

RESOLUTION NO. 2006-133

AUTHORIZING THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY TO ENTER INTO PURCHASE AGREEMENTS TO PURCHASE PERMANENT AND TEMPORARY EASEMENTS FOR THE EUCLID CORRIDOR TRANSPORTATION PROJECT IN THE HEREINAFTER-DESCRIBED PARCELS, DECLARING THE NECESSITY THEREFOR 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 \$60,325.00 (RTA DEVELOPMENT FUND, EUCLID CORRIDOR TRANSPORTATION PROJECT DEPARTMENT BUDGET)

WHEREAS, the Greater Cleveland Regional Transit Authority requires property acquisition for the purpose of making and repairing roads to better improve public transportation in Cleveland and the acquisition of right-of-way in conjunction therewith; and

WHEREAS, the Greater Cleveland Regional Transit Authority plans to construct the Euclid Corridor Transportation Project – bid package C-04 on a portion of this site and therefore must acquire permanent and temporary easements from the following parcels: A.) Parcel 276 located at the corner of Euclid Avenue and University Hospital Drive and B.) Parcel 282 located at 11214 Euclid Avenue; and

WHEREAS, A.) University Hospital Health System, Inc. is the owner of Parcel 276 and B.) University Hospital Health System, Inc. is the owner of Parcel 282, 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 these properties as determined by the property appraisal reports. A Review Appraiser approved the Fair Market Value Estimate in the appraisal reports; 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.) University Hospital Health System, Inc. in the amount of \$15,550.00 and B.) University Hospital Health System, Inc. in the amount of \$44,775.00.

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 \$60,325.00 is based upon the fair market value of these properties as determined by the property appraisal reports, 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 \$37,703.13 and Capital Grant OH-90-X484-01 in the amount of \$22,621.87 for a total amount of \$60,325.00 (\$48,260.00 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 are necessary to carry out the Euclid Corridor Transportation Project.

Section 5. That this resolution shall become effective immediately upon its adoption.

Attachment: Maps and legal descriptions (Attachment A and B)
Property Interest spreadsheet (Attachment C)

Adopted: July 18 , 2006

President

Attest: _____
CEO, General Manager/Secretary-Treasurer



Greater Cleveland Regional Transit Authority
STAFF SUMMARY AND COMMENTS

<p>AUTHORIZING THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY TO ENTER INTO PURCHASE AGREEMENTS TO PURCHASE PERMANENT AND TEMPORARY EASEMENTS FOR THE EUCLID CORRIDOR TRANSPORTATION PROJECT IN THE HEREINAFTER-DESCRIBED PARCELS, DECLARING THE NECESSITY THEREFOR 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 \$60,325.00 (RTA DEVELOPMENT FUND, EUCLID CORRIDOR TRANSPORTATION PROJECT DEPARTMENT BUDGET)</p>	<p>Resolution No.: 2006-133</p>
	<p>Date: July 13, 2006</p>
	<p>Initiator: Euclid Corridor Transportation Project</p>
<p>ACTION REQUEST:</p> <p><input type="checkbox"/> Approval <input type="checkbox"/> Review/Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other _____</p>	

- 1.0 PURPOSE/SCOPE: The purpose of entering into these 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-04.
- 2.0 DESCRIPTION/JUSTIFICATION: These properties are vital for right-of-way needed for the third phase of construction of the Euclid Corridor Transportation Project. These sites must be acquired for the purpose of making and repairing roads to better improve public transportation in Cleveland and the acquisition of right-of-way in conjunction therewith. Construction is anticipated to commence in the third quarter of 2006.
- 3.0 PROCUREMENT BACKGROUND: Does Not Apply.
- 4.0 DBE/AFFIRMATIVE ACTION BACKGROUND: Does Not Apply.
- 5.0 POLICY IMPACT: This is consistent with GCRTA’s Real Estate Policy, which states that the Board must approve all acquisition of permanent easements with a value in excess of \$2,500.00. It also complies with the ECTP Real Estate Acquisition Policy Manual (RAMP) and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.
- 6.0 ECONOMIC IMPACT: The purchase price is payable from the RTA Development Fund, Euclid Corridor Transportation Project Department Budget, including but not limited to Capital Grant OH-03-0247 line item 13.75.91 in the amount of \$37,703.13 and Capital Grant OH-90-X484-01 line item 13.75.91 in the amount of \$22,621.87 for a total amount of \$60,325.00 (\$48,260.00 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 reports. A Review Appraiser approved the Fair Market Value Estimate in the appraisal reports. The Federal Transit Administration approved the Greater Cleveland Regional Transit Authority’s settlement authority, within which each 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 July 11, 2006 meeting and recommended approval by the Board of Trustees. Staff recommends that the Board of Trustees approve the resolution to authorize the purchase of these properties.
- 9.0 ATTACHMENTS: Purchase Agreements (Attachment A and B).

