

RESOLUTION NO. 2006-227

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 \$46,310.00 (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 229 located at 8230 Euclid Avenue; and

WHEREAS, McDonald's USA, LLC is the owner of Parcel 229, 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

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Greater temporary easement with McDonald's USA, LLC in the amount of \$46,310.00.Cleveland Regional Transit Authority, Cuyahoga County, Ohio:

Section 1. That the General Manager/Secretary-Treasurer be and he 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 \$46,310.00 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.

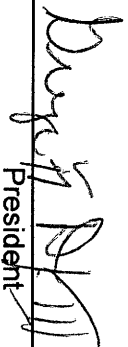
Section 3. That the Purchase Price is payable from the RTA Development Fund, Euclid Corridor Transportation Project Department Budget, including but not limited to the Capital Grant OH-03-0247-02 in the amount of \$28,943.75 and Capital Grant OH-90-X530-03 in the amount of \$17,366.25 for a total amount of \$46,310.00 (\$37,048.00 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: December 19, 2006



President

Attest: 

CEO, General Manager/Secretary-Treasurer

RX 270
Rev. 04/03

PID
229SH
PARCEL
GCRTA-PROJ. 38-CO4
CTY-RTS-SEC
Version Date
September 26, 2005

**PARCEL 229-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 Original 100 Acre Lot 399, also a part of the lands conveyed to the McDonalds Corporation by Volume 90-0406, Page 41 and Volume 96-09015, Page 54 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 westerly right of way of East 83rd Street at 40.00 feet right of centerline of right of way and construction of Euclid Avenue Station 272+54.16 and 30.00 feet left of centerline of right of way and construction of East 83rd Street Station 49+61.62;

- 1) Thence South 00° 03' 57" East along the westerly right of way of East 83rd Street, 32.96 feet to a point 30.00 feet left of centerline of right of way and construction of East 83rd Street Station 49+28.67;
- 2) Thence leaving said right of way, North 43° 27' 22" West, 23.16 feet to a point 57.00 feet right of centerline of right of way and construction of Euclid Avenue Station 272+39.18;
- 3) Thence North 86° 50' 47" West, 187.46 feet to a point on the easterly line of lands conveyed to Liberty Hill Baptist Church by Volume 8616, Page 520 on file in the Cuyahoga County Recorder's Office at 57.00 feet right of centerline of right of way and construction of Euclid Avenue Station 270+51.72;
- 4) Thence North 00° 52' 53" West along said line, 17.04 feet to a point on the southerly right of way of Euclid Avenue at 40.00 feet right of centerline of right of way and construction of Euclid Avenue Station 270+50.52;
- 5) Thence South 86° 50' 47" East along said right of way, 203.64 feet to the point of beginning.

Containing within said bounds 0.0823 acres of land of which 0.0286 acres lie in parcel 119-14-077, 0.0274 acres in 119-14-078 and 0.0263 acres in 119-14-001.

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

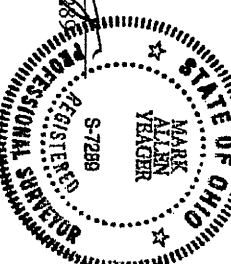
The stations referred to herein are from the centerline of right of way and construction of Euclid Avenue and East 83rd Street.

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



RX250
Rev. 04/03

PID	229T
PARCEL	GCRTA-PROJ.38-CO4
CTY-RTE-SEC	
Version Date	September 26, 2005

PARCEL 229-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 Original 100 Acre Lot 399, also a part of the lands conveyed to the McDonalds Corporation by Volume 90-0406, Page 41 and Volume 96-09015, Page 54 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 83rd Street at 30.00 feet left of centerline of right of way and construction of East 83rd Street Station 49+28.67;

- 1) Thence South 00° 03' 57" East along said right of way, 11.65 feet to a point 30.00 feet left of centerline of right of way and construction of East 83rd Street Station 49+17.02;
- 2) Thence leaving said right of way, North 43° 27' 22" West, 28.43 feet to a point 65.00 feet right of centerline of right of way and construction of Euclid Avenue Station 272+36.00;
- 3) Thence North 86° 50' 47" West, 183.72 feet to a point on the easterly line of lands conveyed to Liberty Hill Baptist Church by Volume 8616, Page 520 on file in the Cuyahoga County Recorder's Office at 65.00 feet right of centerline of right of way and construction of Euclid Avenue Station 270+52.29;
- 4) Thence North 00° 52' 53" West along said line, 8.02 feet to a point 57.00 feet right of centerline of right of way and construction of Euclid Avenue Station 270+51.72;
- 5) Thence South 86° 50' 47" East, 187.46 feet to a point 57.00 feet right of centerline of right of way and construction of Euclid Avenue Station 272+39.18;
- 6) Thence South 43° 27' 22" East, 23.16 feet to the point of beginning.

