

RESOLUTION NO. 2008-125

DECLARING THE INTENT OF THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY TO APPROPRIATE PROPERTY INTERESTS FOR THE E. 55th STREET RED LINE STATION RECONSTRUCTION PROJECT IN ALL OR PORTION OF THE HEREINAFTER-DESCRIBED PARCELS FOR A TOTAL AMOUNT OF \$359,000.00 (RTA DEVELOPMENT FUND, PROGRAMMING AND PLANNING DEPARTMENT BUDGET)

WHEREAS, the Greater Cleveland Regional Transit Authority (the "Authority") deems it necessary and proper to acquire property in support of the E. 55th Street Red Line Station Reconstruction Project; and

WHEREAS, it is necessary and proper for the Authority to acquire real property interests at 2895 E. 55th Street, 5603 Bower Avenue, 5609 Bower Avenue in Cleveland, Ohio, bearing permanent parcel numbers 125-02-001, 125-02-047 thru 050, from owner George P. Baur for the appraisal value amount of \$359,000.00 to support the efficient operation of its rail system; and

WHEREAS, The board of trustees of a regional transit authority may exercise the power of eminent domain to appropriate any land, rights, rights-of-way, franchise, power lines, easements, or other property, within or without the territorial boundaries of the regional transit authority, necessary or proper for the construction or efficient operation of any transit facility or access thereto under its jurisdiction; and

WHEREAS, the sum value of the portion of the lands needed by the Authority is \$359,000.00, a Review Appraiser approved this value, and negotiations were conducted in compliance with the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970, as amended; and

WHEREAS, the Authority and the owner of the property have been unable to reach agreement concerning the purchase of said lands by the Authority, it will therefore be necessary to commence legal proceedings to appropriate a property interest in said lands by eminent domain pursuant to the Ohio Revised Code Chapters 306 and 163; and

WHEREAS, the Greater Cleveland Regional Transit Authority wishes to enter into a Purchase Agreement for the purchase of said lands with George P. Baur in the amount of \$359,000.00.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Greater Cleveland Regional Transit Authority, Cuyahoga County, Ohio:

Section 1. That reconstruction of the E. 55th Street Red Line station requires the taking in fee simple of 2895 E. 55th Street, 5603 Bower Avenue, 5609 Bower Avenue in Cleveland, Ohio and that the taking of said property owned by George P. Baur is both necessary and proper, and will further the objectives of the Authority.

Section 2. That in order to implement and complete the E. 55th Street Red Line station reconstruction, it is necessary and proper to acquire interest in the land located at 2895 E. 55th Street, 5603 Bower Avenue, 5609 Bower Avenue, Cleveland, Ohio, bearing

Auditor's Permanent Parcel Numbers 125-02-001, 125-02-047 thru 050, as set forth on the attached drawing labeled Attachment A depicting the parcels owned by George P. Baur, which is incorporated herein by reference. This parcel shall hereinafter be referred to as the "Property."

Section 3. That the value of the interest in the Property is \$359,000.00. This amount is the value of the interests in the Property as determined by the property appraisal report and as approved by a Review Appraiser.

Section 4. That the Authority and the owner have been unable to reach agreement concerning the purchase and sale of the interests in the Property. Negotiations were conducted in compliance with the Uniform Relocation Assistance and Real Property Acquisitions Policy Act of 1970, as amended.

Section 5. That it is necessary and proper to declare an intent to appropriate the interest in this Property for the purpose of reconstructing the E. 55th Street Red Line station and the acquisition of property in conjunction therewith for the construction or efficient operation of the E. 55th Street transit facility and access thereto.

Section 6. That the General Manager/Secretary-Treasurer is hereby authorized to cause written notice of the adoption of this Resolution to be transmitted to the owner or persons in possession of and persons having an interest of record in the Property, and said notice shall be served by the appropriate legal officer of the Authority, and he shall make return of said service of notice in the manner provided by law.

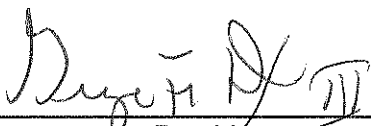
Section 7. That the General Manager/Secretary-Treasurer is hereby authorized to institute legal proceedings to appropriate the interests in the Property in the manner provided in the Ohio Revised Code Chapters 303 and 163, and to authorize payment of the value herein determined from RTA Development Fund, Programming and Planning Department Budget, including but not limited to Capital Grant OH-05-0090 in the amount of \$359,000.00 (\$287,200.00 in Federal funds which represents 80% of the total cost). This funding is contingent upon FTA approval.

Section 8. That the General Manager/Secretary-Treasurer is hereby authorized to execute all other documents required to acquire and transfer the interests in the Property.

Section 9. That this Resolution shall become effective immediately upon its adoption.