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 EASEMENT

Parcel(s) 276 SH, T

Cleveland, Ohio, _____ 200__

1. The Greater Cleveland Regional Transit Authority ("GCRTA") ("Buyer") hereby offers to buy from University Hospitals of Cleveland, an Ohio Non-Profit Corporation nka University Hospitals Health System, Inc., an Ohio Non-Profit Corporation ("Seller") the easement and easement rights over, under, on, across and through that certain real property owned by Seller located at 11214 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 \$15,550.00 (the "Purchase Price") on the Closing Date (hereinafter defined) through the office of Surety Title Agency, Inc., 1010 Leader Building, Cleveland, Ohio (the "Title Company").
3. The real property encumbered by the Easement is free and clear of all liens, encumbrances, leases, rights of possession, easements, conditions and restrictions except for (i) real estate taxes and assessments, both general and special, not yet due and payable as of the Closing Date, (ii) building and zoning ordinances and (iii) such other exceptions to title (the "Permitted Exceptions") as are set forth on **Exhibit "B"** and the schedules to the Title Policy 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 closing of this Agreement and recordation of the Easement 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 subject to the limitations and conditions set forth in the Easement.
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 subject to any matters reflected on attached schedules to the Title Policy;
 - (d) There is to the best of Seller's knowledge 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 to the best of Seller's knowledge 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:

University Hospitals Health System, Inc.
10524 Euclid Avenue, Suite 1170
Cleveland, OH 44106
Attn: Vice President, Real Estate

With a copy to by the same means to:

University Hospitals Health System, Inc.,
10524 Euclid Avenue
Cleveland, OH 44106
Attn: Senior Vice President & General Counsel

With a copy by the same means to:

University Hospitals Health System, Inc.,
11100 Euclid Avenue, Lakeside 1026
Cleveland, OH 44106
Attn: Senior Vice President System Services

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:

**UNIVERSITY HOSPITALS OF CLEVELAND, AN OHIO NON-
PROFIT CORPORATION NKA UNIVERSITY HOSPITALS
HEALTH SYSTEM, INC, AN OHIO NON-PROFIT
CORPORATION**

WITNESS:

(Signature)

By: _____

Its: _____

Date: _____, 200__

EXHIBIT A

PERMANENT RIGHT OF WAY AND USE EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT: University Hospitals of Cleveland, an Ohio Non-Profit Corporation nka University Hospitals Health System, Inc, an Ohio Non-Profit 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): 276 SH

Euclid Corridor Transportation Project / ECTP

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

Prior Instrument Reference: Volume 15691, Page 879
Cuyahoga County Recorder's Office.

Permanent Parcel Number 121-08-007

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

made a part hereof and that Grantor(s) will warrant and defend the same against all claims of all persons whomsoever.

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

The grant of this Easement is contingent upon Grantee commencing its work on the property which is the subject to this Easement on or before January 1, 2011 and substantially completing such work within twenty-four (24) months thereafter. In the event that this Easement should be deemed null and void by reason of Grantee's failure to timely commence and complete its work as herein above described then Grantor shall refund to Grantee the money paid by the Grantee for the real property interest acquired by Grantee pursuant to this Easement.

Grantee understands that Grantor plans to cause substantial demolition of existing facilities and to cause new construction to occur in areas proximate to or adjacent to the property which is subject to this Easement. Grantee agrees to cooperate with Grantor so that Grantor will have access to the property which is subject to this Easement so that the use of the property which is subject to this Easement by Grantee does not unreasonably interfere with Grantor's work on its property, including but not limited to, crossing over and under the property which is subject to this Easement for the purposes of staging, ingress and egress and for shut off and connection of utilities such as telecommunications, gas, water, sewer and electric services.

IN WITNESS WHEREOF, University Hospitals Health System, Inc., an Ohio Non-Profit Corporation , has caused its name to be subscribed by _____, its duly authorized agent, on the _____ day of _____, 2006.

