol) 114" DIA. IRON PIPE FOUND
 (Symbol) 120" DIA. IRON PIPE FOUND
 (Symbol) 126" DIA. IRON PIPE FOUND
 (Symbol) 132" DIA. IRON PIPE FOUND
 (Symbol) 138" DIA. IRON PIPE FOUND
 (Symbol) 144" DIA. IRON PIPE FOUND
 (Symbol) 150" DIA. IRON PIPE FOUND
 (Symbol) 156" DIA. IRON PIPE FOUND
 (Symbol) 162" DIA. IRON PIPE FOUND
 (Symbol) 168" DIA. IRON PIPE FOUND
 (Symbol) 174" DIA. IRON PIPE FOUND
 (Symbol) 180" DIA. IRON PIPE FOUND
 (Symbol) 186" DIA. IRON PIPE FOUND
 (Symbol) 192" DIA. IRON PIPE FOUND
 (Symbol) 198" DIA. IRON PIPE FOUND
 (Symbol) 204" DIA. IRON PIPE FOUND
 (Symbol) 210" DIA. IRON PIPE FOUND
 (Symbol) 216" DIA. IRON PIPE FOUND
 (Symbol) 222" DIA. IRON PIPE FOUND
 (Symbol) 228" DIA. IRON PIPE FOUND
 (Symbol) 234" DIA. IRON PIPE FOUND
 (Symbol) 240" DIA. IRON PIPE FOUND
 (Symbol) 246" DIA. IRON PIPE FOUND
 (Symbol) 252" DIA. IRON PIPE FOUND
 (Symbol) 258" DIA. IRON PIPE FOUND
 (Symbol) 264" DIA. IRON PIPE FOUND
 (Symbol) 270" DIA. IRON PIPE FOUND
 (Symbol) 276" DIA. IRON PIPE FOUND
 (Symbol) 282" DIA. IRON PIPE FOUND
 (Symbol) 288" DIA. IRON PIPE FOUND
 (Symbol) 294" DIA. IRON PIPE FOUND
 (Symbol) 300" DIA. IRON PIPE FOUND

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

**PARCEL 172-T
GCRTA-PROJ.38-CO3
TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY FOR
ROADWAY CONSTRUCTION
FOR APPROXIMATELY 24 MONTHS FROM THE DATE OF ENTRY**

Situated in the City of Cleveland, County of Cuyahoga, and State of Ohio and being known as a part of Original 100 Acre Lot No. 337, being also a part of land conveyed to Royal Ice Cream Co. by Volume 93-11939 Page 8 on file in the Cuyahoga County Recorder's Office and being a parcel of land lying on the right side of the centerline of right of way of Euclid Avenue, bounded and described as follows;

Beginning at a southeasterly corner of lands conveyed to Lassi Enterprises, LLC by Instrument No. 20020108121 on file in the Cuyahoga County Recorder's Office at 286.65 feet right of centerline of right of way of Euclid Avenue Station 218+82.08;

- 1) Thence North 01° 08' 18" West along the easterly line of said lands conveyed to Lassi Enterprises, LLC, 227.24 feet to a point 59.81 feet right of centerline of right of way of Euclid Avenue Station 218+95.60;
- 2) Thence North 86° 22' 46" East, 31.25 feet to a point 60.32 feet right of centerline of right of way of Euclid Avenue Station 219+26.84;
- 3) Thence North 72° 49' 59" East, 21.35 feet to a point 55.66 feet right of centerline of right of way of Euclid Avenue Station 219+47.67;
- 4) Thence North 86° 22' 46" East, 147.87 feet to a point 58.05 feet right of centerline of right of way of Euclid Avenue Station 220+95.52;
- 5) Thence South 89° 53' 46" East, 361.82 feet to a point 49.98 feet right of centerline of right of way of Euclid Avenue Station 224+65.04;
- 6) Thence South 88° 03' 00" East, 252.48 feet to a point 46.00 feet right of centerline of right of way of Euclid Avenue Station 227+17.48;
- 7) Thence South 60° 09' 57" East, 32.90 feet to a point 60.93 feet right of centerline of right of way of Euclid Avenue Station 227+46.80;
- 8) Thence South 88° 36' 47" East, 11.53 feet to a point on the westerly line of lands conveyed to RBR Properties, LTD. by Instrument No. 200001110181 on file in the Cuyahoga County Recorder's Office at 60.63 feet right of centerline of right of way of Euclid Avenue Station 227+58.33;
- 9) Thence South 01° 19' 39" East along said line, 19.89 feet to a point 80.47 feet right of centerline of right of way of Euclid Avenue Station 227+59.78;
- 10) Thence leaving said line North 76° 00' 27" West, 2.82 feet to a point 79.92 feet right of centerline of right of way of Euclid Avenue Station 227+57.02;
- 11) Thence North 57° 26' 18" West, 48.19 feet to a point 56.04 feet right of centerline of right of way of Euclid Avenue Station 227+15.16;
- 12) Thence North 88° 07' 24" West, 112.15 feet to a point 57.95 feet right of centerline of right of way of Euclid Avenue Station 226+03.02

ATTACHMENT C

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- 13) Thence South 85° 50' 23" West, 50.25 feet to a point 64.09 feet right of centerline of right of way of Euclid Avenue Station 225+53.15;
- 14) Thence South 80° 21' 05" West, 50.23 feet to a point 74.96 feet right of centerline of right of way of Euclid Avenue Station 225+04.12;
- 15) Thence North 71° 49' 08" West, 52.35 feet to a point 61.12 feet right of centerline of right of way of Euclid Avenue Station 224+53.63;
- 16) Thence North 89° 20' 20" West, 49.43 feet to a point 63.01 feet right of centerline of right of way of Euclid Avenue Station 224+04.24;
- 17) Thence South 80° 09' 39" West, 50.80 feet to a point 74.18 feet right of centerline of right of way of Euclid Avenue Station 223+54.67;
- 18) Thence North 88° 20' 40" West, 99.08 feet to a point 76.25 feet right of centerline of right of way of Euclid Avenue Station 222+55.62;
- 19) Thence South 89° 28' 33" West, 50.00 feet to a point 79.20 feet right of centerline of right of way of Euclid Avenue Station 222+05.71;
- 20) Thence South 89° 53' 54" West, 216.50 feet to a point 66.17 feet right of centerline of right of way of Euclid Avenue Station 219+79.37;
- 21) Thence South 70° 26' 22" West, 65.63 feet to a point 83.17 feet right of centerline of right of way of Euclid Avenue Station 219+15.98;
- 22) Thence South 01° 08' 18" East, 205.28 feet to a point 288.09 feet right of centerline of right of way of Euclid Avenue Station 219+03.77;
- 23) Thence South 89° 14' 17" West, 21.74 feet to the point of beginning.

Containing within said bounds 0.3994 acres of land in Parcels 118-11-012, 118-11-013, 118-11-014, 118-12-001, 118-12-002, 118-12-003, 118-12-004, 118-12-005, 118-12-006, 118-12-007.

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 Euclid Avenue.

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

Date:

5/11/05

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



**PARCEL 172-SH
GCRTA-PROJ. 38-CO3
PERPETUAL EASEMENT FOR HIGHWAY PURPOSES
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS**

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

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

Situated in the City of Cleveland, County of Cuyahoga, and State of Ohio and being known as a part of Original 100 Acre Lot No. 337, being also a part of land conveyed to Royal Ice Cream Co. by Volume 93-11939 Page 8 on file in the Cuyahoga County Recorder's Office and being a parcel of land lying on the right side of the centerline of right of way of Euclid Avenue, bounded and described as follows;

Beginning at northeasterly corner of the grantor and on the southerly right of way of Euclid Avenue at 40.00 feet right of centerline of right of way of Euclid Avenue Station 227+56.82;

- 1) Thence leaving said right of way South 01° 19' 39" East along the westerly line of lands conveyed to RBR Properties, LTD. by Instrument No. 200001110181 on file in the Cuyahoga County Recorder's Office, 20.69 feet to a point 60.63 feet right of centerline of right of way of Euclid Avenue Station 227+58.33;
- 2) Thence leaving said line North 88° 36' 47" West, 11.53 feet to a point 60.93 feet right of centerline of right of way of Euclid Avenue Station 227+46.80;
- 3) Thence North 60° 09' 57" West, 32.90 feet to a point 46.00 feet right of centerline of right of way of Euclid Avenue Station 227+17.48;
- 4) Thence North 88° 03' 00" West, 252.48 feet to a point 49.98 feet right of centerline of right of way of Euclid Avenue Station 224+65.04;
- 5) Thence North 89° 53' 46" West, 361.82 feet to a point 58.05 feet right of centerline of right of way of Euclid Avenue Station 220+95.52;
- 6) Thence South 86° 22' 46" West, 147.87 feet to a point 55.66 feet right of centerline of right of way of Euclid Avenue Station 219+47.67;
- 7) Thence South 72° 49' 59" West, 21.35 feet to a point 60.32 feet right of centerline of right of way of Euclid Avenue Station 219+26.84;
- 8) Thence South 86° 22' 46" West, 31.25 feet to a point on the easterly line of lands conveyed to Lassi Enterprises, LLC by Instrument No. 20020108121 on file in the Cuyahoga County Recorder's Office at 59.81 feet right of centerline of right of way of Euclid Avenue Station 218+95.60;
- 9) Thence North 01° 08' 18" West along said line, 19.85 feet to the southerly right of way of Euclid Avenue at 40.00 feet right of centerline of right of way of Euclid Avenue Station 218+96.78;
- 10) Thence North 85° 27' 07" East along said right of way, 272.04 feet to a point 40.00 feet right of centerline of right of way of Euclid Avenue Station 221+68.82;

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Version Date May 11, 2005

11) Thence continuing along said right of way South 87° 08' 46" East, 582.83 feet to the point of beginning.

Containing within said bounds 0.2884 acres of land in Parcels 118-11-012, 118-11-013, 118-11-014, 118-12-001, 118-12-002, 118-12-003, 118-12-004, 118-12-005, 118-12-006 and 118-12-007.

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 Euclid Avenue.

