

RESOLUTION NO. 2007-83

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 \$374,108.90 (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 256 located at 10101 Euclid Avenue and B.) Parcel 261 located at 10510-10638 Euclid Avenue; and

WHEREAS, A.) Ronald McDonald House of Cleveland, Inc. is the owner of Parcel 256 and B.) W.O. Walker Center, Inc. is the owner of Parcel 261, 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.) Ronald McDonald House of Cleveland, Inc. in the amount of \$245,618.90 and B.) W.O. Walker Center, Inc. in the amount of \$128,490.00.

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 \$374,108.90 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 \$233,818.06 and Capital Grant OH-90-X530 in the amount of \$140,290.84 for a total amount of \$374,108.90 (\$299,287.12 in Federal funds which represents 80% of the total cost.). Federal funds under Capital Grant OH-90-X530 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.

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

Adopted: June 19, 2007

  
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Resident

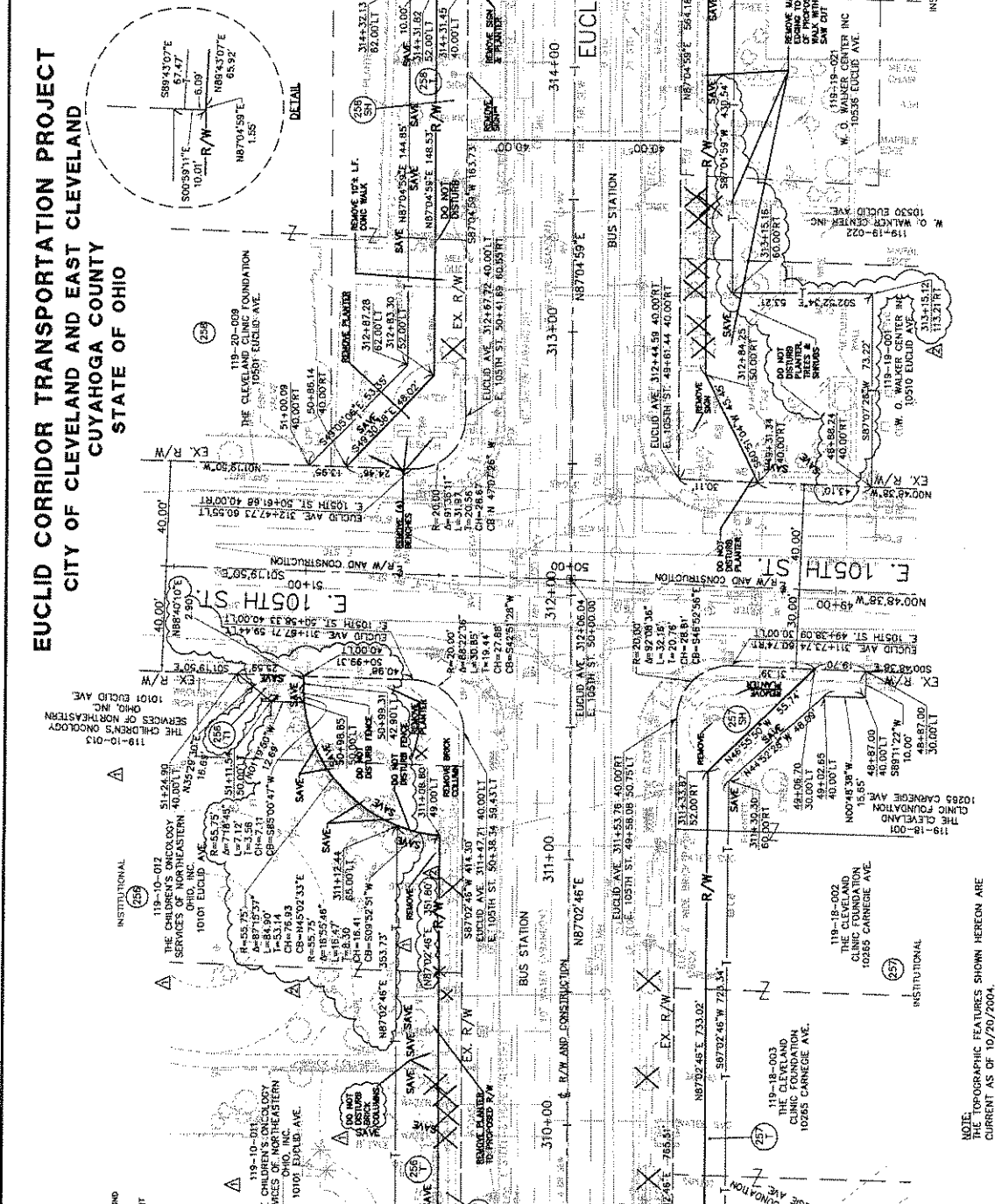
Attest:   
\_\_\_\_\_  
CEO, General Manager/Secretary-Treasurer



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

**MONUMENT LEGEND**

1/4" x 1/4" x 1/4" SET	IRON PIN SET
1/4" x 1/4" x 1/4" BOARD	DRILL HOLE BOARD
1/4" x 1/4" x 1/4" BOARD	CLONE
1/4" x 1/4" x 1/4" BOARD	IRON PIN BOARD
1/4" x 1/4" x 1/4" BOARD	IRON PIPE BOARD
1/4" x 1/4" x 1/4" BOARD	MAG NAIL BOARD
1/4" x 1/4" x 1/4" BOARD	PK NAIL BOARD
1/4" x 1/4" x 1/4" BOARD	RAILROAD SPIKE BOARD
1/4" x 1/4" x 1/4" BOARD	EXISTING MONUMENT
1/4" x 1/4" x 1/4" BOARD	PROPOSED MONUMENT



**REVISION BLOCK**

NO.	DATE	BY	DESCRIPTION
1	8/6/08	BCP	ADDITIONAL E
2	7/15/07	RCR	EUCLID AND CLINIC REVISIONS
3			
4			
5			
6			
7			

NOTE: THE TOPOGRAPHIC FEATURES SHOWN HEREON ARE CURRENT AS OF 10/20/2004.