UNIVERSITY HOSPITALS OF CLEVELAND, AN
OHIO NON-PROFIT CORPORATION NKA
UNIVERSITY HOSPITALS HEALTH SYSTEM, INC.
AN OHIO NON-PROFIT CORPORATION

By: _____

STATE OF OHIO, COUNTY OF _____ SS:

BE IT REMEMBERED, that on the _____ day of _____, 2006, before me the subscriber, a Notary Public in and for said state and county, personally came the above named _____, who acknowledged being the duly authorized agent of University Hospitals Health System, Inc., an Ohio Non-Profit Corporation , who signed or acknowledged the signing of the foregoing instrument to be the voluntary act and deed of said entity.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

NOTARY PUBLIC
My Commission expires: _____

EXHIBIT A

**PARCEL 276-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)

EXHIBIT A

RX 270
Rev. 04/03

PID
PARCEL 276SH
CTY-RTE-SEC GCRTA-PROJ. 38-CO4
Version Date June 27, 2005

**PARCEL 276-SH
GCRTA-PROJ. 38-CO4
PERPETUAL EASEMENT FOR HIGHWAY PURPOSES
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS**

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

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

Situated in the City of Cleveland, County of Cuyahoga, and State of Ohio and known as being part of Original 100 Acre Lot 403 and a part of Sublot 131 in the Martha C. Ford's Abington Road Subdivision as shown on the record plat in Volume 30, Page 29 on file in the Cuyahoga County Plat Records, also a part of vacated Abington Road, vacated by Ordinance No. 2679-889 and a part of the lands conveyed to the University Hospitals of Cleveland by Volume 15691, Page 879 on file in the Cuyahoga County Recorder's Office and being a parcel of land lying on the right side of the centerline of right of way and construction of Euclid Avenue, bounded and described as follows;

Beginning at the intersection of the centerline of vacated Abington Road with the easterly right of way of Euclid Avenue at 50.00 feet right of centerline of right of way and construction of Euclid Avenue Station 339+65.22;

- 1) Thence leaving said right of way and along said vacated centerline, South 47° 04' 46" East, 6.70 feet to a point 56.70 feet right of centerline of right of way and construction of Euclid Avenue Station 339+65.22;
- 2) Thence leaving said centerline, South 42° 54' 58" West, 30.03 feet to a point 56.69 feet right of centerline of right of way and construction of Euclid Avenue Station 339+35.19;
- 3) Thence North 89° 45' 43" West, 9.10 feet to a point on the easterly right of way of Euclid Avenue at 50.00 feet right of centerline of right of way and construction of Euclid Avenue Station 339+29.02;
- 4) Thence North 42° 54' 20" East along said right of way, 36.20 feet to the point of beginning.

Containing within said bounds 0.0051 acres of land in Parcel 120-08-007.

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:

6/29/05

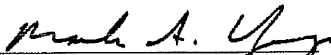

Mark A. Yeager, P.S. 7289



EXHIBIT "B"
PERMITTED TITLE EXCEPTIONS

RESTRICTIONS, COVENANTS AND CONDITIONS

Recorded in Volume 4210, Page 93; Volume 4214, Page 92; Volume 4214, Page 651; Volume 4232, Page 359; Volume 4232, Page 362; Volume 4232, Page 364; Volume 9959, Page 233 (and modified in Volume 9966, Page 596); Volume 15691, Page 879; Volume 15691, Page 887; Volume 15691, Page 897; Volume 89-3236, Page 42; Volume 89-3236, Page 49; and Volume 90-142, Page 36.

RESERVATION

Contained in Instrument Recorded in Volume 15696, Page 169.

LEASE

Recorded in Volume 425, Page 247 from Lakeside Hospital Maternity Hospital of Cleveland, The Babies and Childrens Hospital of Cleveland, The University Hospitals of Cleveland, Consolidated as University Hospitals of Cleveland to The Day Nursery Association of Cleveland Dated 8-21-1960.

LEASE

Recorded in Volume 89-3453, Page 14 from University Hospitals Health Systems, Inc. to University Hospitals of Cleveland Dated 7-14-1989.

EASEMENTS

TYPE

Volume 4232, Page 366 From: Western Reserve University To: The Medical Center Company Dated: 4-19-1932	Easement for utilities
Volume 4232, Page 373 From: Maternity Hospital of Cleveland and Babies and Childrens Hospital of Cleveland To: The Medical Center Company Dated: 4-18-1932	Grant of easement
Volume 4232, Page 377 From: Lakeside Hospital To: The Medical Center Company Dated: 4-18-1932	Grant of easement
Volume 4232, Page 382 From: The Cleveland Trust Company To: The Medical Center Company Dated: 4-18-1932	Grant of easement
Volume 6816, Page 184 From: Victoria Massoni, a Widow and Unmarried To: James C. Adell and Marion Y. Adell Dated: 5-5-1949	Grant of Right of Way
Volume 7488, Page 362 From: University Hospitals of Cleveland Successor by Consolidation to Lakeside Hospital, Maternity Hospital of Cleveland and Babies and Childrens Hospital of Cleveland To: The Medical Center Company Dated: 10-1-1950 and 3-31-1952	Easement for utilities