Containing within said bounds 0.0388 acres of land of which 0.0134 acres lie in 119-14-077, 0.0129 acres in 119-14-078 and 0.0125 acres lie in 119-14-001.

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

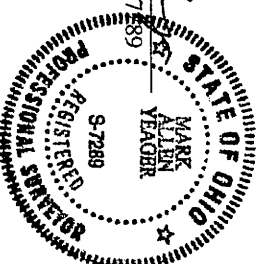
The stations referred to herein are from the centerline of right of way and construction of Euclid Avenue and East 83rd Street.

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Date:

9/26/05

Mark A. Yeager
P.S. 7289



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)
229SH	119-14-077, 119-14-078 & 119-14-001	C04	McDonald's USA, LLC	Permanent Easement	0.0000	0.0823	0.0000
229T	119-14-077, 119-14-078 & 119-14-001	C04	McDonald's USA, LLC	Temporary Easement	0.0000	0.0000	0.0388



Greater Cleveland Regional Transit Authority
STAFF SUMMARY AND COMMENTS

TITLE/DESCRIPTION: 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 \$46,310.00 (RTA DEVELOPMENT FUND-EUCLID CORRIDOR TRANSPORTATION PROJECT DEPARTMENT BUDGET)	Resolution No.:	2006-227
	Date:	December 14, 2006
	Initiator:	Euclid Corridor Transportation Project

ACTION REQUEST:

Approval Review/Comment Information Only Other _____

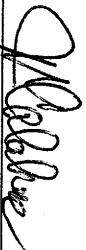
- 1.0 PURPOSE/SCOPE: The purpose of entering into this Purchase Agreement is to provide a legal right to acquire and transfer permanent and temporary easement from this property to construct the Euclid Corridor Transportation Project-bid package C-04.
- 2.0 DESCRIPTION/JUSTIFICATION: This property is vital for right-of-way needed for the third phase of construction of the Euclid Corridor Transportation Project. This site must be acquired for the purpose of making and repairing roads to better improve public transportation in Cleveland and the acquisition of right-of-way in conjunction therewith. Construction is anticipated to commence in 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-90-X530-03 in the amount of \$17,366.25, line item 13.75.91 and Capital Grant OH-03-0247-02 in the amount of \$28,943.75, line item 13.75.91 for a total amount of \$46,310.00 (\$37,048.00 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 December 5, 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) 229 SH, T

Cleveland, Ohio, _____ 200__

1. The Greater Cleveland Regional Transit Authority ("GCRTA") ("Buyer") hereby offers to buy from McDonald's USA, LLC, a Delaware limited liability company, ("Seller") the easement and easement rights over, under, on, across and through that certain real property owned by Seller located at 8230 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 \$46,310.00 (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) leases and rights of possession pursuant to an unrecorded operators lease with the franchisee on the property subject to the Easement, if any, easements, restrictions, conditions and covenants of record. 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 and tests.
8. Seller covenants, represents and warrants to Buyer as follows:
 - (a) Seller has the full right and authority to convey or cause to be conveyed 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 except in connection with an unrecorded operators lease with the franchisee on the real property subject to the Easement, if any.
 - (d) To Seller's actual knowledge, without having done any testing, 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 to Seller's actual knowledge, without having done any testing, 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) To Seller's actual knowledge, without having done any testing, 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) To Seller's actual knowledge, there is no litigation, proceeding or action pending or threatened against or relating to 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.

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 any damages available at law or in equity. If Buyer fails to perform any of Buyer's obligations under this Agreement, then Seller may recover from Buyer any damages available at law or in equity.