NOTE: THE EXISTING RIGHT OF WAY WIDTH AND LOCATION WERE DETERMINED USING TAX MAPS & SUBDIVISION PLATS ON FILE WITH THE DIVISION OF REVENUE OFFICE AND CUYAHOGA COUNTY RECORDERS OFFICE. THE LOCATION OF MONUMENTS AND MONUMENT RECORDS FROM THE CITY OF CLEVELAND FIELD BOOKS WERE USED.

119-18-003  
THE CLEVELAND CLINIC FOUNDATION  
10285 CARNEGIE AVE.

119-10-002  
THE CLEVELAND CLINIC FOUNDATION  
10285 CARNEGIE AVE.

119-20-009  
THE CLEVELAND CLINIC FOUNDATION  
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W. O. W

RX 270  
Rev. 04/03

PID  
PARCEL 256SH  
CTY-RTE-SEC GCRTA-PROJ. 38-CO4  
Version Date March 19, 2007

**PARCEL 256-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 Sublots 1 and 2 in the Nathan Post Heirs Allotment as shown in Volume 11, Page 37 on file in the Cuyahoga County Plat Records and part of Original 100 Acre Lot 401, also being a part of the lands conveyed to The Children's Oncology Services of Northeastern Ohio, Inc. by Volume 92-6663, Page 47 on file in the Cuyahoga County Recorder's Office and being a parcel of land lying on the left side of the centerline of right of way and construction of Euclid Avenue, bounded and described as follows:

**Beginning** at the intersection of the northerly right of way of Euclid Avenue with the easterly right of way of East 101<sup>st</sup> Street at 40.00 feet left of centerline of right of way and construction of Euclid Avenue Station 307+33.42 and 30.00 feet right of centerline of right of way and construction of East 101<sup>st</sup> Street Station 50+41.93;

- 1) Thence North 00° 34' 59" East along the easterly line of East 101<sup>st</sup> Street, 28.01 feet to a point 30.00 feet right of centerline of right of way and construction of East 101<sup>st</sup> Street Station 50+69.94;
- 2) Thence leaving said right of way, South 52° 00' 11" East, 28.92 feet to a point 49.00 feet left of centerline of right of way and construction of Euclid Avenue Station 307+56.99;
- 3) Thence North 87° 02' 46" East, 351.80 feet to a point 49.00 feet left of centerline of right of way and construction of Euclid Avenue Station 311+08.80;
- 4) Thence along the arc of a curve which deflects to the right, 84.90 feet to a point at 42.90 feet left of centerline of right of way and construction of E. 105<sup>th</sup> Street Station 50+99.31; said curve having a radius of 55.75 feet, a central angle of 87° 15' 37" and a chord of 76.93 feet which bears North 45° 02' 33" East;
- 5) Thence North 88° 40' 10" East, 2.90 feet to a point on the westerly right of way of East 105<sup>th</sup> Street at 40.00 feet left of centerline of right of way and construction of East 105<sup>th</sup> Street Station 50+99.31;
- 6) Thence South 01° 19' 50" East along said right of way, 40.98 feet to a point 59.44 feet left of centerline of right of way and construction of Euclid Avenue Station 311+67.71 and 40.00 feet left of centerline of right of way and construction of East 105<sup>th</sup> Street Station 50+58.33;
- 7) Thence along the arc of a curve which deflects to the right, 30.85 feet to a point on the northerly right of way of Euclid Avenue at 40.00 feet left of centerline of right of way and construction of Euclid Avenue Station 311+47.71 and 59.43 feet left of centerline of right of way and construction of East 105<sup>th</sup> Street Station 50+38.34; said curve having a radius of 20.00 feet, a central angle of 88° 22' 36" and a chord of 27.88 feet which bears South 42° 51' 28" West;
- 8) Thence South 87° 02' 46" West along said right of way, 414.30 feet to the point of beginning.

RX 270  
Rev. 04/03

PID  
PARCEL 256SH  
CTY-RTE-SEC GCRTA-PROJ. 38-CO4  
Version Date March 19, 2007

Containing within said bounds 0.1478 acres of land of which 0.0389 acres lie in 119-10-008, 0.0066 acres lie in 119-10-009, 0.0053 acres lie in 119-10-010, 0.0211 acres lie in 119-10-011, 0.0347 acres lie in 119-10-012 and 0.0412 acres lie in 119-10-013.

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

The stations referred to herein are from the centerline of right of way and construction of Euclid Avenue, East 101<sup>st</sup> Street and East 105<sup>th</sup> Street.

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

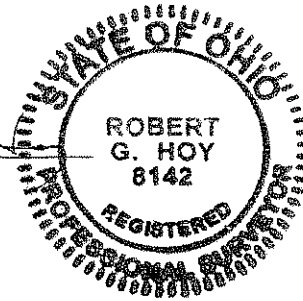
Date:

03/19/07

Robert G. Hoy

KS Associates, Inc.

Robert G. Hoy, P.S. 8142



RX250  
Rev. 04/03

PID  
PARCEL 256T  
CTY-RTE-SEC GCRTA-PROJ.38-CO4  
Version Date March 19, 2007

**PARCEL 256-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 Sublots 1 and 2 in the Nathan Post Heirs Allotment as shown in Volume 11, Page 37 on file in the Cuyahoga County Plat Records and part of Original 100 Acre Lot 401, also being a part of the lands conveyed to The Children's Oncology Services of Northeastern Ohio, Inc. by Volume 92-6663, Page 47 on file in the Cuyahoga County Recorder's Office and being a parcel of land lying on the left side of the centerline of right of way and construction of Euclid Avenue, bounded and described as follows;

**Beginning** at a point on the easterly right of way of East 101<sup>st</sup> Street at 30.00 feet right of centerline of right of way and construction of East 101<sup>st</sup> Street Station 51+05.61;