EASEMENTS (cont'd)

TYPE

Volume 7642, Page 433
From: Western Reserve University
To: The Medical Center Company
Dated: 10-7-1952

Easement for tunnel

Volume 10661, Page 319
From: Edwin W. Devand and Gertrude F. Devand
To: City of Cleveland, a Municipal Corporation
Dated: 1-13-1963

Perpetual easement and right of way for water main

Volume 10661, Page 327
From: The Benjamin Rose Institute
To: City of Cleveland, a Municipal Corporation
Dated: 1-13-1963

Perpetual easement and right of way for water main

Volume 10661, Page 331
From: University Hospitals of Cleveland
To: City of Cleveland, a Municipal Corporation
Dated: 1-13-1963

Perpetual easement and right of way for water main

Volume 10661, Page 335
From: Western Reserve University
To: City of Cleveland, a Municipal Corporation
Dated: 1-13-1963

Perpetual easement and right of way for water main

Volume 10661, Page 339
From: Western Reserve University
To: City of Cleveland, a Municipal Corporation
Dated: 1-3-1963

Perpetual easement and R/W for water main

Volume 11134, Page 643
From: The Medical Center Company, a Corporation Not for Profit
To: Lakeside Hospital, Maternity Hospital of Cleveland, The Babies and Childrens Hospital of Cleveland and The University Hospitals of Cleveland, Consolidated as University Hospitals of Cleveland, a Corporation Not for Profit
Dated: 4-24-1964

Utility easement

Volume 11134, Page 649
From: Western Reserve University, a Corporation Not for Profit
To: Lakeside Hospital, Maternity Hospital of Cleveland, The Babies and Childrens Hospital of Cleveland and The University Hospitals of Cleveland, Consolidated as University Hospitals of Cleveland, a Corporation Not for Profit
Dated: 4-16-1964

Utility easement

Volume 11134, Page 655
From: Western Reserve University, a Corporation Not for Profit
To: Lakeside Hospital, Maternity Hospital of Cleveland, The Babies and Childrens Hospital of Cleveland and The University Hospitals of Cleveland, Consolidated as University Hospitals of Cleveland, a Corporation Not for Profit
Dated: 4-16-1964

Utility easement

EASEMENTS (cont'd)

TYPE

Volume 11134, Page 661
From: Board of County Commissioners of Cuyahoga County, Ohio
To: Lakeside Hospital, Maternity Hospital of Cleveland, The Babies and Childrens Hospital of Cleveland and The University Hospitals of Cleveland, Consolidated as University Hospitals of Cleveland, a Corporation Not for Profit
Dated: 4-16-1964

Utility easement

Volume 11134, Page 667
From: Western Reserve University, a Corporation Not for Profit
To: Lakeside Hospital, Maternity Hospital of Cleveland, The Babies and Childrens Hospital of Cleveland and The University Hospitals of Cleveland, Consolidated as University Hospitals of Cleveland, a Corporation Not for Profit
Dated: 4-16-1964

Utility easement

Volume 11134, Page 673
From: Western Reserve University, a Corporation Not for Profit
To: Lakeside Hospital, Maternity Hospital of Cleveland, The Babies and Childrens Hospital of Cleveland and The University Hospitals of Cleveland, Consolidated as University Hospitals of Cleveland, a Corporation Not for Profit
Dated: 4-16-1964

Utility easement

Volume 4, Page 217
Name: University Hospitals of Cleveland, an Ohio Not for Profit Corporation, Hanna Perkins School, an Ohio Not for Profit Corporation and Center for Human Services, an Ohio Not for Profit Corporation
Dated: 11-4-1982

Easement agreement

Volume 34, Page 801
Name: University Hospitals of Cleveland, an Ohio Corporation Not for Profit, Case Western Reserve University, an Ohio Corporation Not for Profit
Dated: 2-10-1983

Easement agreement

Volume 242, Page 203
From: University Hospitals of Cleveland
To: City of Cleveland at the Request of Case Western Reserve University
Dated: 8-15-1983

Deed of Easement

EXHIBIT A

TEMPORARY RIGHT OF WAY AND USE EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT: University Hospitals of Cleveland, an Ohio Non-Profit Corporation nka University Hospitals Health System, Inc., an Ohio Non-Profit 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): 276 T

Euclid Corridor Transportation Project / ECTP

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

Prior Instrument Reference: Volume 15691, Page 879; Volume 34, Page 797 and
Volume 5860, Page 418, Cuyahoga County Recorder's Office,

Cuyahoga County Permanent Parcel No. 121-08-007, 121-08-008 and 121-08-009

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, provided however that work must commence, if at all, on or before January 1, 2011, and end within twenty-four (24) months thereafter. In the event that this Easement should be deemed null and void by reason of Grantee's failure to timely commence and complete its work as herein above described then Grantor shall refund to Grantee the money paid by the Grantee for the real property interest acquired by Grantee pursuant to this Easement.