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

Date:

5/11/05

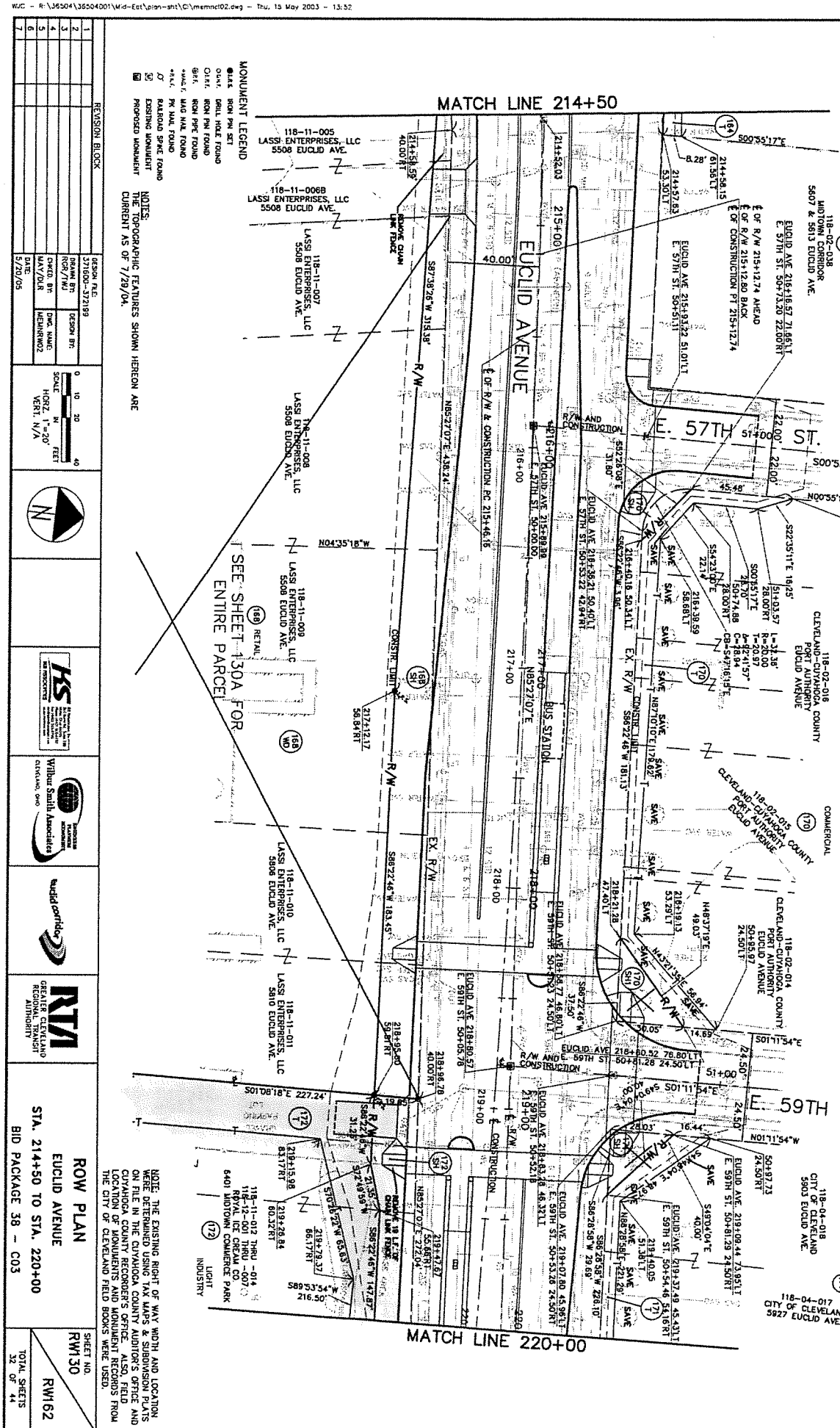
Mark A. Yeager

Mark A. Yeager P/S. 7289



STATIONS & OFFSETS FROM EUCLID AVENUE FROM STATION 215+12.00 TO 227+98.00 ARE BASED ON THE E & W SURVEY NOTES DATED 07/28/04.

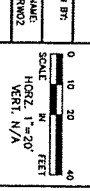
EUCLID CORRIDOR TRANSPORTATION PROJECT CITY OF CLEVELAND AND EAST CLEVELAND CUYAHOGA COUNTY STATE OF OHIO



MONUMENT LEGEND
 ● L&S ION PIN SET
 ○ QU&L DRILL HOLE FOUND
 ⊕ OTHER ION PIN FOUND
 ⊗ OTHER ION PIN FOUND
 ⊗ OTHER ION PIN FOUND
 ⊗ OTHER ION PIN FOUND
 ⊗ OTHER ION PIN FOUND
 ⊗ OTHER ION PIN FOUND
 ⊗ OTHER ION PIN FOUND
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 ⊗ OTHER ION PIN FOUND

NOTES:
 THE TOPOGRAPHIC FEATURES SHOWN HEREON ARE CURRENT AS OF 7/29/04.

REVISION BLOCK			
1	DESIGN FILE	371860-372189	
2	DESIGNER	371860-372189	
3	SCALE	AS SHOWN	
4	DATE	5/20/05	
5	PROJECT	EUCLID CORRIDOR TRANSPORTATION PROJECT	
6	DRAWN BY	MEMPHIS	
7	CHECKED BY	MEMPHIS	



HKS HOKU SUSTAINABILITY
 ARCHITECTURE
 PLANNING
 ENGINEERING

P&H PLANNING
 ARCHITECTURE
 ENGINEERING

RMA REGISTERED
 PROFESSIONAL
 ARCHITECTS

RTM REGISTERED
 PROFESSIONAL
 ARCHITECTS

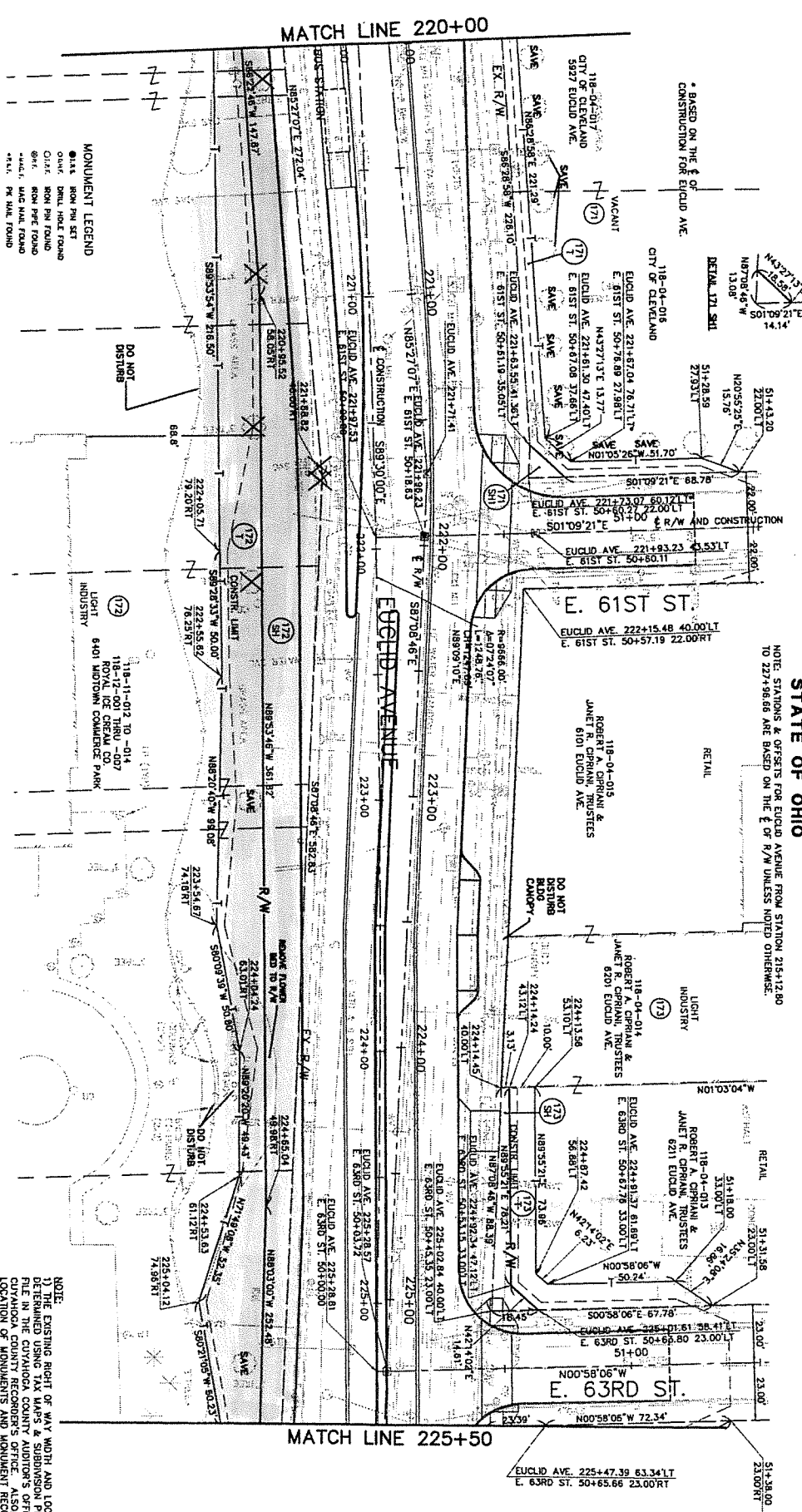
ROW PLAN
 EUCLID AVENUE
 STA. 214+50 TO STA. 220+00
 BID PACKAGE 38 - C03

SHEET NO.
RW130
 TOTAL SHEETS
 32 OF 14

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

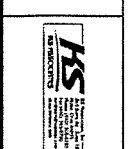
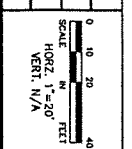
EUCLID CORRIDOR TRANSPORTATION PROJECT CITY OF CLEVELAND AND EAST CLEVELAND CUYAHOGA COUNTY STATE OF OHIO

NOTE: STATIONS & OFFSETS FOR EUCLID AVENUE FROM STATION 215+12.80 TO 222+56.66 ARE BASED ON THE E & R/W UNLESS NOTED OTHERWISE.



