

RESOLUTION NO. 2006-209

AUTHORIZING THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY TO ENTER INTO A PURCHASE AGREEMENT TO PURCHASE A PERMANENT AND TEMPORARY EASEMENT FOR THE EUCLID CORRIDOR TRANSPORTATION PROJECT IN THE HEREINAFTER-DESCRIBED PARCEL, 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 THIS PARCEL ACQUIRED, FOR A TOTAL PURCHASE PRICE OF \$53,905.00 (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 a permanent and temporary easement from Parcel 234 located at 8500 Euclid Avenue; and

WHEREAS, The Cleveland Playhouse is the owner of Parcel 234, as identified above and is willing to sell a permanent and temporary easement 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 a permanent and temporary easement with The Cleveland Playhouse in the amount of \$53,905.00.

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 a permanent and temporary easement for this property and all other documents required to acquire and transfer this real estate.

Section 2. That the Total Purchase Price of \$53,905.00 is based upon the fair market value of this property as determined by the property appraisal report, as approved by a Review Appraiser, and is within the settlement authority approved by the Federal Transit Administration.

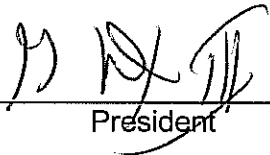
Section 3. That the Purchase Price is payable from the RTA Development Fund, Euclid Corridor Transportation Project Department Budget, including but not limited to the Capital Grant OH-03-0247 in the amount of \$33,690.63 and Capital Grant OH-90-X530-03 in the amount of \$20,214.37 for a total amount of \$53,905.00 (\$43,124.00 in Federal funds which represents 80% of the total cost). Federal funds under Capital Grant OH-90-X530-03 are made available through the Ohio Department of Transportation.

Section 4. That the execution of a purchase agreement and acquisition of a permanent and temporary easement from this owner is necessary to carry out the Euclid Corridor Transportation Project.

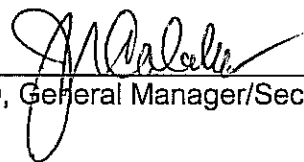
Section 5. That this resolution shall become effective immediately upon its adoption.

Attachments: Map and legal description (Attachment A)
Property Interest spreadsheet (Attachment B)

Adopted: November 21, 2006



President

Attest: 

CEO, General Manager/Secretary-Treasurer

RX 270
Rev. 04/03

PID
PARCEL 234SH
CTY-RTE-SEC GCRTA-PROJ. 38-CO4
Version Date January 26, 2005

**PARCEL 234-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 a part of Sublot 1 in Bolton and Boyd's Subdivision as shown on the record plat in Volume 10, Page 20 on file in the Cuyahoga County Plat Records and a part of Original 100 Acre Lot 399, also being a part of the lands conveyed to the Cleveland Playhouse by Volume 90-2502, Page 34 and Volume 83-2004, Page 15 on file in the Cuyahoga County Recorder's Office and being a parcel of land lying on the right side of the centerline of right of way and construction of Euclid Avenue, bounded and described as follows;

Beginning at the intersection of the southerly right of way of Euclid Avenue and the easterly right of way of East 83rd Street at 40.00 feet right of centerline of right of way and construction of Euclid Avenue Station 273+14.26 and 30.00 feet right of centerline of right of way and construction of East 83rd Street Station 49+58.25;

- 1) Thence South 86° 50' 47" East along the southerly right of way of Euclid Avenue, 135.59 feet to a point 40.00 feet right of centerline of right of way and construction of Euclid Avenue Station 274+49.85;
- 2) Thence leaving said right of way, South 01° 56' 42" West along the westerly line of lands conveyed to SI Harb by Volume 85-2931, Pages 24,27 on file in the Cuyahoga County Recorder's Office, 10.00 feet to a point 50.00 feet right of centerline of right of way and construction of Euclid Avenue Station 274+50.06;
- 3) Thence leaving said line, North 86° 50' 47" West, 119.37 feet to a point 50.00 feet right of centerline of right of way and construction of Euclid Avenue Station 273+30.69;
- 4) Thence South 46° 32' 38" West, 21.80 feet to a point on the easterly right of way of East 83rd Street at 30.00 feet right of centerline of right of way and construction of East 83rd Street Station 49+32.37;
- 5) Thence North 00° 03' 57" West along said right of way, 25.88 feet to the point of beginning.