12. Buyer warrants that each person signing this Agreement in a representative capacity on behalf of Buyer has authority to do so, and Seller warrants that each person signing this Agreement in a representative capacity on behalf of Seller has authority to do so. 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 for a period of two (2) years.

14. All notices and other communications required or permitted to be given hereunder shall be in writing and 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:

McDonald's USA, LLC,
a Delaware limited liability company

 One McDonald's Plaza
 Oak Brook, IL 60523
 Attn: US Legal Dept. LC: 034-1410

With a copy to:
 McDonald's Corp.
 2 Easton Oval, Ste. 200
 Columbus, OH 43219.

15. 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.

16. 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:

MCDONALD'S USA, LLC,
A DELAWARE LIMITED LIABILITY COMPANY



Mh

By: Mahir Hussain

Its: Senior Counsel

Date: November 29, 2006

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.

(signatures to follow)

EXHIBIT A

PERMANENT RIGHT OF WAY AND USE EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT: McDonald's USA, LLC, a limited liability company, the Grantor 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, 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): 229 SH
Euclid Corridor Transportation Project / ECTP

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

Prior Instrument Reference: Volume 200608080212,
Cuyahoga County Recorder's Office.

Permanent Parcel Number 119-14-077, 119-14-078 and 119-14-001

And the said Grantor, 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 of said premises, and is lawfully seized of the same in fee simple, and has good right and full power to grant, 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. 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

IN WITNESS WHEREOF, McDonald's USA, LLC, a Delaware limited liability company,

has caused its name to be subscribed by _____, its duly authorized agent,
on the _____ day of _____, 20__.

MCDONALD'S USA, LLC,
A DELAWARE LIMITED LIABILITY COMPANY

By: _____

STATE OF OHIO, COUNTY OF _____ SS:

BE IT REMEMBERED, that on the _____ day of _____, 20__,
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
McDonald's USA, LLC, a Delaware limited liability company, 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: _____

This instrument was prepared by or on behalf of the Greater Cleveland Regional Transit Authority.

EXHIBIT A**PARCEL 229-SH****Euchd 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, 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 existing rights of ingress and egress to and from any residual area, including existing curb cuts.

[Surveyor's description of the premises follows]

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

EXHIBIT A

Page 1 of 1

RX 270
Rev. 04/03

PARCEL P/D	2295SH
CITY-RTS-SEC	GCRTA-PROJ. 38-C04
Version Date	September 26, 2005

PARCEL 229-SH
GCRTA-PROJ. 38-C04
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 Original 100 Acre Lot 399, also a part of the lands conveyed to the McDonalds Corporation by Volume 90-0406, Page 41 and Volume 96-09015, Page 54 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 westerly right of way of East 83rd Street at 40.00 feet right of centerline of right of way and construction of Euclid Avenue Station 272+54.16 and 30.00 feet left of centerline of right of way and construction of East 83rd Street Station 49+61.62;

- 1) Thence South 00° 03' 57" East along the westerly right of way of East 83rd Street, 32.96 feet to a point 30.00 feet left of centerline of right of way and construction of East 83rd Street Station 49+28.67;
- 2) Thence leaving said right of way, North 43° 27' 22" West, 23.16 feet to a point 57.00 feet right of centerline of right of way and construction of Euclid Avenue Station 272+39.18;
- 3) Thence North 86° 50' 47" West, 187.46 feet to a point on the easterly line of lands conveyed to Liberty Hill Baptist Church by Volume 8616, Page 520 on file in the Cuyahoga County Recorder's Office at 57.00 feet right of centerline of right of way and construction of Euclid Avenue Station 270+51.72;
- 4) Thence North 00° 52' 53" West along said line, 17.04 feet to a point on the southerly right of way of Euclid Avenue at 40.00 feet right of centerline of right of way and construction of Euclid Avenue Station 270+50.52;
- 5) Thence South 86° 50' 47" East along said right of way, 203.64 feet to the point of beginning.

Containing within said bounds 0.0823 acres of land of which 0.0286 acres lie in parcel 119-14-077, 0.0274 acres in 119-14-078 and 0.0263 acres in 119-14-001.

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 East 83rd Street.