- MONUMENT LEGEND**
- L&L ROW PVI SET
 - L&L DITL ROAD TPOAD
 - C/D/R ROW PVI FOUND
 - S/R ROW PVI FOUND
 - R/W ROW PVI FOUND
 - R/W ROW PVI FOUND
 - R/W ROW PVI FOUND
 - R/W ROW PVI FOUND
 - PROPOSED MONUMENT

REVISION BLOCK	REVISION NO.	DATE	BY	DESCRIPTION
	1	5/20/05		ISSUED FOR PERMIT
	2			
	3			
	4			
	5			
	6			
	7			

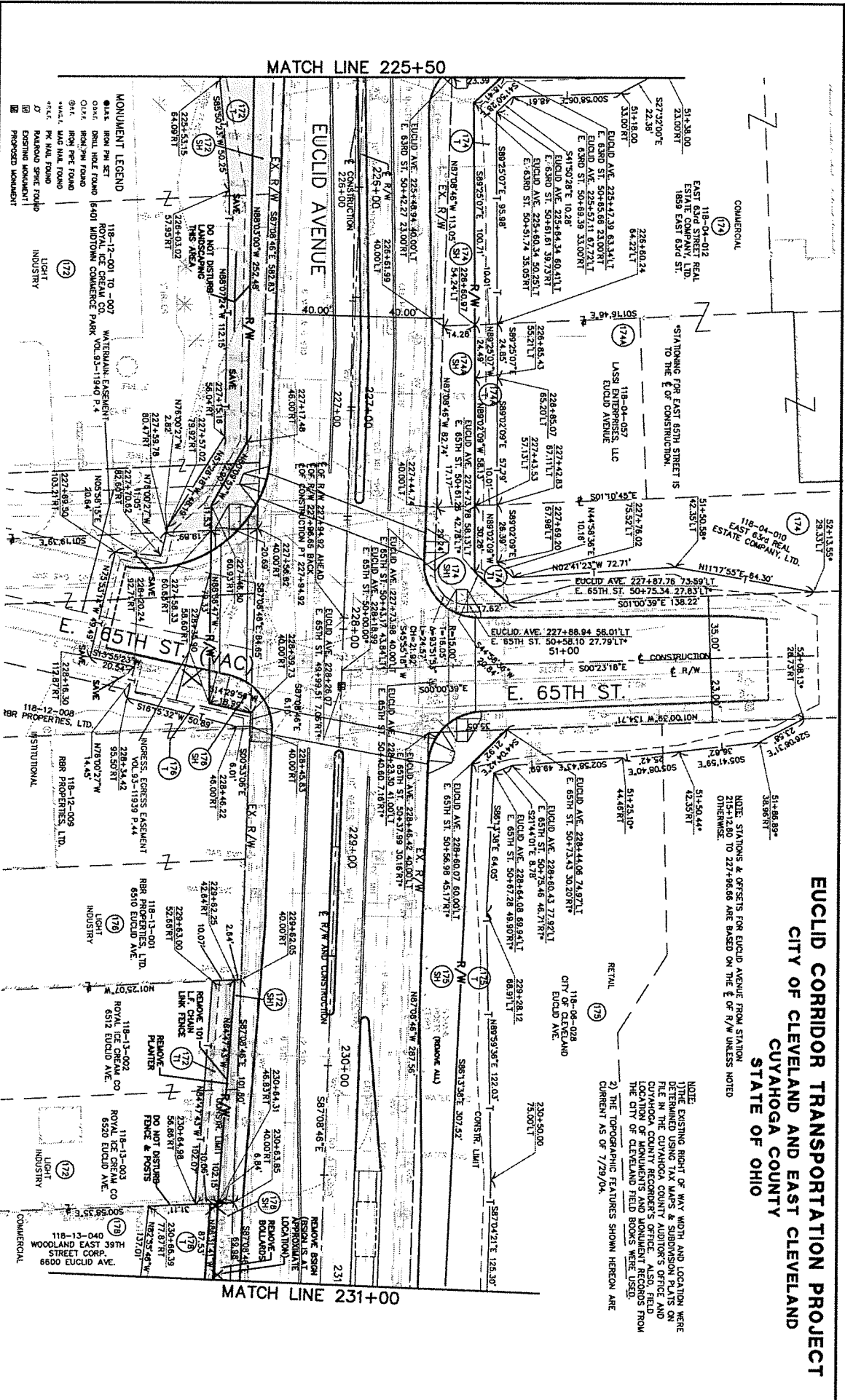


ROW PLAN
EUCLID AVENUE
STA. 220+00 TO STA. 225+50
BID PACKAGE 3B - C03

SHEET NO.	RWH 31
TOTAL SHEETS	34 OF 44
	RWH 62

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

2) THE TOPOGRAPHIC FEATURES SHOWN HEREON ARE CURRENT AS OF 7/29/04.



1	REVISION BLOCK	ISSUE DATE	3/21/05-3/21/05
2		ISSUED BY	
3		DESIGN BY	
4		CHECK BY	
5		DATE	5/20/05
6			
7			

SCALE	0 10 20 40
HORIZ. 1" = 20'	FEET
VERT. 1" = 4'	FEET
	N/A

ROW PLAN	ROW PLAN
EUCLID AVENUE	EUCLID AVENUE
STA. 225+50 TO STA. 231+00	STA. 225+50 TO STA. 231+00
BID PACKAGE 38 - C03	BID PACKAGE 38 - C03

SHEET NO.	RW132
TOTAL SHEETS	RW162
	35 OF 44

47A

**PARCEL 176-T
GCRТА-PROJ.38-CO3
TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY FOR
ROADWAY CONSTRUCTION
FOR APPROXIMATELY 24 MONTHS FROM THE DATE OF ENTRY**

Situated in the City of Cleveland, County of Cuyahoga, and State of Ohio and being known as a part of Original 100 Acre Lot No. 337, being also a part of lands conveyed to RBR Properties, LTD. by Instrument No. 200001110181 on file in the Cuyahoga County Recorder's Office and being a parcel of land lying on the right side of the centerline of right of way of Euclid Avenue, bounded and described as follows;

Beginning at a point on the southerly right of way of Euclid Avenue at 40.00 feet right of centerline of right of way of Euclid Avenue Station 228+39.73;

- 1) Thence South 87° 08' 46" East along said right of way, 6.10 feet to a point 40.00 feet right of centerline of right of way of Euclid Avenue Station 228+45.83;
- 2) Thence leaving said right of way South 00° 53' 06" East, 6.01 feet to a point 46.00 feet right of centerline of right of way of Euclid Avenue Station 228+46.22;
- 3) Thence South 16° 15' 32" West, 50.89 feet to a point 95.50 feet right of centerline of right of way of Euclid Avenue Station 228+34.42;
- 4) Thence North 76° 00' 27" West, 14.45 feet to a point 92.71 feet right of centerline of right of way of Euclid Avenue Station 228+20.24;
- 5) Thence South 13° 55' 23" West, 20.54 feet to a point 112.87 feet right of centerline of right of way of Euclid Avenue Station 228+16.30;
- 6) Thence North 75° 53' 14" West, 49.49 feet to a point 103.21 feet right of centerline of right of way of Euclid Avenue Station 227+69.50;
- 7) Thence North 05° 58' 15" East, 20.64 feet to a point 82.60 feet right of centerline of right of way of Euclid Avenue Station 227+70.62;
- 8) Thence North 76° 00' 27" West, 11.05 feet to a point on the easterly line of lands conveyed to Royal Ice Cream Co. by Volume 93-11939 Page 8 on file in the Cuyahoga County Recorder's Office at 80.47 feet right of centerline of right of way of Euclid Avenue Station 227+59.78;
- 9) Thence North 01° 19' 39" West along said line, 19.89 feet to a point 60.63 feet right of centerline of right of way of Euclid Avenue Station 227+58.33;
- 10) Thence South 88° 36' 47" East, 79.33 feet to a point 58.60 feet right of centerline of right of way of Euclid Avenue Station 228+35.90;
- 11) Thence North 14° 29' 56" East, 18.99 feet to the point of beginning.

Containing within said bounds 0.0809 acres of land in Parcel 118-12-008.

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

RX250
Rev. 04/03

ATTACHMENT D

PID
PARCEL
CTY-RTE-SEC
Version Date

176T
GCRTA-PROJ.38-CO3
December 17, 2004

Page 2 of 2

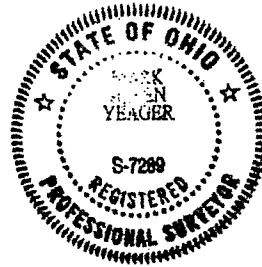
The stations referred to herein are from the centerline of right of way of Euclid Avenue.

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

Date:

12/17/04

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



RX 270
Rev. 04/03

PID
PARCEL 176SH
CTY-RTE-SEC GCRTA-PROJ. 38-CO3
Version Date December 17, 2004

**PARCEL 176-SH
GCRTA-PROJ. 38-CO3
PERPETUAL EASEMENT FOR HIGHWAY PURPOSES
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS**

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

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

Situated in the City of Cleveland, County of Cuyahoga, and State of Ohio and being known as a part of Original 100 Acre Lot No. 337, being also a part of lands conveyed to RBR Properties, LTD. by Instrument No. 200001110181 on file in the Cuyahoga County Recorder's Office and being a parcel of land lying on the right side of the centerline of right of way of Euclid Avenue, bounded and described as follows;

Beginning at the northwesterly corner of the grantor and on the southerly right of way of Euclid Avenue at 40.00 feet right of centerline of right of way of Euclid Avenue Station 227+56.82;

- 1) Thence South 87° 08' 46" East along said right of way, 84.65 feet to a point 40.00 feet right of centerline of right of way of Euclid Avenue Station 228+39.73;
- 2) Thence leaving said right of way South 14° 29' 56" West, 18.99 feet to a point 58.60 feet right of centerline of right of way of Euclid Avenue Station 228+35.90;
- 3) Thence North 88° 36' 47" West, 79.33 feet to a point on the easterly line of lands conveyed to Royal Ice Cream Co. by Volume 93-11939 Page 8 on file in the Cuyahoga County Recorder's Office at 60.63 feet right of centerline of right of way of Euclid Avenue Station 227+58.33;
- 4) Thence North 01° 19' 39" West along said line, 20.69 feet to the point of beginning.

Containing within said bounds 0.0369 acres of land in Parcel 118-12-008.

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

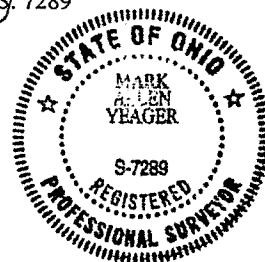
The stations referred to herein are from the centerline of right of way of Euclid Avenue.