Attachments: Map and legal description (Attachment A)

Adopted: August 19, 2008



President

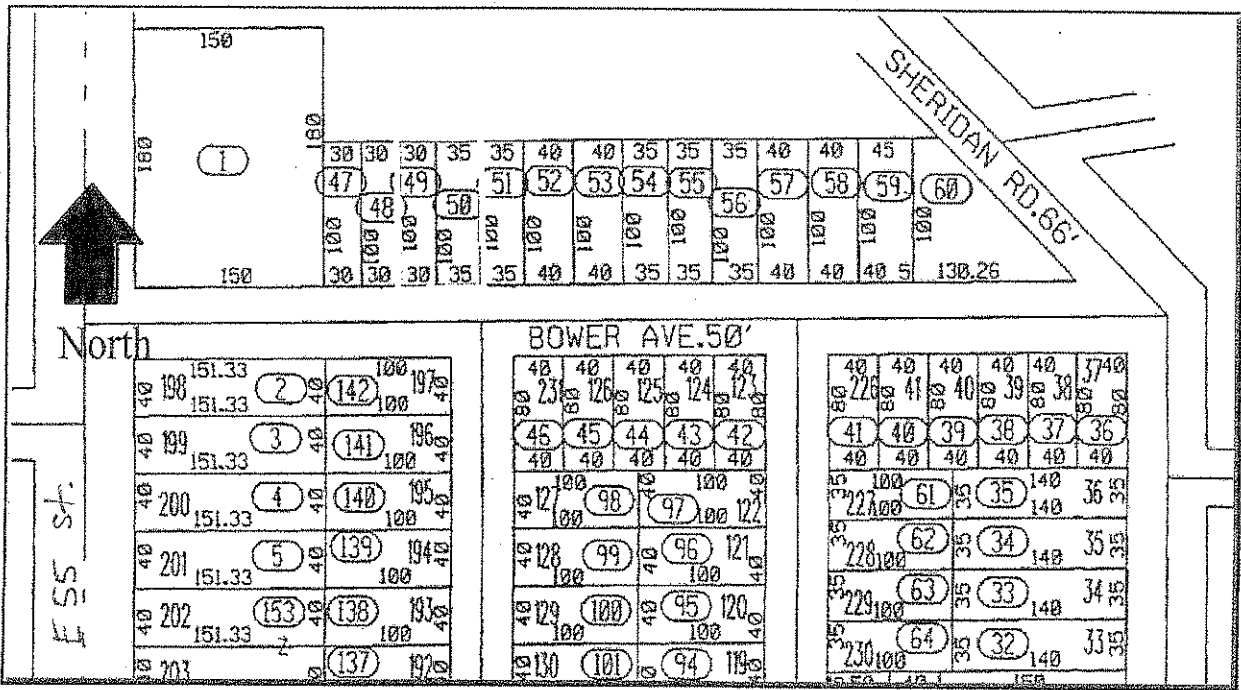
Attest: 

CEO, General Manager/Secretary-Treasurer

SITE PLAN SKETCH

Baur Property
5609 Bower Avenue, Cleveland, Ohio
6,500 s.f.

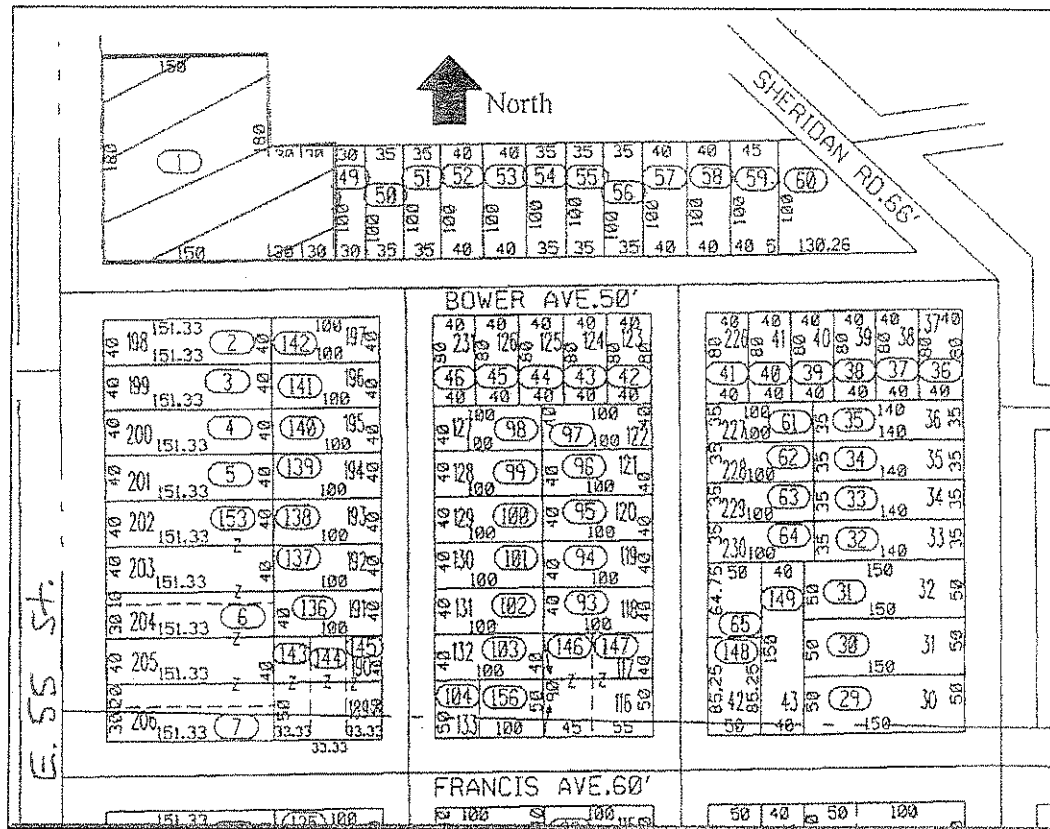
Note: Map not to scale. For exhibit purposes only.



SITE PLAN SKETCH

Baur Property
2895 E. 55th Street & 5603 Bower Avenue, Cleveland, Ohio
0.76 acres

Note: Map not to scale. For exhibit purposes only.