- 1) Thence leaving said right of way, South 31° 56' 37" East, 44.08 feet to a point 65.00 feet left of centerline of right of way and construction of Euclid Avenue Station 307+58.71;
- 2) Thence North 87° 02' 46" East, 353.73 feet to a point 65.00 feet left of centerline of right of way and construction of Euclid Avenue Station 311+12.44;
- 3) Thence along the arc of a curve which deflects to the left, 16.47 feet to a point at 49.00 feet left of centerline of right of way and construction of Euclid Avenue Station 311+08.80; said curve having a radius of 55.75 feet, a central angle of 16° 55' 46" and a chord of 16.41 feet which bears South 09° 52' 51" West;
- 4) Thence South 87° 02' 46" West, 351.80 feet to a point 49.00 feet left of centerline of right of way and construction of Euclid Avenue Station 307+56.99;
- 5) Thence North 52° 00' 11" West, 28.92 feet to a point on the easterly right of way of East 101<sup>st</sup> Street at 30.00 feet right of centerline of right of way and construction of East 101<sup>st</sup> Street Station 50+69.94;
- 6) Thence North 00° 34' 59" East along said right of way, 35.67 feet to the point of beginning.

Containing within said bounds 0.1435 acres of land of which 0.0656 acres lie in parcel 119-10-008, 0.0117 acres lie in 119-10-009, 0.0093 acres lie in 119-10-010, 0.0376 acres lie in 119-10-011, 0.0193 acres lie in 119-10-012.

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 101<sup>st</sup> Street.

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

RX250  
Rev. 04/03

PID  
PARCEL  
CTY-RTE-SEC  
Version Date

256T  
GCRTA-PROJ.38-C04  
March 19, 2007

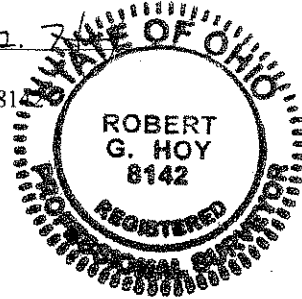
Date:

03/19/2007

Robert M. 7/6

KS Associates, Inc.

Robert G. Hoy, P.S. 8142





RX250  
Rev. 04/03

PID  
PARCEL  
CITY-RTE-SEC  
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March 19, 2007

**PARCEL 256-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 Sublots 1 and 2 in the Nathan Post Heirs Allotment as shown in Volume 11, Page 37 on file in the Cuyahoga County Plat Records and part of Original 100 Acre Lot 401, also being a part of the lands conveyed to The Children's Oncology Services of Northeastern Ohio, Inc. by Volume 92-6663, Page 47 on file in the Cuyahoga County Recorder's Office and being a parcel of land lying on the left side of the centerline of right of way and construction of Euclid Avenue, bounded and described as follows;

Beginning at a point on the westerly right of way of East 105<sup>th</sup> Street at 40.00 feet left of centerline of right of way and construction of East 105<sup>th</sup> Street Station 50+99.31;

- 1) Thence North 88° 40' 10" East, 2.90 feet to a point 43.00 feet left of centerline of right of way and construction of East 105<sup>th</sup> Street Station 50+99.31;
- 2) Thence along the arc of a curve which deflects to the left, 7.12 feet to a point at 50.00 feet left of centerline of right of way and construction of East 105<sup>th</sup> Street Station 50+98.85; said curve having a radius of 55.75 feet, a central angle of 7° 18' 45" and a chord of 7.11 feet which bears South 85° 00' 47" West;
- 3) Thence North 01° 19' 50" West, 12.69 feet to a point 50.00 feet left of centerline of right of way and construction of East 105<sup>th</sup> Street Station 51+11.54;
- 4) Thence North 35° 29' 30" East, 16.69 feet to a point on the westerly right of way of East 105<sup>th</sup> Street at 40.00 feet left of centerline of right of way and construction of East 105<sup>th</sup> Street Station 51+24.90;
- 5) Thence South 01° 19' 50" East along said right of way, 25.59 feet to the point of beginning.

Containing within said bounds 0.0044 acres of land in 119-10-013.

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

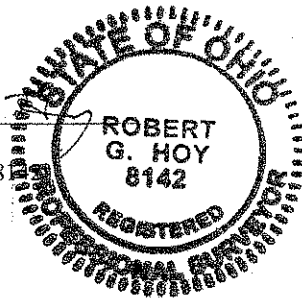
The stations referred to herein are from the centerline of right of way and construction of Euclid Avenue and East 105<sup>th</sup> Street.

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

Date:

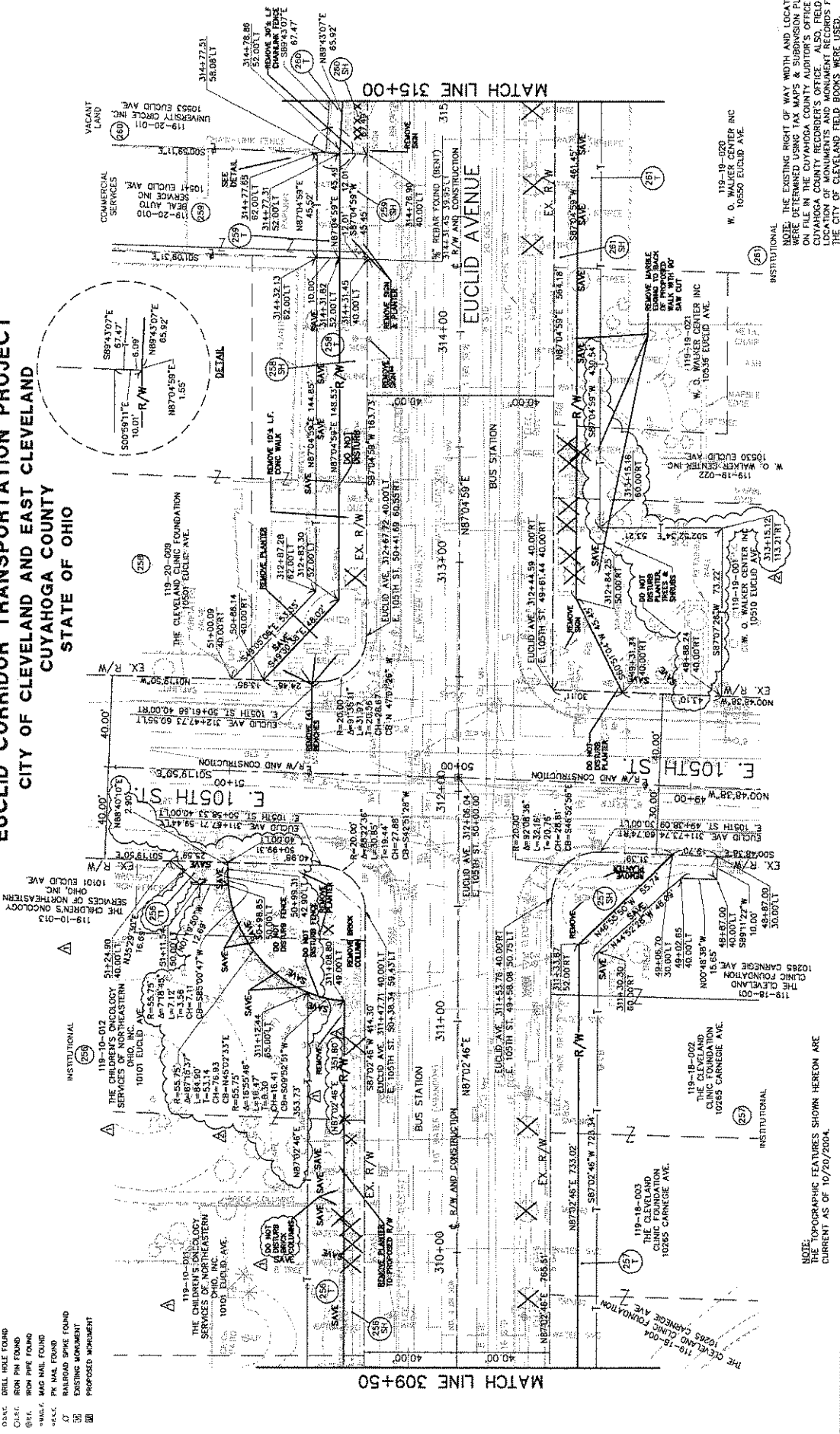
03/19/2007

Robert G. Hoy  
KS Associates, Inc.  
Robert G. Hoy, P.S. 8142



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

- MONUMENT LEGEND**
- 1/4" x 1/4" IRON PIN SET
  - 3/4" x 3/4" DRILL HOLE FOUND
  - 3/4" x 3/4" IRON PIPE FOUND
  - 1/2" x 1/2" IRON PIPE FOUND
  - 1/2" x 1/2" MAG NAIL FOUND
  - 1/2" x 1/2" PK NAIL FOUND
  - RAILROAD SPIKE FOUND
  - EXISTING MONUMENT
  - PROPOSED MONUMENT



NOTE: THE EXISTING RIGHT OF WAY WIDTH AND LOCATION OF THE MONUMENTS SHOWN HEREON ARE CURRENT AS OF 10/20/2004.

<p>REVISION BLOCK</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%;">NO.</td> <td style="width: 15%;">DATE</td> <td style="width: 40%;">BY</td> <td style="width: 20%;">CHECKED BY</td> <td style="width: 20%;">REVISION</td> </tr> <tr> <td>1</td> <td>10/20/04</td> <td>SP/100</td> <td>SP/100</td> <td>ISSUED FOR PERMITS</td> </tr> <tr> <td>2</td> <td>3/15/07</td> <td>SP/100</td> <td>SP/100</td> <td>ISSUED FOR CONSTRUCTION</td> </tr> <tr> <td>3</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>4</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>5</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>6</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>7</td> <td></td> <td></td> <td></td> <td></td> </tr> </table>	NO.	DATE	BY	CHECKED BY	REVISION	1	10/20/04	SP/100	SP/100	ISSUED FOR PERMITS	2	3/15/07	SP/100	SP/100	ISSUED FOR CONSTRUCTION	3					4					5					6					7					<p>DESIGNER: SP/100</p> <p>DESIGNER: SP/100</p> <p>DATE: 10/20/04</p> <p>SCALE: HORIZ. 1" = 20'</p> <p>VERT. N/A</p>	<p>SCALE: 0 10 20 40 FEET</p> <p>SCALE: 0 10 20 40 METERS</p>	<p>THE CITY OF CLEVELAND CITY ENGINEER</p> <p>THE CITY OF EAST CLEVELAND CITY ENGINEER</p>	<p>WILSON SMITH ASSOCIATES CLEVELAND, OHIO</p> <p>WILSON SMITH ASSOCIATES CLEVELAND, OHIO</p>	<p>GREATER CLEVELAND REGIONAL AUTHORITY</p>	<p>ROW PLAN EUCLID AVENUE STA. 309+50 TO STA. 315+00 BID PACKAGE - C04</p>	<p>SHEET NO. RW148</p> <p>TOTAL SHEETS 38 OF 43</p>
NO.	DATE	BY	CHECKED BY	REVISION																																											
1	10/20/04	SP/100	SP/100	ISSUED FOR PERMITS																																											
2	3/15/07	SP/100	SP/100	ISSUED FOR CONSTRUCTION																																											
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RX 270  
Rev. 04/03

PID  
PARCEL 261SH  
CTY-RTE-SEC GCRTA-PROJ. 38-CO4  
Version Date February 15, 2006

**PARCEL 261-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 Sublots 3,4,5 and 6 in the Subdivision made by Administrator's of the Estate of Job Doan as shown on the record plat in Volume 15, Page 284 on file in the Cuyahoga County Plat Records and Sublots 1 and 2 in the Boise Allotment as shown on the record plat in Volume 9, Page 22 on file in the Cuyahoga County Plat Records and part of Original 100 Acre Lot 402, also being a part of the lands conveyed to the W. O. Walker Center, Inc. by Volume 97-11701, Page 38 and Volume 97-11701, 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 intersection of the southerly right of way of Euclid Avenue and the easterly right of way of East 105<sup>th</sup> Street at 40.00 feet right of centerline of right of way and construction of Euclid Avenue Station 312+44.59 and 40.00 feet right of centerline of right of way and construction of East 105<sup>th</sup> Street Station 49+61.44;