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

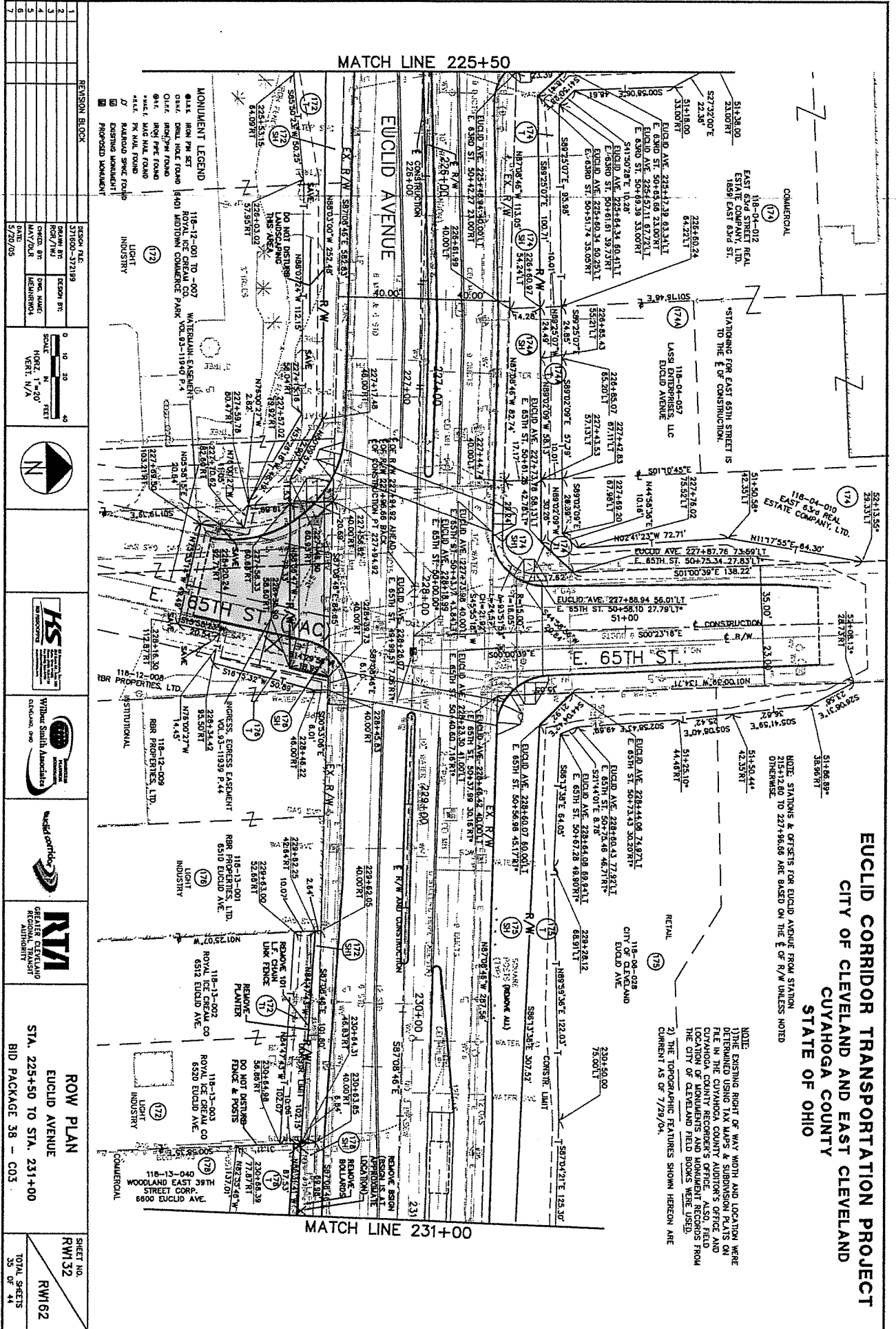
Date:

12/17/04

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



MATCH LINE 225+50



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

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

NOTE: STATIONS & OFFSETS FOR EUCLID AVENUE FROM STATION 215+12.80 TO 227+96.66 ARE BASED ON THE E OF R/W UNLESS NOTED OTHERWISE

1	REVISION BLOCK	DESIGN FILE	3/17/00-3/17/00
2		DESIGN FILE	3/17/00-3/17/00
3		DESIGN FILE	3/17/00-3/17/00
4		DESIGN FILE	3/17/00-3/17/00
5		DESIGN FILE	3/17/00-3/17/00
6		DESIGN FILE	3/17/00-3/17/00
7		DESIGN FILE	3/17/00-3/17/00

0	10	20	40
SCALE			
HORIZ. 1" = 20'			
VERT. 1" = 10'			

HKS ARCHITECTS 11000 EAST 12TH AVE. CLEVELAND, OH 44115	RTM GREATER CLEVELAND REGIONAL AUTHORITY 11000 EAST 12TH AVE. CLEVELAND, OH 44115

ROW PLAN EUCLID AVENUE STA. 225+50 TO STA. 231+00 BID PACKAGE 38 - C03	SHEET NO. RW132 RW162 TOTAL SHEETS 35 OF 44
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**PARCEL 185-T
GCRTA-PROJ.38-CO3
TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY FOR
ROADWAY CONSTRUCTION
FOR APPROXIMATELY 24 MONTHS FROM THE DATE OF ENTRY**

Situated in the City of Cleveland, County of Cuyahoga, State of Ohio, and known as being a part of Original 100 Acre Lot 338, also a part of the lands conveyed to Richard B. Cohen by Volume 97-03061, Page 23 on file in the Cuyahoga County Recorder's Office and being a parcel of land lying on the right side of the centerline of right of way and construction of Euclid Avenue, bounded and described as follows;

Beginning at a point on the westerly line of the grantor at 50.00 feet right of centerline of right of way and construction of Euclid Avenue Station 234+65.20;

- 1) Thence South 86° 55' 22" East, 264.66 feet to a point on the westerly line of lands conveyed to 6820 Euclid, Ltd. by Volume 96-97094, Page 2 on file in the Cuyahoga County Recorder's Office at 50.00 feet right of centerline of right of way and construction of Euclid Avenue Station 237+29.86;
- 2) Thence South 00° 58' 35" East along said line, 16.12 feet to a point 66.08 feet right of centerline of right of way and construction of Euclid Avenue Station 237+31.00;
- 3) Thence leaving said line, North 86° 59' 24" West, 198.48 feet to a point 66.31 feet right of centerline of right of way and construction of Euclid Avenue Station 235+32.52;
- 4) Thence South 00° 58' 35" East, 23.75 feet to a point 90.00 feet right of centerline of right of way and construction of Euclid Avenue Station 235+34.20;
- 5) Thence South 88° 43' 47" West, 65.96 feet to a point on the easterly line of lands conveyed to 6620 Euclid Avenue, Ltd. by Instrument No. 200111130628 on file in the Cuyahoga County Recorder's Office at 95.00 feet right of centerline of right of way and construction of Euclid Avenue Station 234+68.43;
- 6) Thence North 01° 01' 22" West along said line, 45.12 feet to the point of beginning.

Containing within said bounds 0.1383 acres of land, of which 0.0645 acres of land lies in Parcel 118-13-008 and 0.0738 acres lies in 118-13-009.

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

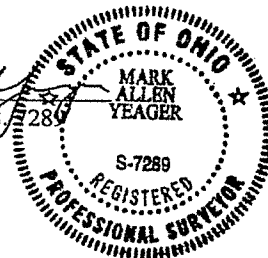
The stations referred to herein are from the centerline of right of way and construction of Euclid Avenue.

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

Date:

11/3/04

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



**PARCEL 185-SH
GCRТА-PROJ. 38-CO3
PERPETUAL EASEMENT FOR HIGHWAY PURPOSES
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS**

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

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

Situated in the City of Cleveland, County of Cuyahoga, State of Ohio, and known as being a part of Original 100 Acre Lot 338, also a part of the lands conveyed to Richard B. Cohen by Volume 97-03061, Page 23 on file in the Cuyahoga County Recorder's Office and being a parcel of land lying on the right side of the centerline of right of way and construction of Euclid Avenue, bounded and described as follows;

Commencing at the intersection of the centerline of right of way and construction of East 66th Street and the centerline of right of way and construction of Euclid Avenue at Euclid Avenue Station 232+20.81 and East 66th Street Station 50+00.00, thence South 86° 55' 22" East along the centerline of right of way and construction of Euclid Avenue, 243.67 feet to a point, thence leaving said centerline, South 03° 04' 38" West, 40.00 feet to a point on the southerly right of way of Euclid Avenue and the **True Point of Beginning** for the parcel herein described; said point being the northwesterly corner of the grantor at 40.00 feet right of centerline of right of way and construction of Euclid Avenue Station 234+64.48;

- 1) Thence South 86° 55' 22" East along said right of way, 264.67 feet to a point 40.00 feet right of centerline of right of way and construction of Euclid Avenue Station 237+29.15;
- 2) Thence leaving said right of way, South 00° 58' 35" East along the westerly line of lands conveyed to 6820 Euclid, Ltd. by Volume 96-97094, Page 2 on file in the Cuyahoga County Recorder's Office, 10.03 feet to a point 50.00 feet right of centerline of right of way and construction of Euclid Avenue Station 237+29.86;
- 3) Thence leaving said line, North 86° 55' 22" West, 264.66 feet to a point on the easterly line of lands conveyed to 6620 Euclid Avenue, Ltd. by Instrument No. 200111130628 on file in the Cuyahoga County Recorder's Office at 50.00 feet right of centerline of right of way and construction of Euclid Avenue Station 234+65.20;
- 4) Thence North 01° 01' 22" West along said line, 10.03 feet to the point of beginning.

Containing within said bounds 0.0608 acres of land, of which 0.0152 acres of land lies in Parcel 118-13-008 and 0.0456 acres in Parcel 118-13-009.

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

The stations referred to herein are from the centerline of right of way and construction of Euclid Avenue and the centerline of right of way and construction of East 66th Street.