(DIVERSIV)

①
Dated
7/17/00

810152

LIMITED WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That BP EXPLORATION & OIL INC. (formerly Sohio Oil Company), an Ohio Corporation, with its principal office at 200 Public Square, Cleveland, Ohio 44114-2375 ("Grantor"), for Ten Dollars (\$10.00) and other good and valuable consideration received to its full satisfaction from GEORGE BAUR, whose tax mailing address is 3081 East 55th Street, Cleveland, Ohio 44127 ("Grantee"), does hereby grant, bargain, sell and convey unto Grantee and its heirs, devisees, representatives, successors and assigns that certain real property located at East 55th & Bower in the City of Cleveland, County of Cuyahoga and State of Ohio and being the same real property conveyed to Grantor by deed recorded in Volume 37-6894, Page 32 of the public records of said County, as more fully described in Exhibit "A" attached hereto and made a part hereof, together with Grantor's right, title and interest in and to all buildings, structures and other improvements located thereon, excluding any advertising, trade names, trade marks, trade dress, service marks, signs, sign poles, slogans, identifications, copyrights or copyrighted materials of Grantor located thereon ("Property").

MIDLAND OIL SECURITY, INC.
No. 1-93-512

TO HAVE AND TO HOLD unto Grantee, and the heirs, devisees, representatives, successors and assigns of Grantee, as the case may be, forever subject, however, to: (a) taxes and assessments, both general and special, not now due and payable; (b) building and zoning ordinances, laws, regulations and restrictions by municipal or other governmental authority; (c) any and all leases, easements, rights-of-way, encumbrances, conditions, covenants, restrictions, reservations and exceptions of record; (d) any state of facts that an accurate survey or independent inspection of the Property by Grantee or its agents would disclose; and (e) the restrictions, covenants and representations set forth herein.

This conveyance is made by Grantor and accepted by Grantee upon the express condition and subject to the restriction and covenant that the Property shall not be used in whole or in part, directly or indirectly for a period of twenty-five (25) years from the date this Deed is recorded, for automobile service station or convenience store purposes, or for the sale, offering for sale, storage or distribution of any gasoline, motor vehicle fuels, lubricants, tires, batteries, automotive parts and accessories, other petroleum products or convenience store items. Such restriction and covenant of Grantee shall run with the Property for the benefit and protection of any adjoining property of Grantor and/or other property of Grantor used and operated by Grantor or its representatives for such purposes within a distance of five (5) miles from the Property, whether owned or leased by Grantor or its representatives during said twenty-five (25) year period. Such restriction and covenant shall not, however, prohibit the storage of motor fuels, lubricants, other petroleum products or convenience store items on the Property solely for the use or consumption by Grantee or other occupants of the Property.

Grantee represents and warrants that it is familiar with the condition of the Property and that GRANTOR HAS NOT MADE AND MAKES NO WARRANTIES OR REPRESENTATIONS REGARDING THE PROPERTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ITS HABITABILITY, CONDITION OR FITNESS FOR ANY PARTICULAR USE OR PURPOSE. GRANTEE AGREES THAT THE PROPERTY SHALL BE CONVEYED BY GRANTOR AND ACCEPTED BY GRANTEE IN AN "AS-IS, WHERE-IS" CONDITION, EXCEPT AS EXPRESSLY EXCEPTED IN THE CONTRACT, AS DEFINED BELOW.

Grantee acknowledges that the Property has been used as a service station or for related purposes for the storage, sale, transfer and distribution of motor vehicle fuels, petroleum

pp# 125-02-001

products or derivatives containing hydrocarbons, and that such fuels, products or derivatives may have been spilled, leaked or otherwise discharged onto, into or from the Property.

Except as expressly excepted in the Contract, as defined below, as of the Effective Date, as defined below, Grantee agrees to assume and hereby waives, releases, indemnifies, defends and holds harmless Grantor and its directors, officers, employees, contractors, agents, representatives, successors and assigns, from and against any and all claims, demands, damages, costs and expenses, including attorneys' fees, court costs, awards, settlements, judgments, penalties, fines, liens or causes of action, at law or in equity, including without limitation actions under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 9601, et seq., as amended, the Resource Conservation and Recovery Act, 42 U.S.C. 6901, et seq., and any other applicable environmental laws, statutes, ordinances, rules, regulations or orders ("Laws"), arising out of or relating to the physical condition of the Property or other property abandoned thereon by Grantor, or arising out of or relating to the ownership or use of the Property after the date hereof.

Notwithstanding anything to the contrary contained herein, in the event that, after the date hereof, any governmental agency, entity, body, instrumentality, department or representative ("Government") shall notify Grantor that Grantor must undertake on the Property any testing, investigation or remediation of flammable explosives, hydrocarbons and/or petroleum products or fractions thereof, radioactive materials, hazardous or toxic wastes, substances or materials, including but not limited to those materials and substances defined as "hazardous substances", "hazardous materials", "hazardous wastes" or "toxic substances" in the Laws ("Hazardous Materials"), Grantor shall immediately notify Grantee of same, Grantee shall promptly undertake the same, and Grantee shall immediately notify the Government that Grantee shall respond to such notice in the place of Grantor.