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 together with repair by Grantee of any other damage to Grantor's property caused by Grantee.

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:

University Hospitals Health System, Inc.,
an Ohio Non-Profit Corporation
10524 Euclid Avenue, Suite 1170
Cleveland, OH 44106

Attn: Vice President, Real Estate

With a copy to by the same means to:

University Hospitals Health System, Inc.,
an Ohio Non-Profit Corporation
10524 Euclid Avenue
Cleveland, OH 44106
Attn: Senior Vice President & General Counsel

With a copy by the same means to:

University Hospitals Health System, Inc.,
An Ohio Non-Profit Corporation
11100 Euclid Avenue, Lakeside 1026
Cleveland, OH 44106
Attn: Senior Vice President System Services

Grantee understands that Grantor plans to cause substantial demolition of existing facilities and to cause new construction to occur in areas proximate to or adjacent to the property which is subject to this Easement. Grantee agrees to cooperate with Grantor so that Grantor will have access to the property which is subject to this Easement so that the use of the property which is subject to this Easement by Grantee does not unreasonably interfere with Grantor's work on its property, including but not limited to, crossing over and under the property which is subject to this Easement for the purposes of staging, ingress and egress and for shut off and connection of utilities such as telecommunications, gas, water, sewer and electric services.

IN WITNESS WHEREOF, University Hospitals Health System, Inc., an Ohio Non-Profit Corporation , has caused its name to be subscribed by _____, its duly authorized agent, on the _____ day of _____, 2006.

UNIVERSITY HOSPITALS OF CLEVELAND, AN
OHIO NON-PROFIT CORPORATION NKA
UNIVERSITY HOSPITALS HEALTH SYSTEM, INC.
AN OHIO NON-PROFIT CORPORATION

By: _____

STATE OF OHIO, COUNTY OF _____ SS:

BE IT REMEMBERED, that on the _____ day of _____, 2006, before me the subscriber, a Notary Public in and for said state and county, personally came the above named _____, who acknowledged being the duly authorized agent of University Hospitals Health System, Inc., an Ohio Non-Profit Corporation , who signed or acknowledged the signing of the foregoing instrument to be the voluntary act and deed of said entity.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

NOTARY PUBLIC
My Commission expires: _____

EXHIBIT A

Page 1 of 2

RX250
Rev. 04/03

PID	276T
PARCEL	
CTY-RTE-SEC	GCRTA-PROJ.38-CO4
Version Date	June 29, 2005

**PARCEL 276-T
GCRTA-PROJ.38-CO4
TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY FOR
ROADWAY CONSTRUCTION
FOR APPROXIMATELY 24 MONTHS FROM THE DATE OF ENTRY**

Situated in the City of Cleveland, County of Cuyahoga, and State of Ohio and known as being part of Original 100 Acre Lot 403 and a part of Sublot's 131,132,133, and 134 in the Martha C. Ford's Abington Road Subdivision as shown on the record plat in Volume 30, Page 29 on file in the Cuyahoga County Plat Records, also a part of vacated Abington Road vacated by Ordinance No. 2679-889 and a part of the lands conveyed to the University Hospitals of Cleveland by Volume 5860, Page 418, Volume 34, Page 797 and Volume 15691, Page 879 on file in the Cuyahoga County Recorder's Office and being a parcel of land lying on the right side of the centerline of right of way and construction of Euclid Avenue, bounded and described as follows;

Beginning at the southwesterly corner of the grantor and on the easterly right of way of Euclid Avenue at 50.00 feet right of centerline of right of way and construction of Euclid Avenue Station 334+24.45;