Containing within said bounds 0.0340 acres of land of which 0.0169 acres lie in parcel 119-15-011 and 0.0171 acres in 119-15-010.

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 83rd Street.

RX 270
Rev. 04/03

PID
PARCEL 234SH
CTY-RTE-SEC GCRTA-PROJ. 38-CO4
Version Date January 26, 2005

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

Date:

1/28/05

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



RX 270
Rev. 04/03

PID
PARCEL 234SH1
CTY-RTE-SEC GCRTA-PROJ. 38-CO4
Version Date September 12, 2006

**PARCEL 234-SH1
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 a part of Block A in the Consolidation Plat for The Cleveland Playhouse Foundation of part of Original 100 Acre Lots 399 and 400 as shown by the record plat in Volume 291, Page 59 on file in the Cuyahoga County Plat Records, also a part of the lands conveyed to The Playhouse Foundation, now by merger The Cleveland Playhouse as shown in Volume 15408, Page 951 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 westerly property line of the grantor with the southerly right of way line of Euclid Avenue at 40.00 feet right of centerline of right of way and construction of Euclid Avenue Station 275+55.55;

- 1) Thence South 86° 50' 47" East along said right of way line, 58.51 feet to a point 40.00 feet right of centerline of right of way and construction of Euclid Avenue Station 276+14.06;
- 2) Thence leaving said right of way line, North 89° 08' 13" West, 58.56 feet to a point on the easterly line of land conveyed to SI Harb by Volume 85-2931, Pages 24 and 27 on file in the Cuyahoga County Recorder's Office at 42.34 feet right of centerline of right of way and construction of Euclid Avenue Station 275+55.55;
- 3) Thence North 03° 02' 16" East along said line, 2.34 feet to the point of beginning.

Containing within said bounds 0.0016 acres of land in 119-15-007.

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

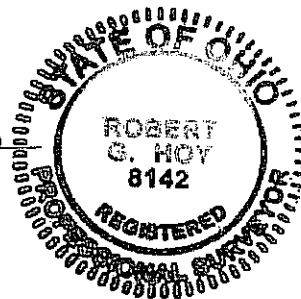
The stations referred to herein are from the centerline of right of way and construction of Euclid Avenue.

This description was prepared by KS Associates, Inc. under the supervision of Robert G. Hoy, Professional Surveyor, Ohio No. 8142.

Date:

9/12/06

Robert G. Hoy
Robert G. Hoy, P.S. 8142



RX 270
Rev. 04/03

PID
PARCEL 234SH2
CTY-RTE-SEC GCRTA-PROJ. 38-CO4
Version Date September 12, 2006

**PARCEL 234-SH2
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 a part of Block A in the Consolidation Plat for The Cleveland Playhouse Foundation of part of Original 100 Acre Lots 399 and 400 as shown by the record plat in Volume 291, Page 59 on file in the Cuyahoga County Plat Records, also a part of the lands conveyed to The Playhouse Foundation, now by merger The Cleveland Playhouse as shown in Volume 15408, Page 951 and Volume 13853, Page 655 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 westerly property line of the grantor with the southerly right of way line of Euclid Avenue at 40.00 feet right of centerline of right of way and construction of Euclid Avenue Station 275+55.55;

Thence South 86° 50' 47" East along said right of way line, 200.17 feet to the **True Point of Beginning** for the easement herein described at 40.00 feet right of centerline of right of way and construction of Euclid Avenue Station 277+55.72;

- 1) Thence continuing along said right of way line, South 86° 50' 47" East, 207.31 feet to a point 40.00 feet right of centerline of right of way and construction of Euclid Avenue Station 279+62.97;
- 2) Thence continuing along said right of way, South 86° 59' 44" East, 15.80 feet to a point on the westerly right of way line of East 86th Street at 40.00 feet right of centerline of right of way and construction of Euclid Avenue Station 279+78.72 and 25.00 feet left of centerline of right of way and construction of East 86th Street Station 49+61.46;
- 3) Thence South 00° 30' 16" East along the westerly right of way line of East 86th Street, 14.67 feet to a point 25.00 feet left of centerline of right of way and construction of East 86th Street Station 49+46.79;
- 4) Thence leaving said right of way line, North 54° 45' 05" West, 23.71 feet to a point at 42.00 feet right of centerline of right of way and construction of Euclid Avenue Station 279+59.68;
- 5) Thence North 86° 50' 47" West, 87.74 feet to a point 42.00 feet right of centerline of right of way and construction of Euclid Avenue Station 278+71.94;
- 6) Thence South 72° 15' 59" West, 22.44 feet to a point 50.00 feet right of centerline of right of way and construction of Euclid Avenue Station 278+50.98;
- 7) Thence North 86° 50' 47" West, 85.24 feet to a point 50.00 feet right of centerline of right of way and construction of Euclid Avenue Station 277+65.74;
- 8) Thence North 41° 54' 27" West, 14.16 feet to the point of beginning.