Notwithstanding the above, if: (i) Grantee fails to timely or properly undertake and pursue the required testing, investigation or remediation of the Hazardous Materials, or (ii) the Government insists that Grantor, not Grantee, undertake or pursue the required testing, investigation or remediation of the Hazardous Materials; then Grantor shall have the right and authority, without trespass, to enter the Property and to conduct the required testing, investigation and/or remediation of the Hazardous Materials. Grantor's entry on the Property and activities thereon shall not be deemed an admission of liability for such Hazardous Materials. While on the Property, Grantor shall have the right to install, maintain, operate, store, use and remove equipment, including but not limited to monitoring wells, recovery wells and other assessment or remediation equipment, to remove, remediate, store and test soils and groundwater therefrom and thereon and to otherwise take all actions required to comply with the Laws. Grantor shall exercise its right of entry onto the Property in a manner which does not unreasonably interfere with Grantee's use of the Property as set forth in the Contract, as defined below, and Grantor shall provide Grantee, within thirty (30) days of its written request, copies of all correspondence between Grantor and the Government regarding Grantor's activities on the Property. Grantee shall not interfere with Grantor's right of entry, or actions taken pursuant thereto, and shall cooperate with Grantor in obtaining any permits, consents or approvals necessary for Grantor's actions taken with respect to the Property.

Grantor has reserved unto itself the right to enter the Property and to conduct certain tests, investigations and remediations thereof ("Access") in accordance with the terms of that certain Offer to Purchase between Grantor and Grantee dated

July 2, 1993, as amended by that certain Amendment to Offer to Purchase between Grantor and Grantee dated May 20, 1994 (collectively "Contract"). While Grantor exercises its right of Access, Grantee shall not be permitted to change the use of the Property unless and until Grantor has approved Grantee's plans, specifications and cost estimates for same, all as more fully set forth in the Contract. Finally, Grantor's right of Access shall not be interrupted by any transfer, assignment, conveyance, mortgage, lease, hypothecation or pledge by Grantee of the Property or Grantee's interests therein, although Grantor shall not have any obligations to such transferee unless and until Grantee has complied with certain conditions specified in the Contract.

The provisions of this Deed shall be deemed effective as of the earlier of the recordation of this Deed or 6-17-94 ("Effective Date"). The provisions of this Deed shall run with the land and shall be binding upon and inure to the benefit of the parties, their representatives, heirs, devisees, successors and assigns and any other person or entity expressly noted herein.

Grantor warrants and will defend its title to the Property against all lawful claims and demands made against said title by all persons claiming by, from, through or under Grantor, except as above noted.

Sohio Oil Company changed its name to BP Oil Company by Amendment to its Articles of Incorporation on January 31, 1989.

On December 31, 1991, BP Exploration Inc. merged into BP Oil Company. As a result of the merger, the name of BP Oil Company was changed to BP Exploration & Oil Inc.

IN WITNESS WHEREOF, BP EXPLORATION & OIL INC. has hereunto set its hand and corporate seal, by its duly authorized officers, this 3rd day of June, 1994.

WITNESSES:

BP EXPLORATION & OIL INC.

By: Elaine M. Svatos
Print: Elaine M. Svatos

By: J.C. Taylor
J.C. Taylor

By: Shirley J. Peavy
Print: Shirley J. Peavy

Its: Manager, Divestment

By: Elaine M. Svatos
Print: Elaine M. Svatos

Attest: J. Shoda
J. Shoda

By: Shirley J. Peavy
Print: Shirley J. Peavy

Its: Assistant Secretary

APPROVED
AS TO FORM
AS TO CONVEYANCE

PARCEL NO. 125-02-001
CONVEYANCE IS IN COMPLIANCE WITH SEC. 319.202 O.R.C.
PAID

JUN 17 1994
Conveyance Fee 320.00 Recorder No. 124458
TYPE DEED
J. TIMOTHY MCCORMACK, County Auditor

J. Timothy McCormack
CUYAHOGA COUNTY AUDITOR

CORPORATE ACKNOWLEDGMENT

STATE OF OHIO }
 } S:
COUNTY OF CUYAHOGA }

BEFORE ME, a Notary Public in and for said County, and State personally appeared the above-named BP EXPLORATION & OIL INC. by J.C. Taylor, its Manager, Divestment, and J. Shoda, its Assistant Secretary, who are personally known to me and who acknowledged that they did sign the foregoing instrument and that the same is the free act and deed of said corporation and the free act and deed of each of them personally and as such officers.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio, this 3rd day of June, 1994.

Fredrick R. Shamp
Notary Public FREDRICK R. SHAMP
Notary Public for State of Ohio
My Commission Expires October 14, 1997

Cleveland, OH
Bower & E 55th
BP site No. 28875

This instrument prepared by:

R. Reed King, Esq.
BP Exploration & Oil Inc.
200 Public Square
Cleveland, Ohio 44114

JS6205W/sjp

JAMES B. ROOT & ASSOCIATES

CONSULTING CIVIL ENGINEERS & SURVEYORS

24 Beach Street - P. O. Box 342

Berea, Ohio 44017
(714) 234-7150

Condo

DESCRIPTION
(E. 55th & Bower)

July 6, 1987

Situated in the City of Cleveland, County of Cuyahoga and State of Ohio and known as being part of Original 100 Acre Lot Number 328 and further bounded and described as follows:

Beginning at an Iron Pin Set in the Northeast corner of East 55th Street (86 feet wide) and Bower Avenue (50 feet wide);

Thence due North along the Easterly line of East 55th Street a distance of 180.10 feet to a Stone Monument Found;

Thence North 89 degrees 55 minutes 45 seconds East a distance of 150.00 feet to an Iron Pin Set;

Thence due South a distance of 180.10 feet to an Iron Pin Set in the Northerly line of Bower Avenue;

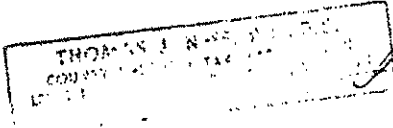
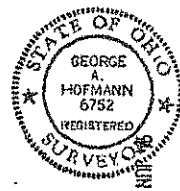
Thence South 89 degrees 55 minutes 45 seconds West along said Northerly line a distance of 150.00 feet to the place of beginning and containing 27,014.979 Square Feet - 0.620 Acres of land according to a survey by George A. Hofmann, Registered Surveyor Number 6752.