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

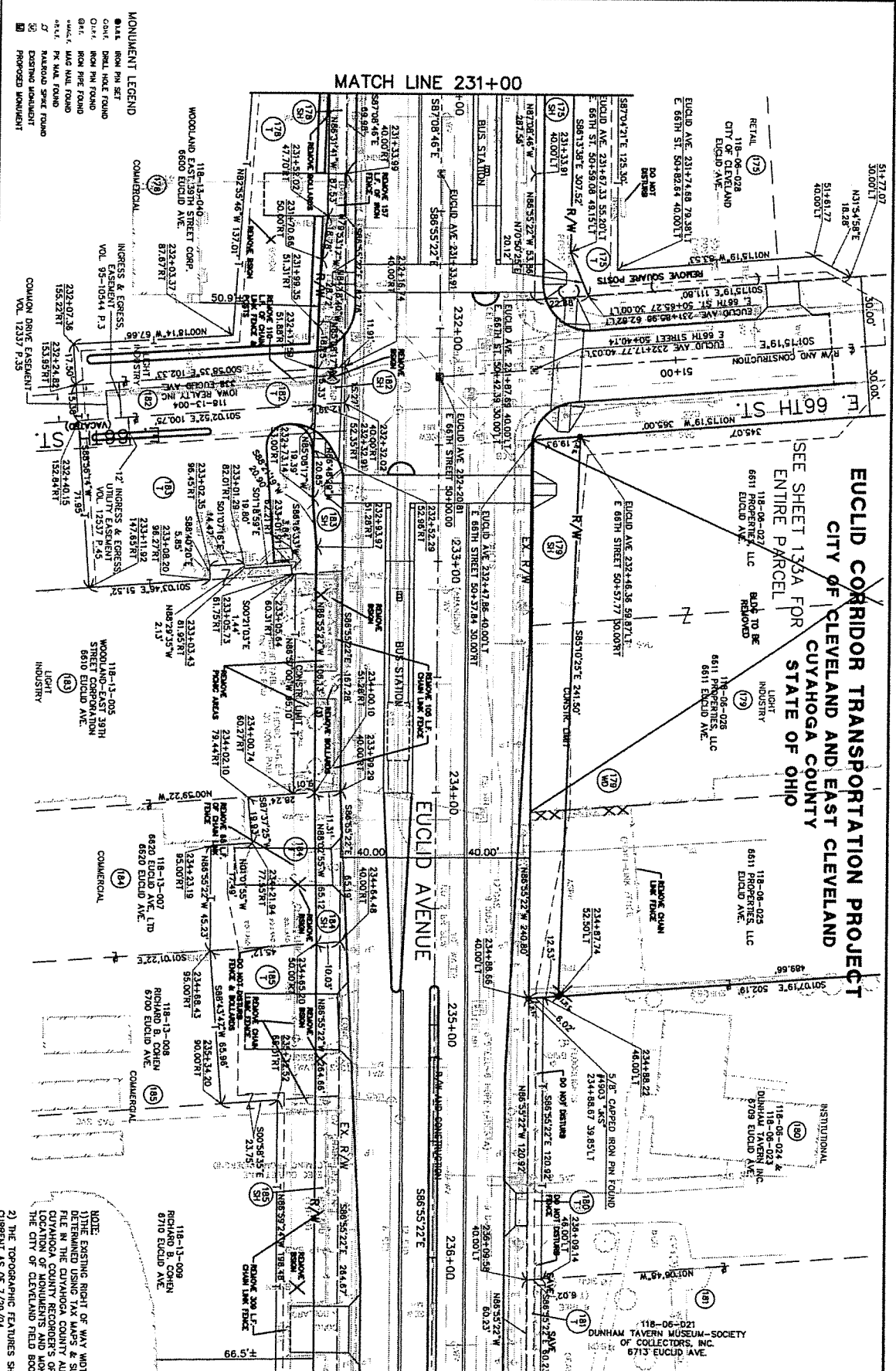
Date:

11/10/04

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



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



MATCH LINE 231+00

MATCH LINE 236+50

- MONUMENT LEGEND**
- IRON PIN SET
 - BRASS BOLT FOUND
 - IRON PIN FOUND
 - IRON PIPE FOUND
 - IRON ROD FOUND
 - IRON ROD FOUND
 - IRON ROD FOUND
 - IRON ROD FOUND
 - IRON ROD FOUND
 - IRON ROD FOUND

REVISION BLOCK

NO.	DESCRIPTION	DATE
1	ISSUED FOR BIDDING	11/15/04
2	REVISED TO SHOW PROPOSED IMPROVEMENTS	11/15/04
3	REVISED TO SHOW PROPOSED IMPROVEMENTS	11/15/04
4	REVISED TO SHOW PROPOSED IMPROVEMENTS	11/15/04
5	REVISED TO SHOW PROPOSED IMPROVEMENTS	11/15/04
6	REVISED TO SHOW PROPOSED IMPROVEMENTS	11/15/04
7	REVISED TO SHOW PROPOSED IMPROVEMENTS	11/15/04

PERSONNEL

DESIGNER	SKETCHED	CHECKED	DATE
3/10/04	3/10/04	3/10/04	3/10/04

SCALE: HORIZ. 1"=30' VERT. N/A

WOODLAND EAST 29TH STREET CORP.
8050 EUCLED AVE.
6787 RT

12' INGRESS & EGRESS
EASEMENT FOR P. 3
VOL. 95-1044 P.3

WOODLAND-EAST 39TH STREET CORPORATION
5810 EUCLED AVE.
6810 EUCLED AVE.

118-08-022 LLC
6611 EUCLED AVE.
6611 EUCLED AVE.

118-08-022 LLC
6611 EUCLED AVE.
6611 EUCLED AVE.

DUNHAM TAVERN SOCIETY OF COLLECTORS, INC.
6713 EUCLED AVE.

ROW PLAN
EUCLED AVENUE
STA. 231+00 TO STA. 236+50
BID PACKAGE 38 - C03

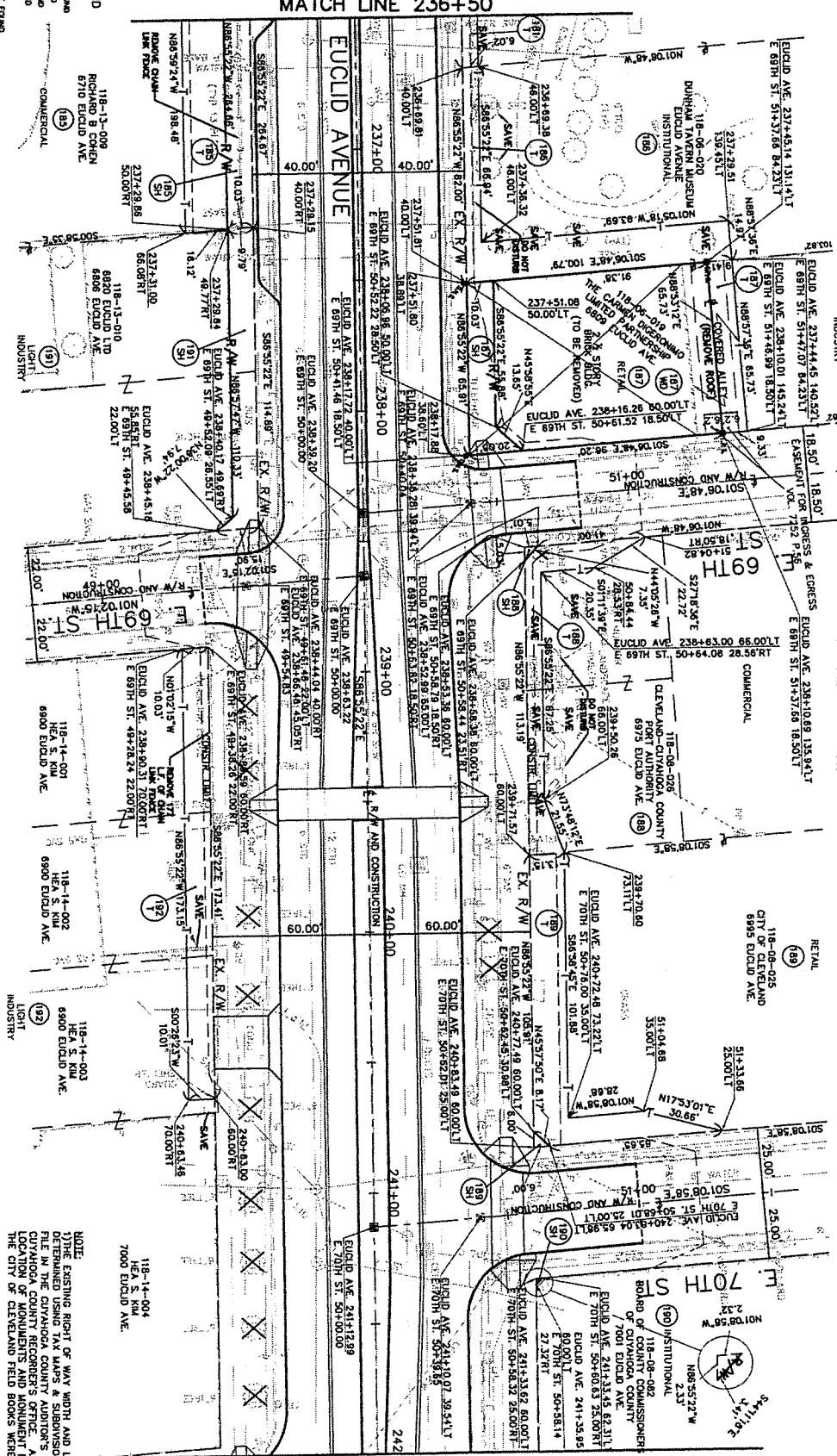
SHEET NO. RW133
TOTAL SHEETS 38 OF 41

ATTACHMEN

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

MATCH LINE 236+50

MATCH LINE 242+00

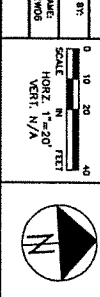


MONUMENT LEGEND

- 1/4" IRON PIN SET
- 1/4" IRON PIN SET
- 1/4" IRON PIN SET
- △ 1/4" IRON PIN SET
- ▽ 1/4" IRON PIN SET
- ◇ 1/4" IRON PIN SET
- 1/4" IRON PIN SET
- 1/4" IRON PIN SET
- △ 1/4" IRON PIN SET
- ▽ 1/4" IRON PIN SET
- ◇ 1/4" IRON PIN SET
- 1/4" IRON PIN SET
- 1/4" IRON PIN SET
- △ 1/4" IRON PIN SET
- ▽ 1/4" IRON PIN SET
- ◇ 1/4" IRON PIN SET

REVISION BLOCK

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMITTING	7/19/05
2	REVISED TO REFLECT PERMITTING	7/19/05
3	REVISED TO REFLECT PERMITTING	7/19/05
4	REVISED TO REFLECT PERMITTING	7/19/05
5	REVISED TO REFLECT PERMITTING	7/19/05
6	REVISED TO REFLECT PERMITTING	7/19/05
7	REVISED TO REFLECT PERMITTING	7/19/05



ROW PLAN
EUCLID AVENUE
STA. 236+50 TO STA. 242+00
BID PACKAGE 38 - C03

SHEET NO. **RW134**
 TOTAL SHEETS **38 OF 44**
 SHEET NO. **RW162**

NOTE:
 1) THE EXISTING RIGHT OF WAY WIDTH AND LOCATION WERE OBTAINED FROM THE CITY OF CLEVELAND PUBLIC WORKS DIVISION. ALL DIMENSIONS AND LOCATIONS ARE SUBJECT TO THE CITY OF CLEVELAND PUBLIC WORKS DIVISION RECORDS AND FIELD SURVEY. ALSO, FIELD SURVEY OF MONUMENTS AND MONUMENT RECORDS FROM THE CITY OF CLEVELAND FIELD AND BOOKS WERE USED.
 2) THE TOPOGRAPHIC FEATURES SHOWN HEREON ARE CURRENT AS OF 7/29/04.