- 1) Thence North 87° 04' 59" East along the southerly right of way of Euclid Avenue, 564.18 feet to a point on the westerly right of way of Stokes Boulevard at 40.00 feet right of centerline of right of way and construction of Euclid Avenue Station 318+08.77 and 30.00 feet left of centerline of right of way and construction of Stokes Boulevard Station 49+62.81;
- 2) Thence South 08° 38' 43" East along the westerly right of way of Stokes Boulevard, 29.15 feet to a point 30.00 feet left of centerline of right of way and construction of Stokes Boulevard Station 49+33.66;
- 3) Thence leaving said right of way, North 48° 28' 32" West, 32.86 feet to a point 46.00 feet right of centerline of right of way and construction of Euclid Avenue Station 317+88.22;
- 4) Thence South 87° 04' 59" West, 42.52 feet to a point 46.00 feet right of centerline of right of way and construction of Euclid Avenue Station 317+45.70;
- 5) Thence South 02° 55' 01" East, 4.00 feet to a point 50.00 feet right of centerline of right of way and construction of Euclid Avenue Station 317+45.70;
- 6) Thence South 87° 04' 59" West, 461.45 feet to a point 50.00 feet right of centerline of right of way and construction of Euclid Avenue Station 312+84.25;
- 7) Thence South 60° 51' 04" West, 45.45 feet to a point on the easterly right of way of East 105<sup>th</sup> Street at 40.00 feet right of centerline of right of way and construction of East 105<sup>th</sup> Street Station 49+31.34;
- 8) Thence North 00° 48' 38" West along said right of way, 30.11 feet to the point of beginning.

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PARCEL 261SH  
CTV-RTE-SEC GCRTA-PROJ. 38-CO4  
Version Date February 15, 2006

Containing within said bounds 0.1386 acres of land of which 0.0284 acres lie in 119-19-001, 0.0073 acres lie in 119-19-022, 0.0157 acres lie in 119-19-021, 0.0172 acres lie in 119-19-020, 0.0172 acres lie in 119-19-019, 0.0165 acres lie in 119-19-018, 0.0047 acres lie in 119-19-017 and 0.0316 acres lie in 119-19-016.

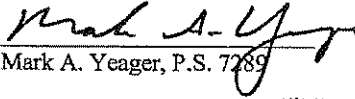
Bearings are based on Ohio State Plane, North Zone NAD83 (1995) Grid North.

The stations referred to herein are from the centerline of right of way and construction of Euclid Avenue, East 105<sup>th</sup> Street and Stokes Boulevard.

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

Date:

2/15/06

  
Mark A. Yeager, P.S. 7289



RX250  
Rev. 04/03

PID  
PARCEL  
CTY-RTE-SEC  
Version Date

261T  
GCRTA-PROJ.38-CO4  
March 19, 2007

**PARCEL 261-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 Sublots 3,4,5 and 6 in the Subdivision made by Administrator's of the Estate of Job Doan as shown on the record plat in Volume 15, Page 284 on file in the Cuyahoga County Plat Records and Sublots 1 and 2 in the Boise Allotment as shown on the record plat in Volume 9, Page 22 on file in the Cuyahoga County Plat Records and part of Original 100 Acre Lot 402, also being a part of the lands conveyed to the W. O. Walker Center, Inc. by Volume 97-11701, Page 38 and Volume 97-11701, 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 a point on the easterly right of way of East 105<sup>th</sup> Street at 40.00 feet right of centerline of right of way and construction of East 105<sup>th</sup> Street Station 49+31.34;

- 1) Thence leaving said right of way, North 60° 51' 04" East, 45.45 feet to a point 50.00 feet right of centerline of right of way and construction of Euclid Avenue Station 312+84.25;
- 2) Thence North 87° 04' 59" East, 461.45 feet to a point 50.00 feet right of centerline of right of way and construction of Euclid Avenue Station 317+45.70;
- 3) Thence South 02° 55' 01" East, 10.00 feet to a point 60.00 feet right of centerline of right of way and construction of Euclid Avenue Station 317+45.70;
- 4) Thence South 87° 04' 59" West, 430.54 feet to a point 60.00 feet right of centerline of right of way and construction of Euclid Avenue Station 313+15.16;
- 5) Thence South 02° 52' 34" East, 53.21 feet to a point at 113.21 feet right of centerline of right of way and construction of Euclid Avenue Station 313+15.12;
- 6) Thence South 87° 07' 26" West, 73.22 feet to a point on the easterly right of way of East 105<sup>th</sup> Street at 40.00 feet right of centerline of right of way and construction of East 105<sup>th</sup> Street Station 48+88.24;
- 7) Thence North 00° 48' 38" West along said right of way, 43.10 feet to the point of beginning.

Containing within said bounds 0.1942 acres of land of which 0.0982 acres lie in 119-19-001, 0.0072 acres lie in 119-19-022, 0.0158 acres lie in 119-19-021, 0.0172 acres lie in 119-19-020, 0.0172 acres lie in 119-19-019, 0.0116 acres lie in 119-19-018, 0.0096 acres lie in 119-19-017 and 0.0174 acres lie in 119-19-016.

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 105<sup>th</sup> Street.