The courses used in this description are given to an assumed meridian and are used to indicate angles only.

JAMES B. ROOT & ASSOCIATES
Consulting Civil Engineers & Surveyors

By George A. Hofmann
Registered Surveyor Number 6752

GAH
7/13/87



33-018-28875

SHERIFF'S DEED
Under Foreclosure of Liens for Delinquent Tax

CUYAHOGA COUNTY RECORDER
PATRICK J. O'MALLEY - 3
DESH 10/30/2006 03:44:12 PM
200610301313

To All Persons To Whom These Present, Shall Come --- Greetings:

On the 19th day of December, 2005, in the Court of Common Pleas of the County of Cuyahoga and State of Ohio, a Judgment of Foreclosure, recorded in Volume 3461, Page 156, was rendered in a foreclosure action in Common Pleas Court Case No. 168,336, entitled, James Rokakis as Treasurer of Cuyahoga County, Ohio, Plaintiff, V.S. Russell F. Krofta Defendants, et al;

Further, that the Court in the Judgment of Foreclosure of said case did make a finding that there is due the Plaintiff on the parcel, hereinafter described, all taxes, assessments, penalties, interest and other charges, if any, due and unpaid as of the date of the delivery of the Delinquent Land Tax Certificate to the Prosecuting Attorney of Cuyahoga County, Ohio, by the County Auditor of Cuyahoga County, Ohio, and, due and payable subsequent to the date of the delivery and prior to the entry of the Confirmation of Sale; and, further, did make a finding for all allocable costs incurred in the proceedings instituted under Section 5721.18 of the Ohio Revised Code;

Further, that the Court did make a finding that for all such taxes, assessments, penalties, interest and other charges, if any, the Plaintiff has a good and valid first lien against said parcel;

And Further, the total amount of such finding for the Treasurer of Cuyahoga County, Ohio, as of the date of the Confirmation of Sale of said parcel and the total of all costs are as set forth in the Confirmation of Sale recorded in Volume 3682, Page 685, dated the 6th day of October, 2006 are in the amount of Twenty Six Thousand Eight Hundred Ninety Two and 37/100 (\$26,892.37) which amount constituted the "Minimum Bid" as defined by the Statutes of Ohio;

Whereas, it was Ordered, Adjudged and Decreed by said Court that the lien against said parcel be foreclosed and that an Order of Sale be issued by the Clerk of the Common Pleas Court of Cuyahoga County, Ohio, to the Sheriff of Cuyahoga County, Ohio, commanding him to proceed to carry said Order, Judgement and Decree into execution agreeable to the tenor thereof;

And Whereas, on the 8th day of August, 2006, an Order of Sale was duly issued on said Judgement of Foreclosure by said Clerk, directed to Gerald T. McFaul, Sheriff of Cuyahoga County, State of Ohio, commanding said Sheriff to proceed according to law, to advertise and separately sell said parcel, without appraisal, at public sale in the manner provided by law for the sale of real property on execution, according to the statutes in such cases made and provided and the Rules of The Common Pleas Court of Cuyahoga County, Ohio, for not less than the total amount of the Findings of the Court, i.e., "Minimum Bid".

And Whereas, I, GERALD T. McFAUL, Sheriff, did first give notice of the time and place of sale thereof, by causing the same to be published substantially in the form of the notice set forth in Section 5721.191 and Section 5722.03, where applicable, of the Ohio Revised Code, in the Daily Legal News, a newspaper designated as the official publication of the Court of Common Pleas of Cuyahoga County and State of Ohio, once a week, for three (3) consecutive weeks on the same day of each week at least thirty (30) days prior to the sale;

(And Whereas, that said notice of sale did include therein that the said parcel had been determined by an electing municipal corporation, wherein such parcel is located, to be "Nonproductive Land", in accordance with Chapter 5722 of the Ohio Revised Code, and, if no "Minimum Bid", or higher bid, is received at the second foreclosure sale for said parcel, such parcel would be sold to the electing municipal corporation wherein such parcel is located.)

And Whereas, on the 11th day of September, 2006, I, GERALD T. McFAUL, Sheriff, did in pursuance to said notice separately offer the said parcel for sale at Public auction in the Justice Center, 1215 West 3rd Street, Cleveland, Ohio, in the County of Cuyahoga, and the same was then and there publicly sold and struck off to: George Baur
Whose tax mailing address shall be the following:
161 Whaley Rd.
Peninsula, OH 44264

who did bid for said parcel the sum of Twenty Six Thousand Eight Hundred Ninety Two and 37/100 (\$26,892.37), which sum was the highest and best bid offered for said parcel, and said sum being for not less than the total amount of the Findings of the Court, that is, the "Minimum Bid";

And Whereas, on the 3rd day of October, 2006, the Court in the Confirmation of Sale, Volume 3682, Page 685 being satisfied that the sale had been in all respects in conformity with the law and order of the Court, as reported by the Sheriff in his Report of Sale, did approve and confirm the sale of said parcel to George Baur and, did order and direct the Sheriff to execute and deliver a good and sufficient DEED OF CONVEYANCE of said parcel herein to the said George Baur.