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)
111SH	103-06-028	C03	Scripps Howard Radio, Inc	Permanent Easement	0.0000	0.0109	0.0000
111T	103-06-028	C03	Scripps Howard Radio, Inc	Temporary Easement	0.0000	0.0000	0.0471
133T	103-07-007	C03	The American National Red Cross	Temporary Easement	0.0000	0.0000	0.0230
172SH	118-11-012 Thru 118-11-014, 118-12-001 Thru 118-12-007	C03	Royal Ice Cream Co.	Permanent Easement	0.0000	0.2884	0.0000
172SH1	118-13-002 and 118-13-003	C03	Royal Ice Cream Co.	Permanent Easement	0.0000	0.0111	0.0000
172T	118-11-012 Thru 118-11-014, 118-12-001 Thru 118-12-007	C03	Royal Ice Cream Co.	Temporary Easement	0.0000	0.0000	0.3994
172T1	118-13-002 and 118-13-003	C03	Royal Ice Cream Co.	Temporary Easement	0.0000	0.0000	0.0234
176SH	118-12-008	C03	RPB Properties, LTD	Permanent Easement	0.0000	0.0369	0.0000
176T	118-12-008	C03	RPB Properties, LTD	Temporary Easement	0.0000	0.0000	0.0809

185SH	118-13-008 & 118-13-009	C03	Richard B. Cohen	Permanent Easement	0.0000	0.0608	0.0000
185T	118-13-008 & 118-13-009	C03	Richard B. Cohen	Temporary Easement	0.0000	0.0000	0.1383



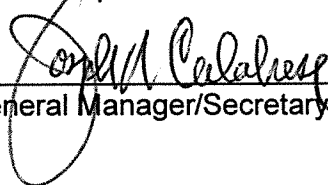
Greater Cleveland Regional Transit Authority
STAFF SUMMARY AND COMMENTS

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 \$259,475.00 (RTA DEVELOPMENT FUND, EUCLID CORRIDOR TRANSPORTATION PROJECT DEPARTMENT BUDGET).	Resolution No.: 2005-188
	Date: December 15, 2005
	Initiator: Euclid Corridor Transportation Project
ACTION REQUEST: <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 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-03.
- 2.0 DESCRIPTION/JUSTIFICATION: These properties are vital for right-of-way needed for the first phase of construction of the Euclid Corridor Transportation Project. This site must be acquired for the purpose of making and repairing roads to better improve public transportation in Cleveland and the acquisition of right-of-way in conjunction therewith. Construction is anticipated to commence in the first 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 line item 13.75.91 in the amount of \$162,171.88 and Capital Grant OH-90-X484-01 line item 13.75.91 in the amount of \$97,303.13 for a total amount of \$259,475.00 (\$207,580.00 in Federal funds which represents 80% of the total cost). Federal funds under Capital Grant OH-90-X484-01 are made available through the Ohio Department of Transportation. 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: Purchase Agreements (Attachments A and E).

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



CEO, General Manager/Secretary-Treasurer

OFFER TO PURCHASE RIGHT OF WAY AND EASEMENTParcel(s) 111 SH, TCleveland, Ohio, Nov. 9 2005

1. The Greater Cleveland Regional Transit Authority ("GCRTA") ("Buyer") hereby offers to buy from Scripps-Howard Radio, Inc. nka Scripps Howard Broadcasting Company, an Ohio Corporation ("Seller") the easement and easement rights over, under, on, across and through that certain real property owned by Seller located at 3001 Euclid Avenue, Cleveland, Ohio, as more fully set forth in that certain Permanent Right of Way and Use Easement and that certain Temporary Right of Way and Use Easement a copy of which is attached hereto and made a part hereof as **Exhibit "A"** (the "Easement").
2. Buyer agrees to pay for the Easement the sum of \$14,425.00 (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:

U-31

If to Buyer:

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

With a copy to:

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

If to Seller:

c/o WEWS
3001 Euclid Avenue
Cleveland, Ohio 44115
Attn: Mary Z. Reed, Controller

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

BUYER:

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

WITNESS:

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

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

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

Date: _____ 200__

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

SELLER:

WITNESS:

SCRIPPS-HOWARD RADIO, INC. NKA
SCRIPPS HOWARD BROADCASTING COMPANY

Mary Z. Reed

By: William B. Peterson *WP*

Its: SVP/TELEVISION STATION GROUP

Date: November 9, 2005

EXHIBIT A

U-33

PERMANENT RIGHT OF WAY AND USE EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT: Scripps-Howard Radio, Inc. nka Scripps Howard Broadcasting Company, an Ohio Corporation, 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): 111 SH

Euclid Corridor Transportation Project / ECTP

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

Prior Instrument Reference: Vol. 8609, Page 472,
Cuyahoga County Recorder's Office.

Permanent Parcel Number 103-06-028

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 111-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)

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EXHIBIT A

RX 270
Rev. 04/03

PID
PARCEL 111SH
CTY-RTE-SEC GCRTA-PROJ. 38-CO5
Version Date November 3, 2004

PARCEL 111-SH
GCRTA-PROJ. 38-CO5
PERPETUAL EASEMENT FOR HIGHWAY PURPOSES
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS

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

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

Situated in the City of Cleveland, County of Cuyahoga, State of Ohio, and known as being a part of Original 10 Acre Lot 87, also a part of the lands conveyed to Scripps-Howard Radio, Inc. by Volume 8609, Page 472 on file in the Cuyahoga County Recorder's Office and being a parcel of land lying on the left side of the centerline of right of way and construction of Euclid Avenue, bounded and described as follows;

Beginning at the intersection of the northerly right of way of Euclid Avenue and the easterly right of way of East 30th Street at 49.50 feet left of centerline of right of way and construction of Euclid Avenue Station 168+93.43 and 30.00 feet right of centerline of right of way and construction of East 30th Street Station 50+49.58;

- 1) Thence North 08° 52' 00" West along the easterly right of way of East 30th Street, 68.04 feet to a point 117.54 feet left of centerline of right of way and construction of Euclid Avenue Station 168+93.61 and 30.00 feet right of centerline of right of way and construction of East 30th Street Station 51+17.62;
- 2) Thence leaving said right of way, South 14° 34' 38" East, 50.25 feet to a point 67.53 feet left of centerline of right of way and construction of Euclid Avenue Station 168+98.47 and 35.00 feet right of centerline of right of way and construction of East 30th Street Station 50+67.62;
- 3) Thence South 08° 52' 00" East, 13.03 feet to a point 54.50 feet left of centerline of right of way and construction of Euclid Avenue Station 168+98.44 and 35.00 feet right of centerline of right of way and construction of East 30th Street Station 50+54.59;
- 4) Thence North 80° 58' 29" East, 26.52 feet to a point 54.50 feet left of centerline of right of way and construction of Euclid Avenue Station 169+24.96 and 61.52 feet right of centerline of right of way and construction of East 30th Street Station 50+54.67;
- 5) Thence North 86° 41' 08" East, 50.25 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 169+74.96;
- 6) Thence South 80° 58' 29" West along said right of way, 81.53 feet to the point of beginning.

Containing within said bounds 0.0109 acres of land in Parcel 103-06-028.

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

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EXHIBIT A

RX 270
Rev. 04/03

PID
PARCEL 111SH
CTY-RTE-SEC GCRTA-PROJ. 38-CO5
Version Date November 3, 2004

The stations referred to herein are from the centerline of right of way and construction of Euclid Avenue and the centerline of right of way and construction of East 30th Street.

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

Date:

11/3/04

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



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EXHIBIT "B"
PERMITTED TITLE EXCEPTIONS

EASEMENTS

Name & Address	Type
Charlotte L. Andrews et al. and The City of Cleveland Vol. 2215, Page 572 Desc.: Property on the E. and W. of E. 30 th St. fronting Euclid Dated: 8-15-1919	Stipulation that the City would not adopt a grade for E. 30 th St. that would reduce the summit below current elevation without written consent of owners on both sides of summit.

EXHIBIT A

U-39

TEMPORARY RIGHT OF WAY AND USE EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT: Scripps-Howard Radio, Inc. nka Scripps Howard Broadcasting Company, an Ohio Corporation, 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): 111 T

Euclid Corridor Transportation Project / ECTP

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

Prior Instrument Reference: Vol. 8609, Page 472

Cuyahoga County Recorder's Office, Cuyahoga County Permanent Parcel No. 103-06-028

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.

Grantee represents and warrants to Grantor that Grantee's Construction Contract for work to be performed during the period of construction of the Euclid Corridor Transportation Project provides, in part, as follows:

Insurance. Prior to commencement of any work and until completion of its work under a contract, each contractor or subcontractor in any tier shall maintain the following insurance coverage, at its cost, from insurers acceptable to the GCRTA (the Grantee), giving evidence of such coverage to GCRTA prior to commencing work at the project site:

- (i) Commercial General Liability Insurance in the amount of \$10 million combined single limit each occurrence for bodily injury and/or property damage with a \$10 million per project annual aggregate. Said policy shall also include:
 - Premises / Operations coverage.
 - Personal Injury coverage.
 - Liability for independent contractors.
 - Products / Completed Operations liability insurance: This insurance must be maintained for a period of not less than 5 years from the completion of the work.
 - Contractual liability coverage insuring the "hold harmless" provision set forth in Article 11.1.
 - Liability for explosion, collapse and underground property damage.
 - Said policy shall be written on an "occurrence" basis.
 - GCRTA will accept any combination of primary CGL and Excess or Umbrella policies to meet the minimum coverage requirements above.