- 1) Thence North 42° 54' 20" East along said right of way, 504.57 feet to a point 50.00 feet right of centerline of right of way and construction of Euclid Avenue Station 339+29.02;
- 2) Thence leaving said right of way, South 89° 47' 06" East, 9.10 feet to a point 56.69 feet right of centerline of right of way and construction of Euclid Avenue Station 339+35.20;
- 3) Thence North 42° 54' 58" East, 30.03 feet to a point on the centerline of vacated Abington Road at 56.70 feet right of centerline of right of way and construction of Euclid Avenue Station 339+65.22;
- 4) Thence South 47° 04' 46" East along said centerline, 10.95 feet to a point 67.65 feet right of centerline of right of way and construction of Euclid Avenue Station 339+65.22;
- 5) Thence leaving said centerline, South 42° 56' 02" West, 33.54 feet to a point 67.63 feet right of centerline of right of way and construction of Euclid Avenue Station 339+31.68;
- 6) Thence North 89° 47' 06" West, 10.38 feet to a point 60.00 feet right of centerline of right of way and construction of Euclid Avenue Station 339+24.64;
- 7) Thence South 42° 54' 20" West, 500.19 feet to a point on the northerly line of lands conveyed to the Cleveland Medical Library Association by Volume 3207, Page 484 on file in the Cuyahoga County Recorder's Office at 60.00 feet right of centerline of right of way and construction of Euclid Avenue Station 334+24.45;
- 8) Thence North 47° 06' 50" West along said line, 10.00 feet to the point of beginning.

Containing within said bounds 0.1256 acres of land of which 0.0484 acres lie in Parcel 121-08-009, 0.0494 acres lie in 121-08-008 and 0.0278 acres lie in 121-08-007.

EXHIBIT A

RX250
Rev. 04/03

PID
PARCEL
CTY-RTE-SEC
Version Date

276T
GCRTA-PROJ.38-CO4
June 29, 2005

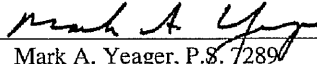
Bearings are based on Ohio State Plane, North Zone NAD83 (1995) Grid North.

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

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

Date:

6/29/05


Mark A. Yeager, P.S. 7289



OFFER TO PURCHASE RIGHT OF WAY AND EASEMENT

Parcel(s) 282 SH, T

Cleveland, Ohio, _____ 200__

1. The Greater Cleveland Regional Transit Authority ("GCRTA") ("Buyer") hereby offers to buy from University Hospitals Health System, Inc., an Ohio Non-Profit Corporation ("Seller") the easement and easement rights over, under, on, across and through that certain real property owned by Seller located at 11214 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 \$44,775.00 (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"** and the schedules to the Title Policy 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 closing of this Agreement and recordation of the Easement 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 subject to the limitations and conditions set forth in the Easement.
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 subject to any matters reflected on attached schedules to the Title Policy;
 - (d) There is to the best of Seller's knowledge 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 to the best of Seller's knowledge 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:

University Hospitals Health System, Inc.
10524 Euclid Avenue, Suite 1170
Cleveland, OH 44106
Attn: Vice President, Real Estate

With a copy to by the same means to:

University Hospitals Health System, Inc.,
10524 Euclid Avenue
Cleveland, OH 44106
Attn: Senior Vice President & General Counsel

With a copy by the same means to:

University Hospitals Health System, Inc.,
11100 Euclid Avenue, Lakeside 1026
Cleveland, OH 44106
Attn: Senior Vice President System Services

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:

UNIVERSITY HOSPITALS HEALTH SYSTEM, INC,
AN OHIO NON-PROFIT CORPORATION

WITNESS:

(Signature)

By: _____

Its: _____

Date: _____, 200__

EXHIBIT A

PERMANENT RIGHT OF WAY AND USE EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT: University Hospitals Health System, Inc, an Ohio Non-Profit 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): 282 SH

Euclid Corridor Transportation Project / ECTP

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

Prior Instrument Reference: Volume 95-5209, Page 50
Cuyahoga County Recorder's Office.

Permanent Parcel Number 121-08-001

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.

The grant of this Easement is contingent upon Grantee commencing its work on the property which is the subject to this Easement on or before January 1, 2011 and substantially completing such work within twenty-four (24) months thereafter. In the event that this Easement should be deemed null and void by reason of Grantee's failure to timely commence and complete its work as herein above described then Grantor shall refund to Grantee the money paid by the Grantee for the real property interest acquired by Grantee pursuant to this Easement.

Grantee understands that Grantor plans to cause substantial demolition of existing facilities and to cause new construction to occur in areas proximate to or adjacent to the property which is subject to this Easement. Grantee agrees to cooperate with Grantor so that Grantor will have access to the property which is subject to this Easement so that the use of the property which is subject to this Easement by Grantee does not unreasonably interfere with Grantor's work on its property, including but not limited to, crossing over and under the property which is subject to this Easement for the purposes of staging, ingress and egress and for shut off and connection of utilities such as telecommunications, gas, water, sewer and electric services.

IN WITNESS WHEREOF, University Hospitals Health System, Inc., an Ohio Non-Profit Corporation, has caused its name to be subscribed by _____, its duly authorized agent, on the _____ day of _____, 2006.