Now, Know Ye, That I, GERALD T. McFAUL, as Sheriff of Cuyahoga County, Ohio, by virtue of the statutes in such case made and provided, and in consideration of the sum of Twenty Six Thousand Eight Hundred Ninety Two and 37/100 (\$26,892.37) to me in hand paid as Sheriff, the receipt of which is hereby acknowledged, has GIVEN, GRANTED, BARGAINED, and SOLD, and by these presents do hereby GRANT, SELL and CONVEY unto the said George Baur and his heirs forever, all the right, title and interest of the said parties to the action, being Case Number 168,336, Court of Common Pleas, Cuyahoga County, Ohio, to wit:

Russel F. Krofta, Marie C. Krofta, James M. Dykes, Pediatric Assoc. of R.B. & C. Inc, State of Ohio Bureau of Workers Compensation c/o Ohio Attorney General Revenue Recovery Section, James Rokakis Cuyahoga County Treasurer, Unknown Spouse of Russel F. Krofta

In and to the following Lands and Tenements, to wit: PERMANENT PARCEL NO. 125-02-047 & 048 and more fully described as follows:

See Attached Exhibit

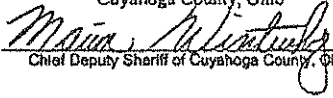
All of the above property being subject to restrictions, covenants, limitations, conditions, easements and rights of way, of record and running with the land, if any.

To Have and to Hold the same to **George Baur** with all appurtenances hereto belonging to him, and his heirs forever.

IN WITNESS WHEREOF, I have, as Sheriff aforesaid, hereunto set my hand and official seal this 16th day of October, A.D. Two Thousand Six

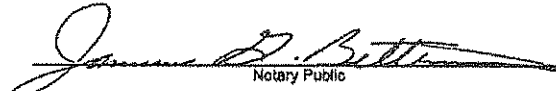
GERALD T. McFAUL, SHERIFF
Cuyahoga County, Ohio

By:


Chief Deputy Sheriff of Cuyahoga County, Ohio

The State of Ohio { ss
CUYAHOGA COUNTY

Be it Remembered, That on this 16th day of October A.D. 2006 personally appeared before me, the undersigned, a Notary Public in and for said County, Marion Wintucky, Chief Deputy Sheriff of said Cuyahoga County, Ohio, who acknowledged that she did voluntarily and officially sign and deliver the foregoing Deed for the uses and purposes therein expressed. Given under my hand and official seal the day and year last above written.


Notary Public

JAMES G. BITTERMAN
Notary Public, State of Ohio, Cuy. Cty.
My commission expires Nov. 18, 2010

This instrument was prepared by:
GERALD T. McFAUL, Sheriff of Cuyahoga County, Ohio
sb

Cuyahoga County Recorder
Patrick J. O'Malley
Condition of Document
Recorded as Presented

Located in the County of Cuyahoga, City of Cleveland, State of Ohio
Parcel #1
and known as being a part of Original One Hundred Acre Lot No. 329, and bounded
and described as follows:

Beginning in the Northerly line of Bower Avenue S.E. at a point distant
Easterly measured along said Northerly line, 180 feet from its intersection
with the Easterly line of East 55th Street (formerly Killison Avenue); thence
Easterly along the Northerly line of Bower Avenue S.E., 30 feet; thence
Northerly at right angles to the Northerly line of Bower Avenue S.E., 100 feet;
thence Westerly parallel with the Northerly line of Bower Avenue S.E., 30 feet;
thence Southerly at right angles to the Northerly line of Bower Avenue S.E.,
100 feet to the place of beginning, and being a parcel of land having a
frontage of 30 feet on the Northerly side of Bower Avenue S.E. and extending
back of equal width 100 feet deep, be the same or less, but subject to all
legal highways.

Parcel #2

and known as being part of Original One Hundred Acre Lot No. 328, and bounded
and described as follows: Beginning on the Northerly line of Bower Avenue
S.E. at a point distant Easterly measured along said Northerly line, 180 feet
from the intersection of said Northerly
line of Bower Avenue S.E. with the Easterly line of East 55th Street (formerly
Killison Avenue); thence Easterly along the Northerly line of Bower Avenue
S.E., 30 feet; thence Northerly at right angles to the Northerly line of Bower
Avenue S.E., 100 feet; thence Westerly parallel with the Northerly line of
Bower Avenue S.E., 30 feet; thence Southerly at right angles to the Northerly
line of Bower Avenue S.E., 100 feet to the place of beginning, be the same or
less, but subject to all legal highways.

ROBERT KLAIBER P.E., P.S.
Legal Description complies with
Cuyahoga County Conveyance
Standards and is approved for
transfer:

OCT 30 2006


Agent

Permanent 125-02-047
Parcel #: 125-02-048

Type Instrument: Sheriff's Deed	Date: 10/30/2006 3:28:00 PM
Tax District #: 3100	Tax List Year: 2006
Grantor: Krofta, Russell F. & Marie C.	Land Use Code: 5000
Grantee: Krofta, Russell F. & Marie C.	Land Value: 2,300
Balance Assumed: \$ 0.00	Building Value: 0
Total Consideration: \$ 28,892.00	Total Value: 2,300
Conv. Fee Paid: \$ 107.60	Arms Length Sale: YES
Transfer Fee Paid: \$ 1.00	Rept: c-10302006-19
Fee Paid by: CASH	Inst #: 252568
Exempt Code:	Check #:

Frank Russo
FRANK RUSSO
CUYAHOGA COUNTY AUDITOR

8

CUYAHOGA COUNTY RECORDER
PATRICK J. O'MALLEY
DEED 09/30/1999 12:58:30 PM
199909300565



That Matthew E. Marrone, (Unmarried) and Mark A. Huff, (Unmarried)