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 6th Street
Cleveland, Ohio 44113-1331

Attn: Kenneth E. Banks – Senior Counsel Contracts and Real Estate

With a copy to:

Greater Cleveland Regional Transit Authority
1240 West 6th Street
Cleveland, Ohio 44113-1331

Attn: James D. DeRosa – Deputy Project Manager – Real Estate

If to Grantor:

c/o WEWS
3001 Euclid Avenue
Cleveland, Ohio 44115
Attn: Mary Z. Reed, Controller

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EXHIBIT A

RX250
Rev. 04/03

PID	111T
PARCEL	GCRТА-PROJ.38-CO3
CTY-RTE-SEC	
Version Date	October 20, 2005

PARCEL 111-T
GCRТА-PROJ.38-CO3
TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY FOR
ROADWAY CONSTRUCTION
FOR APPROXIMATELY 24 MONTHS FROM THE DATE OF ENTRY

Situated in the City of Cleveland, County of Cuyahoga, State of Ohio, and known as being a part of Original 10 Acre Lot 87, also a part of the lands conveyed to Scripps-Howard Radio, Inc. by Volume 8609, Page 472 on file in the Cuyahoga County Recorder's Office and being a parcel of land lying on the left side of the centerline of right of way and construction of Euclid Avenue, bounded and described as follows;

Beginning at the southeasterly corner of the grantor and on the northerly right of way of Euclid Avenue at 49.50 feet left of centerline of right of way and construction of Euclid Avenue Station 170+48.56;

- 1) Thence South 80° 58' 29" West along said right of way, 73.60 feet to a point 49.50 feet left of centerline of right of way and construction of Euclid Avenue Station 169+74.96;
- 2) Thence leaving said right of way, South 86° 41' 08" West, 50.25 feet to a point 54.50 feet left of centerline of right of way and construction of Euclid Avenue Station 169+24.96 and 61.52 feet right of centerline of right of way and construction of East 30th Street Station 50+54.67;
- 3) Thence South 80° 58' 29" West, 26.52 feet to a point 54.50 feet left of centerline of right of way and construction of Euclid Avenue Station 168+98.44 and 35.00 feet right of centerline of right of way and construction of East 30th Street Station 50+54.59;
- 4) Thence North 08° 52' 00" West, 13.03 feet to a point 67.53 feet left of centerline of right of way and construction of Euclid Avenue Station 168+98.47 and 35.00 feet right of centerline of right of way and construction of East 30th Street Station 50+67.62;
- 5) Thence North 14° 34' 38" West, 50.25 feet to a point on the existing easterly right of way of East 30th Street at 117.54 feet left of centerline of right of way and construction of Euclid Avenue Station 168+93.61 and 30.00 feet right of centerline of right of way and construction of East 30th Street Station 51+17.62;
- 6) Thence North 08° 52' 00" West along said right of way, 87.38 feet to a point 30.00 feet right of centerline of right of way and construction of East 30th Street Station 52+05.00;
- 7) Thence leaving said right of way, South 33° 29' 47" East, 24.04 feet to a point 40.02 feet right of centerline of right of way and construction of East 30th Street Station 51+83.14;
- 8) Thence South 08° 37' 47" East, 44.82 feet to a point 39.83 feet right of centerline of right of way and construction of East 30th Street Station 51+38.32;

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EXHIBIT A

RX250
Rev. 04/03

PID	111T
PARCEL	
CTY-RTE-SEC	GCRTA-PROJ.38-CO3
Version Date	October 20, 2005

- 9) Thence South 09° 08' 41" East, 66.84 feet to a point 71.37 feet left of centerline of right of way and construction of Euclid Avenue Station 169+03.64 and 40.15 feet right of centerline of right of way and construction of East 30th Street Station 50+60.61;
- 10) Thence North 80° 33' 58" East, 3.00 feet to a point 71.39 feet left of centerline of right of way and construction of Euclid Avenue Station 169+06.64;
- 11) Thence South 09° 01' 31" East, 10.89 feet to a point 60.50 feet left of centerline of right of way and construction of Euclid Avenue Station 169+06.64;
- 12) Thence North 80° 58' 29" East, 84.74 feet to a point 60.50 feet left of centerline of right of way and construction of Euclid Avenue Station 169+91.38;
- 13) Thence South 09° 55' 01" East, 9.52 feet to a point 50.98 feet left of centerline of right of way and construction of Euclid Avenue Station 169+91.38;
- 14) Thence North 81° 08' 21" East, 57.03 feet to a point on the westerly line of lands conveyed to Nassimi Cleveland Development, Inc by Instrument No. 200111130629 on file in the Cuyahoga County Recorder's Office and at 50.82 feet left of centerline of right of way and construction of Euclid Avenue Station 170+48.56;
- 15) Thence South 09° 02' 48" East along said line, 1.32 feet to the point of beginning.

Containing within said bounds 0.0471 acres of land in Parcel 103-06-028.

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

The stations referred to herein are from the centerline of right of way and construction of Euclid Avenue and East 30th Street.

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

Date:

10/20/05

Mark A. Yeager

 Mark A. Yeager, P.S. 7289



OFFER TO PURCHASE RIGHT OF WAY AND EASEMENT

Parcel(s) 133 T

Cleveland, Ohio, 11/21 2005

1. The Greater Cleveland Regional Transit Authority ("GCRTA") ("Buyer") hereby offers to buy from The American National Red Cross, a corporation under the laws of the United States, ("Seller") the easement and easement rights over, under, on, across and through that certain real property owned by Seller located at 3675 Euclid Avenue, Cleveland, Ohio, as more fully set forth in 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 \$60,456.00 (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. 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;

9. Buyer represents and warrants to Seller as follows:

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

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

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

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

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

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

If to Buyer:

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

With a copy to:

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

If to Seller:

The American National Red Cross
Office of the General Counsel
Ninth Floor, Room NE 9031
2025 E Street, NW
Washington, DC 20006
Attention: Real Estate Counsel

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

BUYER:

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

WITNESS:

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

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

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

Date: _____ 200__

U-46

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

SELLER:

THE AMERICAN NATIONAL RED CROSS,
A CORPORATION UNDER THE LAWS OF THE UNITED STATES

WITNESS:

Jeffrey A. Sonkoy
JEFFREY A. SONKOY

Mary Alice Frank
(Signature)

By: Mary - Alice Frank

Its: Chief Executive Officer

Date: November 21, 2005

EXHIBIT A

TEMPORARY RIGHT OF WAY AND USE EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT: The American National Red Cross, a corporation under the laws of the United States, 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): 133 T

Euclid Corridor Transportation Project / ECTP

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

Prior Instrument Reference: Vol. 89-1438, Page 34 and Vol. 89-1438, Page 37
Cuyahoga County Recorder's Office,

Cuyahoga County Permanent Parcel No. 103-07-007

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 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 6th Street
Cleveland, Ohio 44113-1331
Attn: Kenneth E. Banks – Senior Counsel Contracts and Real Estate

With a copy to:

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

If to Grantor:

The American National Red Cross
Office of the General Counsel
Ninth Floor, Room NE 9031
2025 E Street, NW
Washington, DC 20006
Attention: Real Estate Counsel

U-49

EXHIBIT A

RX250
Rev. 04/03

PID	133T
PARCEL	GCRTA-PROJ.38-CO3
CTY-RTE-SEC	November 19, 2004
Version Date	

**PARCEL 133-T
GCRTA-PROJ.38-CO3
TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY FOR
ROADWAY CONSTRUCTION
FOR APPROXIMATELY 24 MONTHS FROM THE DATE OF ENTRY**

Situated in the City of Cleveland, County of Cuyahoga, and State of Ohio and being known as a part of Original 10 Acre Lot No. 91, being also a part of the land conveyed to The American National Red Cross by Volume 89-1438 Page 34 on file in the Cuyahoga County Recorder's Office and being a parcel of land lying on the left side of the centerline of right of way and construction of Euclid Avenue, bounded and described as follows;

Beginning at the southeasterly corner of the grantor and on the northerly right of way of Euclid Avenue at 49.50 feet left of centerline of right of way and construction of Euclid Avenue Station 185+24.11;

- 1) Thence South 80° 58' 29" West along said right of way 100.00 feet to a point 49.50 feet left of centerline of right of way and construction of Euclid Avenue Station 184+24.11;
- 2) Thence leaving said right of way North 09° 00' 16" West along the easterly line of land conveyed to Board of Trustees of the Ancient Accepted Scottish Rite of Freemasonry, Valley of Cleveland, an Unincorporated Association, by Volume 12751 Page 823 on file in the Cuyahoga County Recorder's Office 10.00 feet to point at 59.50 feet left of centerline of right of way and construction of Euclid Avenue Station 184+24.11;
- 3) Thence North 80° 58' 29" East, 100.00 feet to a point 59.50 feet left of centerline of right of way and construction of Euclid Avenue Station 185+24.11;
- 4) Thence South 09° 00' 16" East along the westerly line of land conveyed to The Greater Cleveland Chapter of the American National Red Cross by Volume 91-6663 Page 27 on file in the Cuyahoga County Recorder's Office 10.00 feet to the point of beginning.

Containing within said bounds 0.0230 acres of land in Parcel 103-07-007.

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 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:

11/19/04

Mark A. Yeager

Mark A. Yeager, P.S.