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

Date:

9/26/05Mark A. Yeager

Mark A. Yeager, P.S. 7289



GCRTA / ECTP / C04
McDonald's Corporation / Parcel 229 SH, T

EXHIBIT "B"
PERMITTED TITLE EXCEPTIONS

<u>EASEMENTS</u>	<u>Name & Address</u>	<u>Type</u>
Volume 1619, Page 306 From: The Cleveland Trust Company, a Corporation Existing Under the Laws of the State of Ohio (No address) To: Max Lees (No address) Desc.: City of Cleveland Part of Original Lot No. 399 Dated: 4-19-1915		Driveway easement
Volume 7480, Page 648 From: Lester Blaushild, Married to Milly Blaushild (No address) To: William L. Thomas, Inc., an Ohio Corporation 5310 St. Clair Avenue Cleveland, Ohio Desc.: City of Cleveland Part of Original 100 Acre Lot No. 399 Dated: 5-16-1952		Driveway easement for ingress and egress
Volume 7480, Page 652 From: Lester Blaushild, Married to Milly Blaushild (No address) To: Ben Glassman (No address) Desc.: City of Cleveland Part of Original 100 Acre Lot No. 399 Dated: 5-16-1952		Driveway easement
Volume 7871, Page 55 From: William L. Thomas, Inc., an Ohio Corporation (No address) To: Isadore Susman 2963 East 55 th Street Cleveland, Ohio Desc.: City of Cleveland Part of Original 100 Acre Lot No. 399 Dated: 9-30-1953		Driveway easement

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

- * Resolution: An emergency resolution declaring the necessity of appropriating land hereinafter described for the purpose of widening Euclid Avenue between East 69th Street and East 105th Street.

EXHIBIT A

TEMPORARY RIGHT OF WAY AND USE EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT: McDonald's USA, LLC, a Delaware limited liability company, the Grantor herein, in consideration of the sum of Ten Dollars (\$10.00) and other consideration, receipt of which is hereby acknowledged paid by Greater Cleveland Regional Transit Authority, the Grantee herein, does hereby grant, to said Grantee, its successors and assigns, a temporary easement to occupy and use solely for the purposes described in Exhibit "A" the following described real estate:

PARCEL(S): 229 T

Euclid Corridor Transportation Project / ECTP

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

Prior Instrument Reference: AFN 200608080212,
Cuyahoga County Recorder's Office,

Cuyahoga County Permanent Parcel No. 119-14-077, 119-14-078 and 119-14-001

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.

The duration of the temporary easement herein granted to the Grantee shall have a term of twenty-four (24) months commencing on the date that is the last to occur at (a) the date that the work described herein is first commenced by the Grantee, or its duly authorized employees, agents, and contractors, and (b) the date that use and occupancy of the property subject to this temporary easement by Grantee or its duly authorized employees, agents and contractors first occurs.

All terms, conditions and covenants contained herein shall be binding upon the parties hereto and their respective successors and assigns.

Grantee, as soon as is practicable after construction of the improvements and all subsequent entries made pursuant to the rights granted herein, shall cause restoration of the described easement area(s) and shall cause restoration of Grantor's property outside the easement area(s) for any damage that is caused by the activities of Grantee or Grantee's agents, employees, contractors, successors or assigns. Such restoration shall include replacement or repair of damaged sidewalk/pavement, re-seeding of damaged lawn area, and returning the surface area to its former grade as nearly as is reasonably possible, but subject to Grantee's right to grade said easement area(s) so as to be aesthetically and architecturally compatible with the completed improvement anticipated hereinabove.

Grantor hereby covenants that it is the true and lawful owner of the above-described real property and is lawfully seized of the same in fee simple and has good right and full power to grant this easement.

Grantor shall have vehicular access to and from its property at all times during the term of the temporary easement. Grantee shall require its contractor to make available during construction steel plates, bridges or other means, to bridge across the roadway construction to provide full time (24 hours – 7 days a week) access to driveways serving the Grantor's property; provided, however, that vehicular access may from time to time be restricted at such times approved (which approval shall not be unreasonably withheld, conditioned or delayed) by Grantor in advance upon notice given to Grantor a minimum of twenty-four (24) hours in advance. Grantor and Grantee shall cooperate in good faith in scheduling periods of restricted pedestrian access.