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CTY-RTE-SEC GCRTA-PROJ. 38-CO4
Version Date September 12, 2006

Containing within said bounds 0.0313 acres of land of which 0.0160 acres lie in 119-15-007 and 0.0153 acres lie in 119-15-006.

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

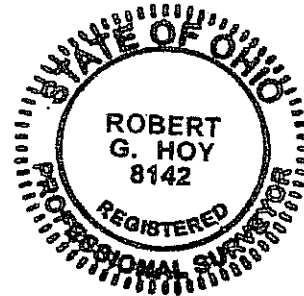
The stations referred to herein are from the centerline of right of way and construction of Euclid Avenue and East 86th Street.

This description was prepared by KS Associates, Inc. under the supervision of Robert G. Hoy, Professional Surveyor, Ohio No. 8142.

Date:

9/12/06

Robert G. Hoy
Robert G. Hoy, P.S. 8142



RX250
Rev. 04/03

PID	234T
PARCEL	GCRTA-PROJ.38-CO4
CTY-RTE-SEC	September 12, 2006
Version Date	

**PARCEL 234-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 a part of Sublot 1 in Bolton and Boyd's Subdivision as shown on the record plat in Volume 10, Page 20 on file in the Cuyahoga County Plat Records and a part of Original 100 Acre Lot 399, also being a part of the lands conveyed to the Cleveland Playhouse by Volume 90-2502, Page 34 and Volume 83-2004, Page 15 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 easterly line of the grantor at 50.00 feet right of centerline of right of way and construction of Euclid Avenue Station 274+50.06;

- 1) Thence South 01° 56' 42" West along the westerly line of lands conveyed to SI Harb by Volume 85-2931, Pages 24 and 27 on file in the Cuyahoga County Recorder's Office, 10.00 feet to a point 60.00 feet right of centerline of right of way and construction of Euclid Avenue Station 274+50.27;
- 2) Thence leaving said line, South 67° 20' 43" West, 27.91 feet to a point 72.15 feet right of centerline of right of way and construction of Euclid Avenue Station 274+25.14;
- 3) Thence North 86° 50' 47" West, 93.64 feet to a point 72.15 feet right of centerline of right of way and construction of Euclid Avenue Station 273+31.50;
- 4) Thence South 46° 35' 46" West, 7.45 feet to a point 40.00 feet right of centerline of right of way and construction of East 83rd Street Station 49+20.07;
- 5) Thence South 00° 03' 57" East, 12.95 feet to a point 40.00 feet right of centerline of right of way and construction of East 83rd Street Station 49+07.12;
- 6) Thence South 61° 03' 20" West, 11.42 feet to a point on the easterly right of way of East 83rd Street at 30.00 feet right of centerline of right of way and construction of East 83rd Street Station 49+01.60;
- 7) Thence North 00° 03' 57" West along said right of way, 30.77 feet to a point 30.00 feet right of centerline of right of way and construction of East 83rd Street Station 49+32.37;
- 8) Thence leaving said right of way, North 46° 32' 38" East, 21.80 feet to a point 50.00 feet right of centerline of right of way and construction of Euclid Avenue Station 273+30.69;
- 9) Thence South 86° 50' 47" East, 119.37 feet to the point of beginning.

Containing within said bounds 0.0674 acres of land of which 0.0332 acres lie in 119-15-011 and 0.0342 acres lie in 119-15-010.

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

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Version Date

234T
GCRTA-PROJ.38-CO4
September 12, 2006

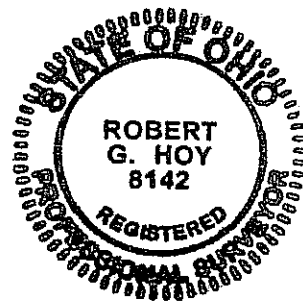
The stations referred to herein are from the centerline of right of way and construction of Euclid Avenue and East 83rd Street.