RX250  
Rev. 04/03

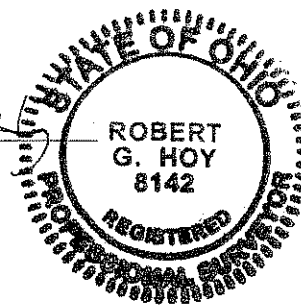
Page 2 of 2  
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PARCEL  
CTY-RTE-SEC  
Version Date  
261T  
GCRTA-PROJ.38-CO4  
March 19, 2007

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

Date:

03/19/2007

Robert G. Hoy  
KS Associates, Inc.  
Robert G. Hoy, P.S. 8142





RX250  
Rev. 04/03

PID  
PARCEL  
CTY-RTE-SEC  
Version Date

261T1  
GCRTA-PROJ.38-CO4  
February 15, 2006

**PARCEL 261-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 Sublots 3,4,5 and 6 in the Subdivision made by Administrator's of the Estate of Job Doan as shown on the record plat in Volume 15, Page 284 on file in the Cuyahoga County Plat Records and Sublots 1 and 2 in the Boise Allotment as shown on the record plat in Volume 9, Page 22 on file in the Cuyahoga County Plat Records and part of Original 100 Acre Lot 402, also being a part of the lands conveyed to the W. O. Walker Center, Inc. by Volume 97-11701, Page 38 and Volume 97-11701, 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 a point on the westerly right of way of Stokes Boulevard at 30.00 feet left of centerline of right of way and construction of Stokes Boulevard Station 49+33.66;

- 1) Thence South 08° 38' 43" East along said right of way, 67.85 feet to a point 30.00 feet left of centerline of right of way and construction of Stokes Boulevard Station 48+65.81;
- 2) Thence leaving said right of way, North 82° 31' 40" West, 18.64 feet to a point 47.90 feet left of centerline of right of way and construction of Stokes Boulevard Station 48+70.98;
- 3) Thence North 14° 13' 20" East, 28.14 feet to a point 36.97 feet left of centerline of right of way and construction of Stokes Boulevard Station 48+96.91;
- 4) Thence North 03° 04' 49" West, 40.19 feet to a point 33.07 feet left of centerline of right of way and construction of Stokes Boulevard Station 49+36.91;
- 5) Thence South 86° 55' 11" West, 9.96 feet to a point 56.04 feet left of centerline of right of way and construction of Stokes Boulevard Station 49+37.88;
- 6) Thence North 03° 04' 49" West, 10.07 feet to a point 56.04 feet right of centerline of right of way and construction of Euclid Avenue Station 317+98.31;
- 7) Thence South 86° 55' 11" West, 10.06 feet to a point 56.07 feet right of centerline of right of way and construction of Euclid Avenue Station 317+88.25;
- 8) Thence North 03° 04' 49" West, 10.07 feet to a point 46.00 feet right of centerline of right of way and construction of Euclid Avenue Station 317+88.22;
- 9) Thence South 48° 28' 32" East, 32.86 feet to the point of beginning.

Containing within said bounds 0.0154 acres of land in 119-19-016.

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

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PID  
PARCEL  
CTY-RTE-SEC  
Version Date

261T1  
GCRTA-PROJ.38-CO4  
February 15, 2006

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

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

Date:

2/15/06

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



Attachment C

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)
256SH	119-10-008 through 119-10-013	C04	Ronald McDonald House of Cleveland, Inc.	Permanent Easement	0.0000	0.1478	0.0000
256T	119-10-008 through 119-10-012	C04	Ronald McDonald House of Cleveland, Inc.	Temporary Easement	0.0000	0.0000	0.1435
256T1	119-10-013	C04	Ronald McDonald House of Cleveland, Inc.	Temporary Easement	0.0000	0.0000	0.0044
261SH	119-19-001; 119-19-016 through 119-19-022	C04	W.O. Walker Center, Inc.	Permanent Easement	0.0000	0.1386	0.0000
261T	119-19-001; 119-19-016 through 119-19-022	C04	W.O. Walker Center, Inc.	Temporary Easement	0.0000	0.0000	0.1942
261T1	119-19-016	C04	W.O. Walker Center, Inc.	Temporary Easement	0.0000	0.0000	0.0154



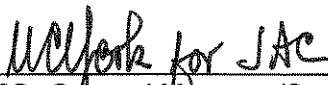
Greater Cleveland Regional Transit Authority  
**STAFF SUMMARY AND COMMENTS**

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 \$374,108.90 (RTA DEVELOPMENT FUND, EUCLID CORRIDOR TRANSPORTATION PROJECT DEPARTMENT BUDGET)	Resolution No.: 2007-83
	Date: June 14, 2007
	Initiator: Euclid Corridor Transportation Project
ACTION REQUEST: <input type="checkbox"/> Approval <input type="checkbox"/> Review/Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other _____	

- 1.0 **PURPOSE/SCOPE:** The purpose of entering into 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 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 GCRTA 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 \$233,818.06 and Capital Grant OH-90-X530 line item 13.75.91 in the amount of \$140,290.84 for a total amount of \$374,108.90 (\$299,287.12 in Federal funds which represents 80% of the total cost). Federal funds under Capital Grant OH-90-X530 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 June 5, 2007 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 Agreement for Parcel 262 only (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) 261 SH, T, T1

Cleveland, Ohio, May 30, 2007

1. The Greater Cleveland Regional Transit Authority ("GCRTA") ("Buyer") hereby offers to buy from W. O. Walker Center, 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 10510-10638 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 \$128,490.00 (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 6<sup>th</sup> Street  
Cleveland, Ohio 44113-1331  
Attn: Kenneth E. Banks – Senior Counsel Contracts and Real Estate

With a copy to:

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

If to Seller:

W. O. Walker Center, Inc.  
an Ohio Non-Profit Corporation  
10524 EUCLID AVE  
CLEVELAND, OH 44106

Attn: PROPERTY MANAGER

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

**BUYER:**

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

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_

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

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

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

Date: \_\_\_\_\_ 200\_\_



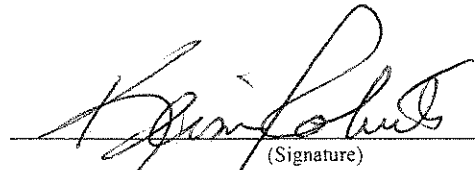
The undersigned, as Seller, hereby accepts the above offer and agrees to all terms and conditions therein stated.