Grantor shall have pedestrian access to and from Grantor's property at all times during the term of this temporary easement. Grantee shall require its contractor to make available during construction, steel plates, bridges or other means, to bridge across open excavations to provide pedestrian access full time (24 hours a day – 7 days a week) to abutting properties at locations determined by Grantee's engineer; provided, however, that pedestrian access may from time to time be restricted at such times approved (which approval shall not be unreasonably withheld, conditioned or delayed) by Grantor in advance upon notice given to Grantor a minimum of twenty-four (24) hours in advance. Grantor and Grantee shall cooperate in good faith in scheduling periods of restricted pedestrian access.

Grantor retains for itself, its lessees, grantees, successors and assigns, the right to fully use and enjoy the easement area(s) for all uses and purposes whatsoever that do not unreasonably interfere with Grantee's intended use of the easement area(s). Grantee covenants and agrees that it shall conduct all work in connection with its activities in the easement area(s) in such a manner as to not unreasonably disturb other improvements located on the Grantor's property, and Grantee shall, in exercising its rights, use commercially reasonable efforts to minimize the duration and degree of any interference with Grantor's use and enjoyment of the Grantor's property, including the easement area(s).

All notices and other communications required or permitted to be given hereunder shall be in writing and shall be mailed by certified or registered mail, postage prepaid, return receipt requested, or by recognized overnight delivery service, 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:

McDonald's USA, LLC

One McDonald's Plaza
Oak Brook, IL 60523
Attn: US Legal Dept. LC: 034-1410

With a copy to:

McDonald's Corp.
2 Easton Oval, Ste. 200
Columbus, OH 43219

[remainder of page intentionally left blank; signatures to follow]

IN WITNESS WHEREOF, McDonald's USA, LLC, a Delaware limited liability company, has caused its name to be subscribed by _____, its duly authorized agent, on the _____ day of _____, 20_____.

MCDONALD'S USA, LLC,
A DELAWARE LIMITED LIABILITY COMPANY

By: _____

STATE OF OHIO, COUNTY OF _____ SS:

BE IT REMEMBERED, that on the _____ day of _____, 20____, 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 McDonald's USA, LLC, a Delaware limited liability company, 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: _____

This instrument was prepared by or on behalf of the Greater Cleveland Regional Transit Authority.

RX250
Rev. 06/03

EXHIBIT A

Page 1 of 1

PID	229T
PARCEL	GCRTA-PROJ38-CO4
CTY-RTR-SEC	GCRTA-PROJ38-CO4
Version Date	September 26, 2003

**PARCEL 229-T
GCRTA-PROJ38-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 Original 100 Acre Lot 399, also a part of the lands conveyed to the McDonalds Corporation by Volume 90-0406, Page 41 and Volume 96-09015, Page 54 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 83rd Street at 30.00 feet left of centerline of right of way and construction of East 83rd Street Station 49+28.67;

- 1) Thence South 00° 03' 57" East along said right of way, 11.65 feet to a point 30.00 feet left of centerline of right of way and construction of East 83rd Street Station 49+17.02;
- 2) Thence leaving said right of way, North 43° 27' 22" West, 28.43 feet to a point 65.00 feet right of centerline of right of way and construction of Euclid Avenue Station 272+36.00;
- 3) Thence North 86° 50' 47" West, 183.72 feet to a point on the easterly line of lands conveyed to Liberty Hill Baptist Church by Volume 8616, Page 520 on file in the Cuyahoga County Recorder's Office at 65.00 feet right of centerline of right of way and construction of Euclid Avenue Station 270+52.29;
- 4) Thence North 00° 52' 53" West along said line, 8.02 feet to a point 57.00 feet right of centerline of right of way and construction of Euclid Avenue Station 270+51.72;
- 5) Thence South 86° 50' 47" East, 187.46 feet to a point 57.00 feet right of centerline of right of way and construction of Euclid Avenue Station 272+39.18;
- 6) Thence South 43° 27' 22" East, 23.16 feet to the point of beginning.

Containing within said bounds 0.0388 acres of land of which 0.0134 acres lie in 119-14-077, 0.0129 acres in 119-14-078 and 0.0125 acres lie in 119-14-001.

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 East 83rd Street

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, S. 7289