UNIVERSITY HOSPITALS HEALTH SYSTEM, INC.
AN OHIO NON-PROFIT CORPORATION

By: _____

STATE OF OHIO, COUNTY OF _____ SS:

BE IT REMEMBERED, that on the _____ day of _____, 2006, before me the subscriber, a Notary Public in and for said state and county, personally came the above named _____, who acknowledged being the duly authorized agent of University Hospitals Health System, Inc., an Ohio Non-Profit Corporation, who signed or acknowledged the signing of the foregoing instrument to be the voluntary act and deed of said entity.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

NOTARY PUBLIC
My Commission expires: _____

EXHIBIT A

**PARCEL 282-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)

EXHIBIT A

RX250
Rev. 04/03

PID
PARCEL
CTY-RTE-SEC
Version Date
282SH
GCRТА-PROJ.38-CO4
September 26, 2005

PARCEL 282-SH
GCRТА-PROJ.38-CO4
TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY FOR
ROADWAY CONSTRUCTION
FOR APPROXIMATELY 24 MONTHS FROM THE DATE OF ENTRY

Situated in the City of Cleveland, County of Cuyahoga, and State of Ohio and known as being part of Sublot No. 4 in H.C. & M.C. Ford's Allotment as recorded in Volume 5 Page 28 of Cuyahoga County Plat Records and part of Original One Hundred Acre Lot No. 403, and part of lands conveyed to University Hospitals Health Systems, Inc. by Volume 95-5209 Page 50 on file in the Cuyahoga County Recorder's Office and being a parcel of land lying on the right side of the centerline of right of way and construction of Euclid Avenue, bounded and described as follows:

Beginning at the grantor's northwesterly corner at the intersection of the easterly right of way of Euclid Avenue and the southerly right of way of Cornell Road at 50.00 feet right of centerline of right of way and construction of Euclid Avenue Station 343+35.20 and 30.00 left of centerline of right of way and construction of Cornell Road Station 49+49.98;

- 1) Thence along said southerly right of way South 47° 02' 50" East, 134.17 feet to a point 30.00 feet left of centerline of right of way and construction of Cornell Road Station 48+15.80;
- 2) Thence leaving said right of way, North 50° 40' 04" West, 111.00 feet to a point 37.01 feet left of centerline of right of way and construction of Cornell Road Station 49+26.58;
- 3) Thence South 89° 16' 43" West, 32.32 feet to a point on the easterly right of way of Euclid Avenue at 50.00 feet right of centerline of right of way and construction of Euclid Avenue Station 343+05.88;
- 4) Thence along said easterly line North 42° 54' 20" East, 29.32 feet to the point of beginning.

Containing within said bounds 0.0187 acres of land in Parcel 121-08-001.

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 Cornell Road.

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

Date:

9/26/05

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



EXHIBIT "B"
PERMITTED TITLE EXCEPTIONS

-
1. Release of Easement, Right of First Refusal and Lease recorded in Volume 15013, Page 911.
 2. Waiver of Right of First Refusal and Assignment and Assumption of License and Lease recorded in Volume 92-8218, Page 20.

EXHIBIT A

TEMPORARY RIGHT OF WAY AND USE EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT: University Hospitals Health System, Inc., an Ohio Non-Profit 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): 282 T

Euclid Corridor Transportation Project / ECTP

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

Prior Instrument Reference: Volume 95-5209, Page 50; Volume 94-7103, Page 10;
Cuyahoga County Recorder's Office.

Cuyahoga County Permanent Parcel No. 121-08-001, 121-08-002 and 121-08-003

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, provided however that work must commence, if at all, on or before January 1, 2011, and end within twenty-four (24) months thereafter. In the event that this Easement should be deemed null and void by reason of Grantee's failure to timely commence and complete its work as herein above described then Grantor shall refund to Grantee the money paid by the Grantee for the real property interest acquired by Grantee pursuant to this Easement.

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 together with repair by Grantee of any other damage to Grantor's property caused by Grantee.

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:

University Hospitals Health System, Inc.,
an Ohio Non-Profit Corporation
10524 Euclid Avenue, Suite 1170
Cleveland, OH 44106

Attn: Vice President, Real Estate

With a copy to by the same means to:

University Hospitals Health System, Inc.,
an Ohio Non-Profit Corporation
10524 Euclid Avenue
Cleveland, OH 44106
Attn: Senior Vice President & General Counsel

With a copy by the same means to:

University Hospitals Health System, Inc.,
An Ohio Non-Profit Corporation
11100 Euclid Avenue, Lakeside 1026
Cleveland, OH 44106
Attn: Senior Vice President System Services

Grantee understands that Grantor plans to cause substantial demolition of existing facilities and to cause new construction to occur in areas proximate to or adjacent to the property which is subject to this Easement. Grantee agrees to cooperate with Grantor so that Grantor will have access to the property which is subject to this Easement so that the use of the property which is subject to this Easement by Grantee does not unreasonably interfere with Grantor's work on its property, including but not limited to, crossing over and under the property which is subject to this Easement for the purposes of staging, ingress and egress and for shut off and connection of utilities such as telecommunications, gas, water, sewer and electric services.