(insert marital status)

CUYAHOGA COUNTY RECORDER
199909300565 PAGE 1 of 2

of Cuyahoga County, Ohio,

for valuable consideration paid, Grant(s), with general warranty covenants, to
George P. Baur, (Widower, not remarried)

whose tax mailing address is 5609 Bower Avenue
Cleveland, Ohio 44127

the following described Real Property:

Situated in the City of Cleveland, County of Cuyahoga and State of Ohio, and known as being a part of Original 100 Acre Lot No. 328 and bounded and described as follows:

Beginning in the Northerly line of Bower Avenue Southeast, at a point 210 feet Easterly measured along said Northerly line, from its intersection with the Easterly line of East 55th Street (formerly Willson Avenue); Thence Easterly along the Northerly line of Bower Avenue Southeast, 30 feet; Thence Northerly at right angles with the Northerly line of Bower Avenue South East, 100 feet; Thence Westerly parallel with the Northerly line of Bower Avenue Southeast, 30 feet; Thence Southerly at right angles with the Northerly line of Bower Avenue Southeast, 100 feet to the place of beginning, being a parcel of land having a frontage of 30 feet on the Northerly side of Bower Avenue Southeast and extending back between parallel lines 100 feet, be the same more or less but subject to all legal highways.

Permanent Parcel No. 125-02-049

The above described premises is free and clear from all encumbrances whatsoever except easements, leases, agreements, conditions and restrictions of record, zoning ordinances, if any, and taxes and assessments, both general and special for the current half of the taxable year and thereafter.

PARCEL NO.

CONVEYANCE IS IN COMPLIANCE WITH SEC. 319.202 O.R.C.

- P.A.D.

Legal Description complies with Cuyahoga County Conveyance Standards and is approved for transfer.

SEP 30 1999

Conveyance Fee 180.00 Receipt No. 23616A
TYPE 1 AREA LENGTH YES () ()
FRANK RUSSO, Cuyahoga County Auditor By ADE Deputy

Agent Date

Prior Instrument Reference: Vol. 94-5221 Page 2 of the Deed

Records of Cuyahoga

County, Ohio.

Frank Russo
CUYAHOGA COUNTY AUDITOR

This is a General Warranty Deed—Ohio Statutory Form*

* See Sections 5302.05 and 5302.06 of the Revised Code of Ohio as to covenants made and the warranties given by the Statutory Form of General Warranty Deed.

CHICAGO TITLE
INSURANCE CO.
ORDER # 99810232
ESCROW # 1101/11C

And wife (husband) of the Grantor releases
all rights of dower therein.

Witness my hand(s) this 16th day of SEPTEMBER

Signed and acknowledged in presence of:

Dana Marason
Dana Marason
Tracy L. Vaji
Tracy L. Vaji

MARK A. HUFF
Camilla A. Cameron
MATTHEW E. MARRONE, by CAMILLA A. CAMERON
Under Power of Attorney for
Matthew E. Marrone
AFN 199909300564

State of Ohio County of Cuyahoga ss.

Be It Remembered, That on the 16th day of September, 1999

before me, the subscriber, a notary public in and for said county,

personally came Camilla A. Cameron on behalf of Matthew E. Marrone Under Power of Attorney, and Mark A. Huff

the Grantor(s) in the foregoing Deed, and acknowledged the signing thereof to be

her voluntary act and deed.

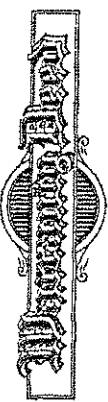
In Testimony Whereof, I have hereunto subscribed

my name and affixed my notary seal on the day and year last aforesaid.

CUYAHOGA COUNTY RECORDER
199909300564 PAGE 2 of 2

Tracy L. Vaji
TRACY L. VAJI
NOTARY PUBLIC, State of Ohio
My Commission Expires March 26, 2002
(Recorded in Lake County)

This instrument was prepared by MICHAEL J. OCCHIONERO, ESQ.
28601 Chagrin Blvd. Suite 210
Beachwood, Ohio 44122
(216) 464-7856



(Statutory Form)

FROM
MATTHEW E. MARRONE, (Unmarried)
AND
MARK A. HUFF, (Unmarried)
TO
GEORGE P. BAUER,
(Unmarried)

Transferred County Auditor
State of Ohio, County, ss.
Presented for record on the day
of at
o'clock, M.
Recorded Page
in Deed Book No.

County Recorder
Michael J. Occhionero
28601 Chagrin Blvd. Suite 210
Beachwood, OH 44122

CUYAHOGA COUNTY RECORDER
PATRICK J. O'MALLEY
DEED 06/21/2000 02:47:29 PM
200006210697

GENERAL WARRANTY DEED

CUYAHOGA COUNTY RECORDER
200006210697 PAGE 1 of 2

KNOW ALL MEN BY THESE PRESENTS, that Vincent J. Hlavin, widowed and not re-married, for valuable consideration paid, grants, with general warranty covenants, to George P. Baur, widowed and not re-married, the Grantee, his heirs and assigns, whose tax-mailing address will be 181 Whaley Rd., Peninsula, OH 44264, the following premises:

Situated in the City of Cleveland, County of Cuyahoga and State of Ohio and known as being part of Original One Hundred Acre Lot No. 328 bounded and described as follows:

Beginning on the Northerly side of Bower Avenue, S. E., at a point 240 feet easterly from the point of intersection of the northerly side of Bower Avenue with the easterly side of East 55th Street (formerly Willson Avenue); thence easterly along the northerly side of Bower Avenue, 35 feet; thence northerly on a line at right angles to Bower Avenue, 100 feet; thence westerly on a line parallel to Bower Avenue, 35 feet; thence southerly 100 feet to the place of beginning, be the same more or less, but subject to all legal highways.