OFFER TO PURCHASE RIGHT OF WAY AND EASEMENT

Parcel(s) 185 SH, T

Cleveland, Ohio, 11/06 2005

1. The Greater Cleveland Regional Transit Authority ("GCRTA") ("Buyer") hereby offers to buy from Richard B. Cohen, married ("Seller") the easement and easement rights over, under, on, across and through that certain real property owned by Seller located at 6700-6710 Euclid Avenue, Cleveland, Ohio, as more fully set forth in that certain Permanent Right of Way and Use Easement and that certain Temporary Right of Way and Use Easement a copy of which is attached hereto and made a part hereof as Exhibit "A" (the "Easement").
2. Buyer agrees to pay for the Easement the sum of \$30,000.00 (the "Purchase Price") on the Closing Date (hereinafter defined) through the office of Surety Title Agency, Inc., 1010 Leader Building, Cleveland, Ohio (the "Title Company").
3. The real property encumbered by the Easement is free and clear of all liens, encumbrances, leases, rights of possession, easements, conditions and restrictions except for (i) real estate taxes and assessments, both general and special, not yet due and payable as of the Closing Date, (ii) building and zoning ordinances and (iii) such other exceptions to title (the "Permitted Exceptions") as are set forth on Exhibit "B" attached hereto and made a part hereof. As a condition to Buyer's obligation to Close, the Title Company shall furnish an ALTA Owner's Policy of Title Insurance Form 1970B (with the standard title exceptions deleted) in the amount of the purchase price (the "Title Policy") as evidence or assurance that there has been conveyed to Buyer the Easement required to be conveyed hereunder. If there have been improvements or construction within the period provided by law for the filing of mechanic's liens that could affect the Easement, then Seller shall furnish satisfactory evidence of the payment in full of all labor and materials to the Title Company.
4. When accepted this offer shall constitute an agreement ("Agreement") for the purchase and sale of the Easement. This Agreement shall serve as instructions to the Title Company. Time is of the essence.
5. The Purchase Price and the Easement (in fully executed form) are to be deposited with the Title Company on or before the Closing Date. The Closing Date for this transaction shall be selected by the Buyer and shall be no later than 120 days after the execution of this Agreement by Buyer (the "Closing Date"). On the Closing Date, the Title Company shall cause title to the real property encumbered by the Easement to be searched, and provided the Title Company will issue the Title Policy and the Title Company has received all funds and documents to be deposited hereunder, the Title Company shall cause the Easement to be filed for record and the Purchase Price disbursed in accordance with this Agreement. The Title Company also shall timely file all forms, notices and documents required to be filed with the Internal Revenue Service in connection with this transaction.
6. Title Company shall charge Buyer with the cost of the Title Policy, the Title Company fees and the cost of recording the Easement.
7. Buyer, its agents and representatives shall have the right following the acceptance date of this Agreement by Seller to enter the Easement area for purposes of undertaking inspections, tests and all other activities, including construction related to the Euclid Corridor Transportation Project.
8. Seller covenants, represents and warrants to Buyer as follows:
 - (a) Seller has the full right and authority to convey the Easement to Buyer pursuant to this Agreement and no other person or firm on behalf of Seller is a necessary party to this transaction;
 - (b) Seller is not, nor is any person or firm executing this document on behalf of Seller, included on the list of Specially Designated Nationals and Blocked Persons published by the Office of Foreign Assets Control of the U.S. Department of Treasury;
 - (c) Seller is duly organized and existing in good standing under the laws of the State of Ohio and has the exclusive right of possession of the real property subject to the Easement;
 - (d) There is not located in, on, under or about real property subject to the Easement any "Hazardous Materials", in violation of any applicable laws, ordinances, governmental rules and regulations ("Laws"); and all operations and activities on, under or about the real property encumbered by the Easement are in compliance with all Laws. For purposes hereof, "Hazardous Materials" means any substance, material or waste which is or becomes regulated by any local governmental authority, the state in which the Easement is located or the United States Government, including, but not limited to, any material or substance which is deemed to be a pollutant,

contaminant, hazardous material, hazardous substance, hazardous chemical, hazardous waste, extremely hazardous waste, toxic substance or material or restricted hazardous waste pursuant to Laws;

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

9. Buyer represents and warrants to Seller as follows:

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

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

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

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

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

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

If to Buyer:

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

With a copy to:

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

If to Seller:

Richard B. Cohen,
24815 Tunbridge Ln.
Beachwood, Ohio 44122

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

BUYER:

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

WITNESS:

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

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

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

Date: _____ 200__

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

WITNESS:

* Jeffrey A. Sankin
JEFFREY A. SANKIN

SELLER:

* Richard B. Cohen

By: Richard B. Cohen, married

* Sharon L. Cohen

Wife: Sharon L. Cohen, wife

Date: 11-8-, 2005

EXHIBIT A

TEMPORARY RIGHT OF WAY AND USE EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT: Richard B. Cohen, married the Grantor 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): 185 T

Euclid Corridor Transportation Project / ECTP

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

Prior Instrument Reference: Vol. 97-03061, Page 23,
Cuyahoga County Recorder's Office, .

Cuyahoga County Permanent Parcel No. 118-13-008 and 118-13-009

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 6th Street
Cleveland, Ohio 44113-1331
Attn: Kenneth E. Banks – Senior Counsel Contracts and Real Estate

With a copy to:

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

If to Grantor:

Richard B. Cohen
24815 Tunbridge Ln
Beachwood, Ohio 44122

U-56

EXHIBIT A

RX250
Rev. 04/03

PID
PARCEL
CTY-RTE-SEC
Version Date
185T
GCRTA-PROJ.38-CO3
November 3, 2004

PARCEL 185-T
GCRTA-PROJ.38-CO3
TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY FOR
ROADWAY CONSTRUCTION
FOR APPROXIMATELY 24 MONTHS FROM THE DATE OF ENTRY

Situated in the City of Cleveland, County of Cuyahoga, State of Ohio, and known as being a part of Original 100 Acre Lot 338, also a part of the lands conveyed to Richard B. Cohen by Volume 97-03061, Page 23 on file in the Cuyahoga County Recorder's Office and being a parcel of land lying on the right side of the centerline of right of way and construction of Euclid Avenue, bounded and described as follows;

Beginning at a point on the westerly line of the grantor at 50.00 feet right of centerline of right of way and construction of Euclid Avenue Station 234+65.20;

- 1) Thence South 86° 55' 22" East, 264.66 feet to a point on the westerly line of lands conveyed to 6820 Euclid, Ltd. by Volume 96-97094, Page 2 on file in the Cuyahoga County Recorder's Office at 50.00 feet right of centerline of right of way and construction of Euclid Avenue Station 237+29.86;
- 2) Thence South 00° 58' 35" East along said line, 16.12 feet to a point 66.08 feet right of centerline of right of way and construction of Euclid Avenue Station 237+31.00;
- 3) Thence leaving said line, North 86° 59' 24" West, 198.48 feet to a point 66.31 feet right of centerline of right of way and construction of Euclid Avenue Station 235+32.52;
- 4) Thence South 00° 58' 35" East, 23.75 feet to a point 90.00 feet right of centerline of right of way and construction of Euclid Avenue Station 235+34.20;
- 5) Thence South 88° 43' 47" West, 65.96 feet to a point on the easterly line of lands conveyed to 6620 Euclid Avenue, Ltd. by Instrument No. 200111130628 on file in the Cuyahoga County Recorder's Office at 95.00 feet right of centerline of right of way and construction of Euclid Avenue Station 234+68.43;
- 6) Thence North 01° 01' 22" West along said line, 45.12 feet to the point of beginning.

Containing within said bounds 0.1383 acres of land, of which 0.0645 acres of land lies in Parcel 118-13-008 and 0.0738 acres lies in 118-13-009.

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:

11/3/04

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

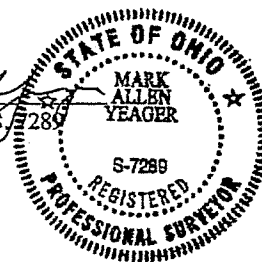


EXHIBIT A

PERMANENT RIGHT OF WAY AND USE EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT: Richard B. Cohen, married, 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): 185 SH

Euclid Corridor Transportation Project / ECTP

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

Prior Instrument Reference: Vol. 97-03061, Page 23
Cuyahoga County Recorder's Office.

Permanent Parcel Number 118-13-008 and 118-13-009

And the said Grantor(s), for himself and his successors and assigns, hereby covenants with the said Grantee, its successors and assigns, that he 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 185-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)

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EXHIBIT A

RX 270
Rev. 04/03

PID
PARCEL 185SH
CTY-RTE-SEC GCRTA-PROJ. 38-CO3
Version Date November 18, 2004

**PARCEL 185-SH
GCRTA-PROJ. 38-CO3
PERPETUAL EASEMENT FOR HIGHWAY PURPOSES
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS**

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

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

Situated in the City of Cleveland, County of Cuyahoga, State of Ohio, and known as being a part of Original 100 Acre Lot 338, also a part of the lands conveyed to Richard B. Cohen by Volume 97-03061, Page 23 on file in the Cuyahoga County Recorder's Office and being a parcel of land lying on the right side of the centerline of right of way and construction of Euclid Avenue, bounded and described as follows;

Commencing at the intersection of the centerline of right of way and construction of East 66th Street and the centerline of right of way and construction of Euclid Avenue at Euclid Avenue Station 232+20.81 and East 66th Street Station 50+00.00, thence South 86° 55' 22" East along the centerline of right of way and construction of Euclid Avenue, 243.67 feet to a point, thence leaving said centerline, South 03° 04' 38" West, 40.00 feet to a point on the southerly right of way of Euclid Avenue and the **True Point of Beginning** for the parcel herein described; said point being the northwesterly corner of the grantor at 40.00 feet right of centerline of right of way and construction of Euclid Avenue Station 234+64.48;

- 1) Thence South 86° 55' 22" East along said right of way, 264.67 feet to a point 40.00 feet right of centerline of right of way and construction of Euclid Avenue Station 237+29.15;
- 2) Thence leaving said right of way, South 00° 58' 35" East along the westerly line of lands conveyed to 6820 Euclid, Ltd. by Volume 96-97094, Page 2 on file in the Cuyahoga County Recorder's Office, 10.03 feet to a point 50.00 feet right of centerline of right of way and construction of Euclid Avenue Station 237+29.86;
- 3) Thence leaving said line, North 86° 55' 22" West, 264.66 feet to a point on the easterly line of lands conveyed to 6620 Euclid Avenue, Ltd. by Instrument No. 200111130628 on file in the Cuyahoga County Recorder's Office at 50.00 feet right of centerline of right of way and construction of Euclid Avenue Station 234+65.20;
- 4) Thence North 01° 01' 22" West along said line, 10.03 feet to the point of beginning.

Containing within said bounds 0.0608 acres of land, of which 0.0152 acres of land lies in Parcel 118-13-008 and 0.0456 acres in Parcel 118-13-009.

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

The stations referred to herein are from the centerline of right of way and construction of Euclid Avenue and the centerline of right of way and construction of East 66th Street.

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

Date:

11/10/04

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



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EXHIBIT "B"
PERMITTED TITLE EXCEPTIONS

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

- * The captioned premises are subject to a set back line restriction shown on deed vol. 412, Page 94 recorded 4-22-1887.
(See commitment for copy)