SELLER:

W. O. WALKER CENTER, INC. AN OHIO NON-PROFIT CORPORATION

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

  
\_\_\_\_\_  
(Signature)

By: Kevin Roberts

Its: Co-Chairman

Date: 5/30/ \_\_\_\_\_, 2007

Approved As To Form

Attorney Signature: Mary Beth Leinke

Print Type Name: Mary Beth Leinke

Date: 5/21/07

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

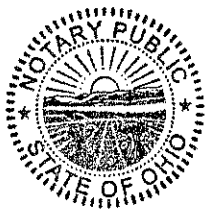
SELLER:

W. O. WALKER CENTER, INC. AN OHIO NON-PROFIT CORPORATION

WITNESS:

*Lorraine Frachette*  
*L. Frachette*

*Andrew Fishleder*  
(Signature)  
By: Andrew Fishleder  
Its: Co-Chairman  
Date: 5/29/07, 2007



LORAIN FRADETTE, Notary Public  
State of Ohio, Cuyahoga County  
My Commission Expires December 4, 2007

APPROVED AS TO FORM  
COF - OFFICE OF  
GENERAL COUNSEL  
BY *[Signature]*  
DATE \_\_\_\_\_  
CMSI# \_\_\_\_\_

**EXHIBIT A**

PERMANENT RIGHT OF WAY AND USE EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT: W. O. Walker Center, 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): 261 SH

Euclid Corridor Transportation Project / ECTP

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

Prior Instrument Reference: Volume 97-11701, Page 38 and Volume 97-11701, Page 50,  
Cuyahoga County Recorder's Office,

Cuyahoga County Permanent Parcel No. 119-19-001, 119-19-016, 119-19-017, 119-19-018,  
119-19-019, 119-19-020, 119-19-021 & 119-19-022

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

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

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

EXHIBIT A

PID	261SH
PARCEL	
CTY-RTE-SEC	GCRTA-PROJ. 38-CO4
Version Date	February 15, 2006

**PARCEL 261-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 Sublots 3,4,5 and 6 in the Subdivision made by Administrator's of the Estate of Job Doan as shown on the record plat in Volume 15, Page 284 on file in the Cuyahoga County Plat Records and Sublots 1 and 2 in the Boise Allotment as shown on the record plat in Volume 9, Page 22 on file in the Cuyahoga County Plat Records and part of Original 100 Acre Lot 402, also being a part of the lands conveyed to the W. O. Walker Center, Inc. by Volume 97-11701, Page 38 and Volume 97-11701, 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 intersection of the southerly right of way of Euclid Avenue and the easterly right of way of East 105<sup>th</sup> Street at 40.00 feet right of centerline of right of way and construction of Euclid Avenue Station 312+44.59 and 40.00 feet right of centerline of right of way and construction of East 105<sup>th</sup> Street Station 49+61.44;

- 1) Thence North 87° 04' 59" East along the southerly right of way of Euclid Avenue, 564.18 feet to a point on the westerly right of way of Stokes Boulevard at 40.00 feet right of centerline of right of way and construction of Euclid Avenue Station 318+08.77 and 30.00 feet left of centerline of right of way and construction of Stokes Boulevard Station 49+62.81;
- 2) Thence South 08° 38' 43" East along the westerly right of way of Stokes Boulevard, 29.15 feet to a point 30.00 feet left of centerline of right of way and construction of Stokes Boulevard Station 49+33.66;
- 3) Thence leaving said right of way, North 48° 28' 32" West, 32.86 feet to a point 46.00 feet right of centerline of right of way and construction of Euclid Avenue Station 317+88.22;
- 4) Thence South 87° 04' 59" West, 42.52 feet to a point 46.00 feet right of centerline of right of way and construction of Euclid Avenue Station 317+45.70;
- 5) Thence South 02° 55' 01" East, 4.00 feet to a point 50.00 feet right of centerline of right of way and construction of Euclid Avenue Station 317+45.70;
- 6) Thence South 87° 04' 59" West, 461.45 feet to a point 50.00 feet right of centerline of right of way and construction of Euclid Avenue Station 312+84.25;
- 7) Thence South 60° 51' 04" West, 45.45 feet to a point on the easterly right of way of East 105<sup>th</sup> Street at 40.00 feet right of centerline of right of way and construction of East 105<sup>th</sup> Street Station 49+31.34;
- 8) Thence North 00° 48' 38" West along said right of way, 30.11 feet to the point of beginning.

EXHIBIT A

RX 270  
Rev. 04/03

PID  
PARCEL 261SH  
CTY-RTE-SEC GCRTA-PROJ. 38-CO4  
Version Date February 15, 2006

Containing within said bounds 0.1386 acres of land of which 0.0284 acres lie in 119-19-001, 0.0073 acres lie in 119-19-022, 0.0157 acres lie in 119-19-021, 0.0172 acres lie in 119-19-020, 0.0172 acres lie in 119-19-019, 0.0165 acres lie in 119-19-018, 0.0047 acres lie in 119-19-017 and 0.0316 acres lie in 119-19-016.

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

The stations referred to herein are from the centerline of right of way and construction of Euclid Avenue, East 105<sup>th</sup> Street and Stokes Boulevard.

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

Date:

2/15/06

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



**EXHIBIT A**

**TEMPORARY RIGHT OF WAY AND USE EASEMENT**

ALL MEN BY THESE PRESENTS THAT: W. O. Walker Center, 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): 261 T, T1

Euclid Corridor Transportation Project / ECTP

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

Prior Instrument Reference: Volume 97-11701, Page 38 and Volume 97-11701, Page 50,  
Cuyahoga County Recorder's Office,

Cuyahoga County Permanent Parcel No. 119-19-001, 119-19-016, 119-19-017, 119-19-018,  
119-19-019, 119-19-020, 119-19-021 & 119-19-022

To have and to hold said temporary easement, for the aforesaid purposes and for the anticipated period of time described below, unto the Grantee, its successors and assigns forever.

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

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

Grantee, as soon as is practicable after construction of the improvements and all subsequent entries made pursuant to the rights granted herein, shall cause restoration of the described easement area(s). Such restoration shall be strictly limited to replacement or repair of damaged sidewalk/pavement, re-seeding of damaged lawn area, and returning the surface area to its former grade as nearly as is reasonably possible, but subject to Grantee's right to grade said easement area(s) so as to be aesthetically and architecturally compatible with the completed improvement anticipated hereinabove.