P.P.No. 125-02-050

To have and to hold the above granted and bargained premises, with the appurtenances thereof, unto the said Grantee, his heirs and assigns forever.

And the said Grantor does, for himself and his heirs, executors and administrators, covenant with the said Grantee, his heirs, assigns and successors, that at and until the ensembling of these presents, he is lawfully seized in fee simple of the granted premises, that the Grantor has good right to sell and convey the same, and that said premises are free and clear of all liens and encumbrances whatsoever, except restrictions, reservations and easements of record, zoning ordinances, if any and taxes and assessments, both general and special, which are a lien but not yet due and payable, for the last half of 1999 and thereafter, and that he does warrant and defend said premises to the said Grantee, his heirs, assigns and successors, forever against all lawful claims and demands of all persons.

Prior Instrument Reference 200004200212

IN WITNESS WHEREOF, I have set my hand this 21st day of June, 2000. Signed and acknowledged in the presence of:

PARCEL NO. 125-02-050
CONVEYANCE IS IN COMPLIANCE WITH SEC. 319.202 O.R.C.
PAID

JUN 21 2000

Conveyance Fee 8.00 Receipt No. 13998A
TYPE FR ARMS LENGTH YES () NO ()
FRANK RUSSO, Cuyahoga County Auditor By ADD Deputy

ROBERT KLAIBER P.E., P.S.
Legal Description complies with
Cuyahoga County Conveyance
Standards and is approved for
transfer:

[Signature] JUN 21 2000
Agent .. Date

Frank Russo
CUYAHOGA COUNTY AUDITOR

Arvid Kufner 6-21-00
WITNESS

[Signature]

Thomas Kilus
Witness

[Signature]
Vincent J. Flavin

State of Ohio)

County of Cuyahoga)

Before me, a Notary Public, in and for said State, personally appeared the above named, Vincent J. Flavin, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed. In testimony whereof, I have hereunto set my hand and official seal at Cleveland, Ohio this 21st day of June , 2000.

[Signature]
Notary Public

This instrument prepared by:
Vincent J. Flavin

GEORGINA PUGSLEY
Notary Public, State of Ohio
Commission Expires Dec. 16, 2003



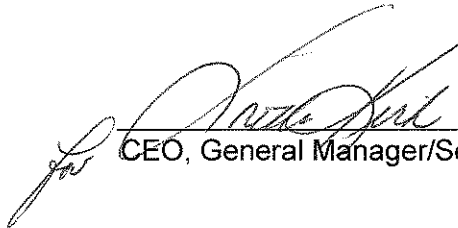


Greater Cleveland Regional Transit Authority
STAFF SUMMARY AND COMMENTS

TITLE/DESCRIPTION: DECLARING THE INTENT OF THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY TO APPROPRIATE PROPERTY INTERESTS FOR THE E. 55 th STREET RED LINE STATION RECONSTRUCTION PROJECT IN ALL OR PORTION OF THE HEREINAFTER-DESCRIBED PARCELS FOR A TOTAL AMOUNT OF \$359,000.00 (RTA DEVELOPMENT FUND-PROGRAMMING AND PLANNING DEPARTMENT BUDGET)	Resolution No.: 2008-125
	Date: August 14, 2008
	Initiator: Programming & Planning
ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review/Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other _____	

- 1.0 **PURPOSE/SCOPE:** The purpose of entering into eminent domain proceedings is to provide a legal right to acquire and transfer needed property rights to reconstruct the E. 55th Street Red Line station. The property will be used for parking area, bus turn-around, customer plaza area, and access to the station.
- 2.0 **DESCRIPTION/JUSTIFICATION:** This property is vital for the reconstruction of the E. 55th Street Red Line station. This site must be acquired for the purpose of better improving public transportation in Cleveland and the acquisition of property in conjunction therewith. Since agreement could not be reached with property owner after fair negotiating for a minimum of 45 days, eminent domain proceedings may be initiated. Construction is anticipated to commence in Spring 2009.
- 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 eminent domain proceedings. Initiating eminent domain proceedings after 45 days of fair negotiating is consistent with RTA custom and practice established by the Euclid Corridor Transportation Project. A 30-day minimum is generally accepted under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended. These thresholds were satisfied with the subject property owner.
- 6.0 **ECONOMIC IMPACT:** The purchase price is payable from the RTA Development Fund, Programming and Planning Department Budget, including but not limited to Capital Grant OH-05-0090 line item 12.76.91 in the amount of \$359,000.00 (\$287,200.00 in Federal funds which represents 80% of the total cost). The amount authorized by the resolution is the appraised value of the property. A Review Appraiser approved the Fair Market Value Estimate in the appraisal report. This funding is contingent upon FTA approval.
- 7.0 **ALTERNATIVES:** There are no viable alternatives to purchasing this property because the design for the project requires this acquisition. Since the Authority could not reach agreement with the owner, eminent domain proceedings must be initiated in order to move forward with the station reconstruction on schedule.
- 8.0 **RECOMMENDATION:** The Board of Trustees Planning and Development Committee reviewed this eminent domain action at the August 5, 2008 meeting and recommended approval to the full Board.

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



CEO, General Manager/Secretary-Treasurer