This description was prepared by KS Associates, Inc. under the supervision of Robert G. Hoy, Professional Surveyor, Ohio No. 8142.

Date:

9/12/06

Robert G. Hoy
Robert G. Hoy, P.S. 8142



ATTACHMENT A

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RX250
Rev. 04/03

PID	234T1
PARCEL	GCRTA-PROJ.38-CO4
CTY-RTE-SEC	
Version Date	September 12, 2006

**PARCEL 234-T1
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 a part of Block A in the Consolidation Plat for The Cleveland Playhouse Foundation of part of Original 100 Acre Lots 399 and 400 as shown by the record plat in Volume 291, Page 59 on file in the Cuyahoga County Plat Records, also a part of the lands conveyed to The Playhouse Foundation, now by merger The Cleveland Playhouse as shown in Volume 15408, Page 951 and Volume 13853, Page 655 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 right of way of East 86th Street at 25.00 feet left of centerline of right of way and construction of East 86th Street Station 49+46.79;

- 1) Thence South 00° 30' 16" East along said right of way, 21.86 feet to a point 25.00 feet left of centerline of right of way and construction of East 86th Street Station 49+24.93;
- 2) Thence leaving said right of way, North 43° 40' 31" West, 29.22 feet to a point 56.41 feet right of centerline of right of way and construction of Euclid Avenue Station 279+59.85;
- 3) Thence North 68° 51' 53" West, 11.36 feet to a point 52.91 feet right of centerline of right of way and construction of Euclid Avenue Station 279+49.04;
- 4) Thence North 86° 37' 43" West, 49.03 feet to a point 52.72 feet right of centerline of right of way and construction of Euclid Avenue Station 279+00.01;
- 5) Thence North 87° 12' 17" West, 41.00 feet to a point 52.98 feet right of centerline of right of way and construction of Euclid Avenue Station 278+59.01;
- 6) Thence South 38° 58' 14" West, 46.67 feet to a point 90.82 feet right of centerline of right of way and construction of Euclid Avenue Station 278+31.70;
- 7) Thence South 89° 21' 25" West, 51.80 feet to a point 94.25 feet right of centerline of right of way and construction of Euclid Avenue Station 277+80.02;
- 8) Thence North 00° 38' 35" West, 29.67 feet to a point 64.65 feet right of centerline of right of way and construction of Euclid Avenue Station 277+78.05;
- 9) Thence North 60° 06' 46" West, 33.00 feet to a point 49.80 feet right of centerline of right of way and construction of Euclid Avenue Station 277+48.58;
- 10) Thence North 86° 56' 58" West, 48.51 feet to a point 49.89 feet right of centerline of right of way and construction of Euclid Avenue Station 277+00.07;
- 11) Thence North 88° 07' 05" West, 50.06 feet to a point 51.00 feet right of centerline of right of way and construction of Euclid Avenue Station 276+50.02;

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PARCEL
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Version Date
234T1
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September 12, 2006

- 12) Thence North 85° 59' 13" West, 49.95 feet to a point 50.25 feet right of centerline of right of way and construction of Euclid Avenue Station 276+00.08;
- 13) Thence North 89° 08' 13" West, 34.93 feet to a point 51.65 feet right of centerline of right of way and construction of Euclid Avenue Station 275+65.17;
- 14) Thence South 03° 08' 37" West, 8.35 feet to a point 60.00 feet right of centerline of right of way and construction of Euclid Avenue Station 275+65.17;
- 15) Thence North 86° 50' 47" West, 9.58 feet to a point on the easterly line of lands conveyed to SI Harb by Volume 85-2931, Pages 24 and 27 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 275+55.59;
- 16) Thence North 03° 02' 16" East along said line, 17.66 feet to a point 42.34 feet right of centerline of right of way and construction of Euclid Avenue Station 275+55.55;
- 17) Thence leaving said line South 89° 08' 13" East, 58.56 feet to a point on the southerly right of way line of Euclid Avenue at 40.00 feet right of centerline of right of way and construction of Euclid Avenue Station 276+14.06;
- 18) Thence along said right of way line, South 86° 50' 47" East, 141.66 feet to a point 40.00 feet right of centerline of right of way and construction of Euclid Avenue Station 277+55.72;
- 19) Thence leaving said right of way line, South 41° 54' 27" East, 14.16 feet to a point 50.00 feet right of centerline of right of way and construction of Euclid Avenue Station 277+65.74;
- 20) Thence South 86° 50' 47" East, 85.24 feet to a point at 50.00 feet right of centerline of right of way and construction of Euclid Avenue Station 278+50.98;
- 21) Thence North 72° 15' 59" East, 22.44 feet to a point 42.00 feet right of centerline of right of way and construction of Euclid Avenue Station 278+71.94;
- 22) Thence South 86° 50' 47" East, 87.74 feet to a point 42.00 feet right of centerline of right of way and construction of Euclid Avenue Station 279+59.68;
- 23) Thence South 54° 45' 05" East, 23.71 feet to the point of beginning.