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

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

If to Grantee:

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

With a copy to:

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

If to Grantor:

W. O. Walker Center, Inc.  
an Ohio Non-Profit Corporation

\_\_\_\_\_  
\_\_\_\_\_  
Attn: PROPERTY MANAGER



EXHIBIT A

Page 1 of 2

RX250  
Rev. 04/03

PID	261T
PARCEL	GCRTA-PROJ.38-CO4
CITY-RTE-SEC	March 19, 2007
Version Date	

PARCEL 261-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 Sublots 3,4,5 and 6 in the Subdivision made by Administrator's of the Estate of Job Doan as shown on the record plat in Volume 15, Page 284 on file in the Cuyahoga County Plat Records and Sublots 1 and 2 in the Boise Allotment as shown on the record plat in Volume 9, Page 22 on file in the Cuyahoga County Plat Records and part of Original 100 Acre Lot 402, also being a part of the lands conveyed to the W. O. Walker Center, Inc. by Volume 97-11701, Page 38 and Volume 97-11701, 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 a point on the easterly right of way of East 105<sup>th</sup> Street at 40.00 feet right of centerline of right of way and construction of East 105<sup>th</sup> Street Station 49+31.34;

- 1) Thence leaving said right of way, North 60° 51' 04" East, 45.45 feet to a point 50.00 feet right of centerline of right of way and construction of Euclid Avenue Station 312+84.25;
- 2) Thence North 87° 04' 59" East, 461.45 feet to a point 50.00 feet right of centerline of right of way and construction of Euclid Avenue Station 317+45.70;
- 3) Thence South 02° 55' 01" East, 10.00 feet to a point 60.00 feet right of centerline of right of way and construction of Euclid Avenue Station 317+45.70;
- 4) Thence South 87° 04' 59" West, 430.54 feet to a point 60.00 feet right of centerline of right of way and construction of Euclid Avenue Station 313+15.16;
- 5) Thence South 02° 52' 34" East, 53.21 feet to a point at 113.21 feet right of centerline of right of way and construction of Euclid Avenue Station 313+15.12;
- 6) Thence South 87° 07' 26" West, 73.22 feet to a point on the easterly right of way of East 105<sup>th</sup> Street at 40.00 feet right of centerline of right of way and construction of East 105<sup>th</sup> Street Station 48+88.24;
- 7) Thence North 00° 48' 38" West along said right of way, 43.10 feet to the point of beginning.

Containing within said bounds 0.1942 acres of land of which 0.0982 acres lie in 119-19-001, 0.0072 acres lie in 119-19-022, 0.0158 acres lie in 119-19-021, 0.0172 acres lie in 119-19-020, 0.0172 acres lie in 119-19-019, 0.0116 acres lie in 119-19-018, 0.0096 acres lie in 119-19-017 and 0.0174 acres lie in 119-19-016.

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 105<sup>th</sup> Street.

EXHIBIT A

RX250  
Rev. 04/03

PID	261T
PARCEL	GCR1A-PROJ.38-CO4
CTY-RTE-SEC	March 19, 2007
Version Date	

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

Date:

03/19/2007

Robert G. Hoy  
KS Associates, Inc.  
Robert G. Hoy, P.S. 8142

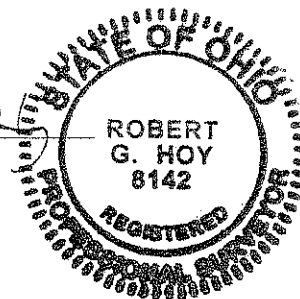


EXHIBIT A

Page 1 of 2

RX250  
Rev. 04/03

PID	261T1
PARCEL	
CTY-RTE-SEC	GCRTA-PROJ.38-CO4
Version Date	February 15, 2006

PARCEL 261-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 Sublots 3,4,5 and 6 in the Subdivision made by Administrator's of the Estate of Job Doan as shown on the record plat in Volume 15, Page 284 on file in the Cuyahoga County Plat Records and Sublots 1 and 2 in the Boise Allotment as shown on the record plat in Volume 9, Page 22 on file in the Cuyahoga County Plat Records and part of Original 100 Acre Lot 402, also being a part of the lands conveyed to the W. O. Walker Center, Inc. by Volume 97-11701, Page 38 and Volume 97-11701, 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 a point on the westerly right of way of Stokes Boulevard at 30.00 feet left of centerline of right of way and construction of Stokes Boulevard Station 49+33.66;

- 1) Thence South 08° 38' 43" East along said right of way, 67.85 feet to a point 30.00 feet left of centerline of right of way and construction of Stokes Boulevard Station 48+65.81;
- 2) Thence leaving said right of way, North 82° 31' 40" West, 18.64 feet to a point 47.90 feet left of centerline of right of way and construction of Stokes Boulevard Station 48+70.98;
- 3) Thence North 14° 13' 20" East, 28.14 feet to a point 36.97 feet left of centerline of right of way and construction of Stokes Boulevard Station 48+96.91;
- 4) Thence North 03° 04' 49" West, 40.19 feet to a point 33.07 feet left of centerline of right of way and construction of Stokes Boulevard Station 49+36.91;
- 5) Thence South 86° 55' 11" West, 9.96 feet to a point 56.04 feet left of centerline of right of way and construction of Stokes Boulevard Station 49+37.88;
- 6) Thence North 03° 04' 49" West, 10.07 feet to a point 56.04 feet right of centerline of right of way and construction of Euclid Avenue Station 317+98.31;
- 7) Thence South 86° 55' 11" West, 10.06 feet to a point 56.07 feet right of centerline of right of way and construction of Euclid Avenue Station 317+88.25;
- 8) Thence North 03° 04' 49" West, 10.07 feet to a point 46.00 feet right of centerline of right of way and construction of Euclid Avenue Station 317+88.22;
- 9) Thence South 48° 28' 32" East, 32.86 feet to the point of beginning.

Containing within said bounds 0.0154 acres of land in 119-19-016.

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

EXHIBIT A

Page 2 of 2

RX250  
Rev. 04/03

PID  
PARCEL 261T1  
CTY-RTE-SEC GCRTA-PROJ.38-CO4  
Version Date February 15, 2006

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

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

Date:

2/15/06

  
Mark A. Yeager, P.S. 7289