IN WITNESS WHEREOF, University Hospitals Health System, Inc., an Ohio Non-Profit Corporation, has caused its name to be subscribed by _____, its duly authorized agent, on the _____ day of _____, 2006.

UNIVERSITY HOSPITALS HEALTH SYSTEM, INC.
AN OHIO NON-PROFIT CORPORATION

By: _____

STATE OF OHIO, COUNTY OF _____ SS:

BE IT REMEMBERED, that on the _____ day of _____, 2006, before me the subscriber, a Notary Public in and for said state and county, personally came the above named _____, who acknowledged being the duly authorized agent of University Hospitals Health System, Inc., an Ohio Non-Profit Corporation, who signed or acknowledged the signing of the foregoing instrument to be the voluntary act and deed of said entity.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

NOTARY PUBLIC
My Commission expires: _____

EXHIBIT A

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PID
PARCEL
CTY-RTE-SEC
Version Date

282T
GCRTA-PROJ.38-CO4
September 26, 2005

**PARCEL 282-T
GCRTA-PROJ.38-CO4
TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY FOR
ROADWAY CONSTRUCTION
FOR APPROXIMATELY 24 MONTHS FROM THE DATE OF ENTRY**

Situated in the City of Cleveland, County of Cuyahoga, and State of Ohio and known as being part of Sublot Nos. 3 and 4 in H.C. & M.C. Ford's Allotment as recorded in Volume 5 Page 28 of Cuyahoga County Plat Records and part of Original One Hundred Acre Lot No. 403, and part of lands conveyed to University Hospitals Health Systems, Inc. by Volume 95-5209 Page 50 and Volume 94-7103 Page 10 on file in the Cuyahoga County Recorder's Office and being a parcel of land lying on the right side of the centerline of right of way and construction of Euclid Avenue, bounded and described as follows:

Beginning at the grantor's southwesterly corner on the easterly right of way of Euclid Avenue at 50.00 feet right of centerline of right of way and construction of Euclid Avenue Station 341+65.21;

- 1) Thence along said easterly right of way North 42° 54' 20" East, 140.66 feet to a point 50.00 feet right of centerline of right of way and construction of Euclid Avenue Station 343+05.88;
- 2) Thence leaving said easterly right of way North 89° 16' 43" East, 32.32 feet to a point at 37.01 feet left of centerline of right of way and construction of Cornell Road Station 49+26.58;
- 3) Thence South 50° 40' 04" East, 33.78 feet to a point 34.88 feet left of centerline of right of way and construction of Cornell Road Station 48+92.87;
- 4) Thence South 46° 11' 52" West, 5.13 feet a point 40.00 feet left of centerline of right of way and construction of Cornell Road Station 48+93.16;
- 5) Thence North 47° 02' 50" West, 22.07 feet a point 40.00 feet left of centerline of right of way and construction of Cornell Road Station 49+15.23;
- 6) Thence South 89° 16' 43" West, 34.18 feet a point 60.00 feet right of centerline of right of way and construction of Euclid Avenue Station 343+01.59;
- 7) Thence South 42° 54' 20" West, 136.39 feet to a point on the northerly line of lands conveyed to University Circle, Inc. by Volume 11651 Page 175 on file in the Cuyahoga County Recorder's Office at 60.00 feet right of centerline of right of way and construction of Euclid Avenue Station 341+65.21;
- 8) Thence along said northerly line North 47° 04' 10" West, 10.00 feet to the point of beginning.

Containing within said bounds 0.0422 acres of land of which 0.0195 acres lie in Parcel 121-08-003, 0.0098 acres lie in Parcel 121-08-002 and 0.0129 acres lie in Parcel 121-08-001.

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

EXHIBIT A

RX250
Rev. 04/03

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PARCEL
CTY-RTE-SEC
Version Date

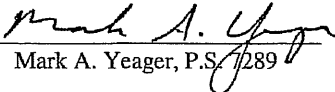
282T
GCRTA-PROJ.38-CO4
September 26, 2005

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

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

Date:

9/26/05


Mark A. Yeager, P.S. 7289