Containing within said bounds 0.1533 acres of land of which 0.0481 acres lie in 119-15-006 and 0.1052 acres lie in 119-15-007.

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

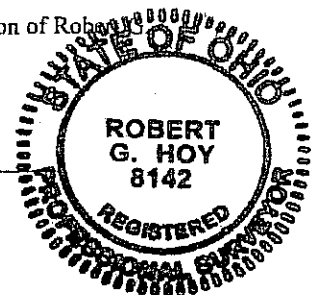
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This description was prepared by KS Associates, Inc. under the supervision of Robert G. Hoy, Professional Surveyor, Ohio No. 8421.

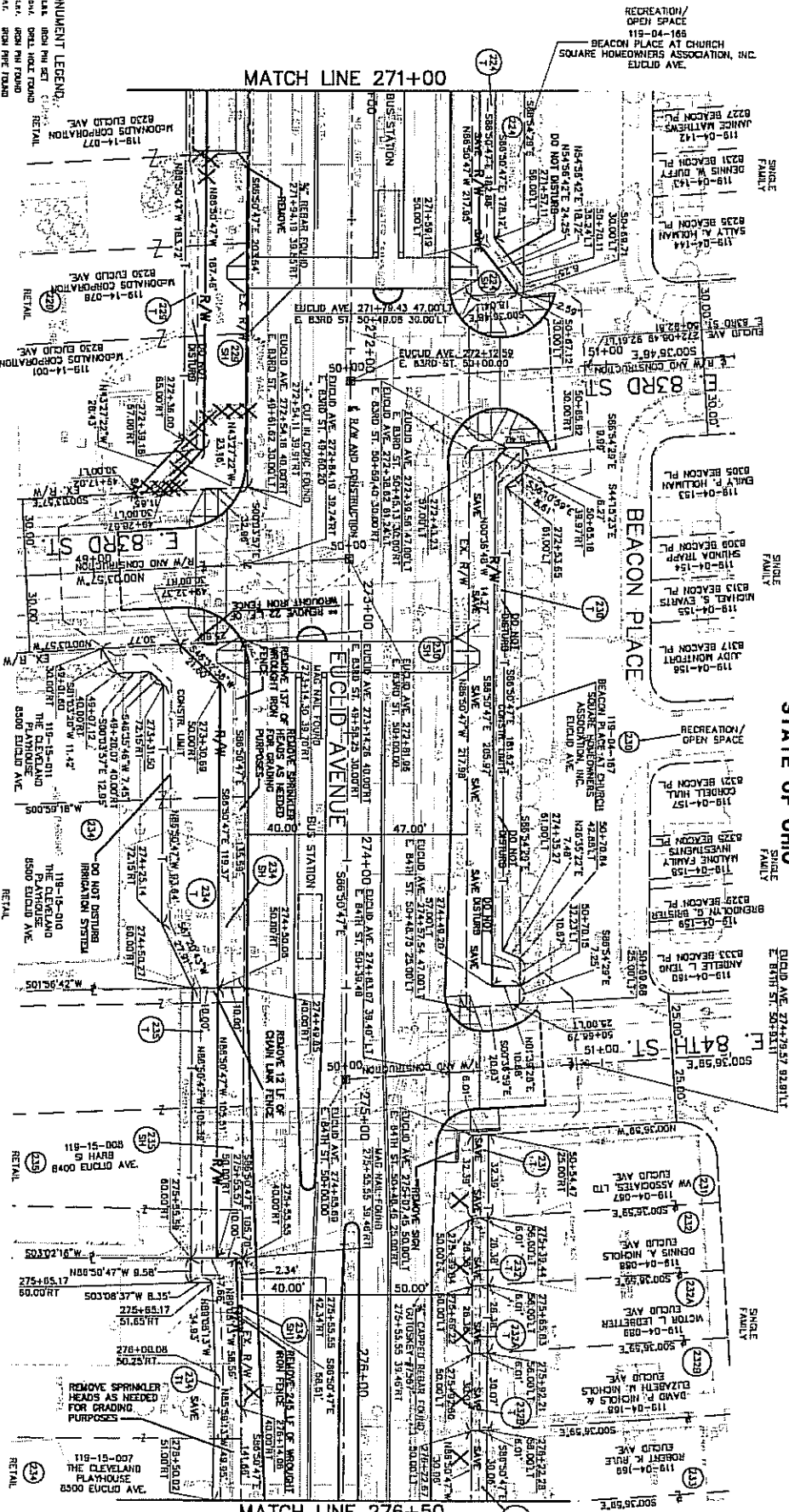
Date:

9/12/06

Robert G. Hoy
Robert G. Hoy, P.S. 8421



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



NO.	DESCRIPTION	DATE	BY	CHECKED	SCALE	PROJECT	DATE	BY	CHECKED
1	REVISION NO. 02	9/5/05	REVISION NO. 02						
2	REVISION NO. 01	8/1/05	REVISION NO. 01						
3	REVISION NO. 00	7/1/05	REVISION NO. 00						
4	REVISION NO. 00	6/1/05	REVISION NO. 00						
5	REVISION NO. 00	5/1/05	REVISION NO. 00						
6	REVISION NO. 00	4/1/05	REVISION NO. 00						
7	REVISION NO. 00	3/1/05	REVISION NO. 00						

DATE	BY	CHECKED
9/5/05	[Signature]	[Signature]
8/1/05	[Signature]	[Signature]
7/1/05	[Signature]	[Signature]
6/1/05	[Signature]	[Signature]
5/1/05	[Signature]	[Signature]
4/1/05	[Signature]	[Signature]
3/1/05	[Signature]	[Signature]

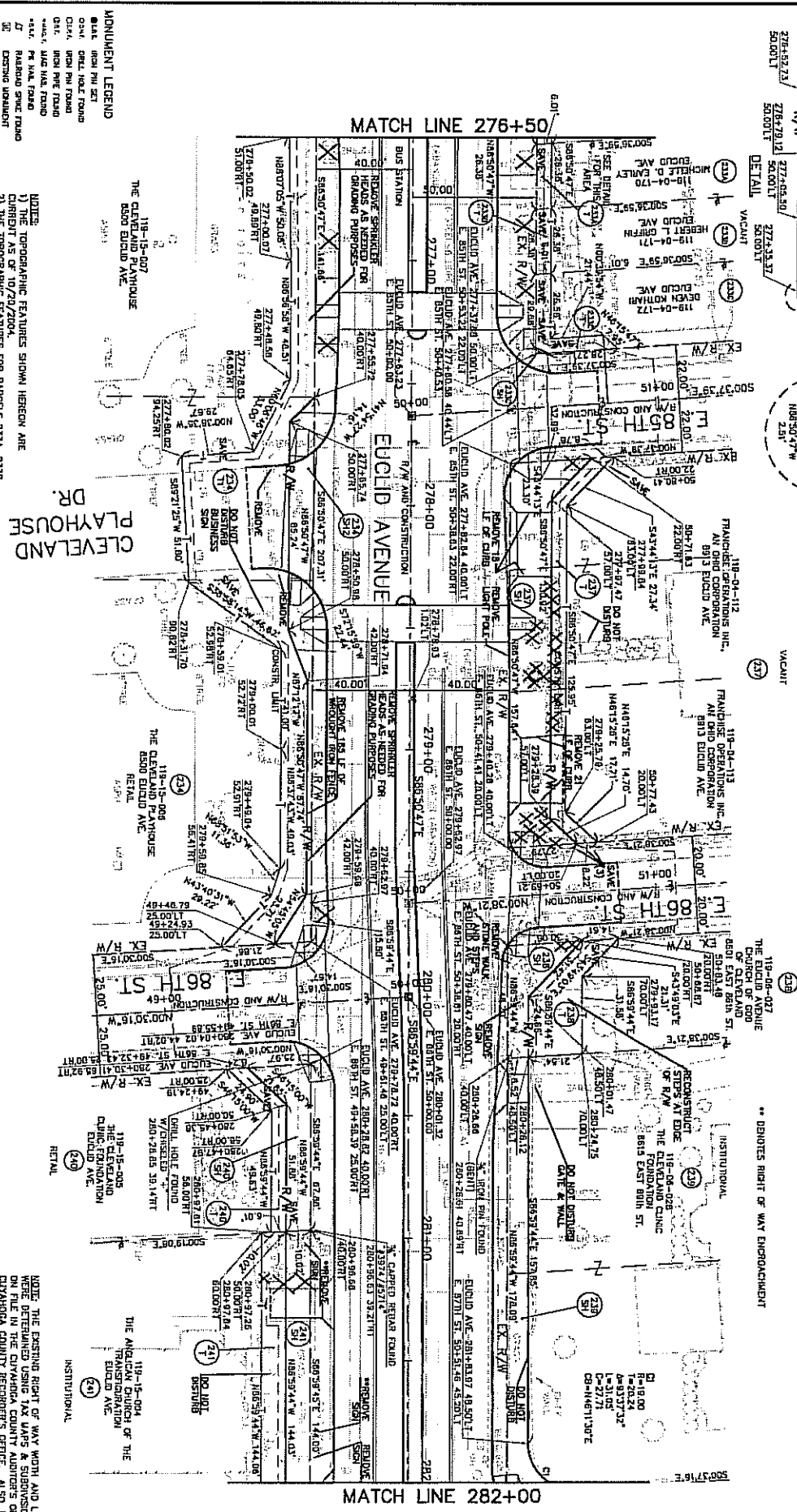
MONUMENT LEGEND:
 1. IRON PIPE SET
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 6. IRON PIPE SET
 7. IRON PIPE SET

NOTES:
 1) THE TOPOGRAPHIC FEATURES SHOWN HEREON ARE CURRENT AS OF 10/29/2004.
 2) THE TOPOGRAPHIC FEATURES FOR PARCEL 233 ARE CURRENT AS OF 9/5/05.

ROW PLAN
 EUCLID AVENUE
 STA. 271+00 TO STA. 276+50
 BID PACKAGE 38 - C04

SHEET NO.
 RW141
TOTAL SHEETS
 23 OF 43

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



NO.	DESCRIPTION	DATE	BY	CHECKED
1	PREPARED FOR	1/17/2008		
2	DESIGNED	1/17/2008		
3	DRAWN	1/17/2008		
4	CHECKED	1/17/2008		
5	APPROVED	1/17/2008		

NO.	DESCRIPTION	DATE	BY	CHECKED
1	PREPARED FOR	1/17/2008		
2	DESIGNED	1/17/2008		
3	DRAWN	1/17/2008		
4	CHECKED	1/17/2008		
5	APPROVED	1/17/2008		

NO.	DESCRIPTION	DATE	BY	CHECKED
1	PREPARED FOR	1/17/2008		
2	DESIGNED	1/17/2008		
3	DRAWN	1/17/2008		
4	CHECKED	1/17/2008		
5	APPROVED	1/17/2008		

NO.	DESCRIPTION	DATE	BY	CHECKED
1	PREPARED FOR	1/17/2008		
2	DESIGNED	1/17/2008		
3	DRAWN	1/17/2008		
4	CHECKED	1/17/2008		
5	APPROVED	1/17/2008		

ROW PLAN
EUCUID AVENUE
STA. 276+50 TO STA. 282+00
BID PACKAGE 38 - C04

SHEET NO. **RW142**
 TOTAL SHEETS **24 OF 43**

MONUMENT LEGEND
 1. CHAIN
 2. IRON PIN SET
 3. CHAIN
 4. CHAIN
 5. CHAIN
 6. CHAIN
 7. CHAIN
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NOTES
 1) THE TOPOGRAPHIC FEATURES SHOWN HEREON ARE CURRENT AS OF 10/20/2004.
 2) THE TOPOGRAPHIC FEATURES FOR PARCELS 233A, 233B, 233C ARE CURRENT AS OF 8/5/2005.

FRANCHISE OPERATIONS INC.
 119-04-113
 8913 EUCUID AVE.
 CLEVELAND, OHIO 44115

RECONSTRUCT STEPS AT EDGE OF R/W
 THE FOUNDATION OF 8615 EAST 8TH ST.

DO NOT DISTURB
 EXISTING CURB & WALL

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Attachment B

ROW Parcel Number	County Auditor's Permanent Parcel Number	C04	Owner	Acquisition Action	Fee Simple Gross Take (Acres)	Permanent Easement Gross Take (Acres)	Temporary Easement Gross Take (Acres)
234SH	119-15-010 & 119-15-011	C04	The Cleveland Playhouse	Permanent Easement	0.0000	0.0340	0.0000
234SH1	119-15-007	C04	The Cleveland Playhouse	Permanent Easement	0.0000	0.0016	0.0000
234SH2	119-15-006 & 119-15-007	C04	The Cleveland Playhouse	Permanent Easement	0.0000	0.0329	0.0000
234T	119-15-010 & 119-15-011	C04	The Cleveland Playhouse	Temporary Easement	0.0000	0.0000	0.0674
234T1	119-15-006 & 119-15-007	C04	The Cleveland Playhouse	Temporary Easement	0.0000	0.0000	0.1533



Greater Cleveland Regional Transit Authority
STAFF SUMMARY AND COMMENTS

TITLE/DESCRIPTION: AUTHORIZING THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY TO ENTER INTO A PURCHASE AGREEMENT FOR THE EUCLID CORRIDOR TRANSPORTATION PROJECT IN THE HEREINAFTER-DESCRIBED PARCEL, 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 THIS PARCEL ACQUIRED, FOR A TOTAL PURCHASE PRICE OF \$53,905.00 (RTA DEVELOPMENT FUND-EUCLID CORRIDOR TRANSPORTATION PROJECT DEPARTMENT BUDGET)	Resolution No.: 2006-209
	Date: November 16, 2006
	Initiator: Euclid Corridor Transportation Project
ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review/Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other _____	

- 1.0 **PURPOSE/SCOPE:** The purpose of entering into this Purchase Agreement is to provide a legal right to acquire and transfer a permanent and temporary easement from this property to construct the Euclid Corridor Transportation Project-bid package C-04.
- 2.0 **DESCRIPTION/JUSTIFICATION:** This property is vital for right-of-way needed for the third phase of construction of the Euclid Corridor Transportation Project. This site must be acquired for the purpose of making and repairing roads to better improve public transportation in Cleveland and the acquisition of right-of-way in conjunction therewith. Construction is anticipated to commence in 2007.
- 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 in the amount of \$33,690.63, line item 13.75.91 and Capital Grant OH-90-X530-03 in the amount of \$20,214.37, line item 13.75.91 for a total amount of \$53,905.00 (\$43,124.00 in Federal funds which represents 80% of the total cost). Federal funds under Capital Grant OH-90-X530-03 are made available through the Ohio Department of Transportation. The purchase price is based upon the fair market value of the property as determined by the property appraisal report. A Review Appraiser approved the Fair Market Value Estimate in the appraisal report. The Federal Transit Administration approved the Greater Cleveland Regional Transit Authority's settlement authority, within which the purchase price falls.

- 7.0 ALTERNATIVES: There are no viable alternatives to purchasing this property. The right-of-way needs for the project require the acquisition of the permanent and temporary easement on this property.
- 8.0 RECOMMENDATION: The Board of Trustees Planning and Development Committee reviewed this property acquisition at the November 14, 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 this property.
- 9.0 ATTACHMENT: Purchase Agreement (Attachment A).

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) 234 SH, SH1, SH2 T, T1

Cleveland, Ohio, _____ 2006

1. The Greater Cleveland Regional Transit Authority ("GCRTA") ("Buyer") hereby offers to buy from The Play House Foundation, Now by Merger The Cleveland Play House, 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 8500 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 \$53,905.00 (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. 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.
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:

Play House Foundation. Now by Merger
The Cleveland Play House,
an Ohio Non-Profit Corporation

Attn: _____

- 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:

THE PLAY HOUSE FOUNDATION, NOW BY MERGER
THE CLEVELAND PLAY HOUSE, AN OHIO NON-PROFIT CORPORATION

WITNESS:

Linda M. Lewis

Opus L. Prieto

Alan M. Rauss
(Signature)

By: ALAN M. RAUSS

Its: Chairman

Date: 11/2/06, 2006