

RESOLUTION NO. 2013-93

AUTHORIZING THE GENERAL MANAGER/SECRETARY-TREASURER TO GRANT A PERMANENT EASEMENT TO CTOWN STRENGTH PROPERTIES LLC FOR AN 1,475 SQUARE FOOT (0.0339 ACRES) ENCROACHMENT ON PARCEL 101-17-003 AT 1734 LEONARD STREET IN CLEVELAND OHIO AT NO COST

WHEREAS, the Greater Cleveland Regional Transit Authority owns the property known as Cuyahoga County Permanent Parcel No. 101-17-003 at 1734 Leonard Street in Cleveland, Ohio; and

WHEREAS, Ctown Strength Properties LLC is the owner of 1738 Leonard Street in Cleveland Ohio; and

WHEREAS, a portion of the building and fence of 1738 Leonard Street has encroached on the GCRTA's property outlined above for many years; and

WHEREAS, Ctown Strength Properties wishes to develop this property; and

WHEREAS, a permanent encroachment easement to Ctown Strength Properties for the existing fence and portion of the existing building would encumber approximately 0.0339 acres for Permanent Parcel No 101-17-003 and would not interfere with GCRTA's present or future use of the property or create any safety hazards; and

WHEREAS, GCRTA and Ctown Strength Properties wish to enter into a permanent easement to give Ctown Strength Properties the legal right to use this land; and

WHEREAS, GCRTA has determined that this easement has nominal value, therefore, this easement is being granted at no cost to Ctown Strength Properties.

WHEREAS, The entrance into this easement would contribute to updating the accuracy of the County Land record for GCRTA and Ctown Strength Properties.

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 grant the permanent easement to Ctown Strength Properties over approximately 0.0339 acres of Permanent Parcel No.101-17-003 at no cost to Ctown Strength Properties.

Section 2. That Ctown Strength Training LLC shall be responsible for the maintenance of this property.

Section 3. That the General Manager/Secretary-Treasurer be, and is hereby authorized to execute the Encroachment Easement.

Section 4. That this resolution shall become effective immediately upon its adoption.

Adopted: September 17, 2013



President

Attest: 

CEO, General Manager/Secretary-Treasurer



Greater Cleveland Regional Transit Authority
STAFF SUMMARY AND COMMENTS

TITLE/DESCRIPTION:		Resolution No.: 2013-93
CONTRACT:	GRANT OF PERMANENT ENCROACHMENT EASEMENT	Date: September 12, 2013
VENDOR:	CTOWN STRENGTH PROPERTIES LLC	Initiator: Programming and Planning
AMOUNT:	NO COST TO THE AUTHORITY	
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: Authorize the General Manager/Secretary-Treasurer to grant a permanent easement to the Ctown Strength Properties LLC for a 0.0339 acre easement over an encroachment of an existing building and fence at 1734 Leonard Street in Cleveland, Ohio.

- 2.0 DESCRIPTION/JUSTIFICATION: The proposed easement is a permanent easement of 0.0339 acre to permit an existing encroachment. The easement is over a very small portion of the Cuyahoga County Permanent Parcel Numbers 101-17-003 in the City of Cleveland. The said easement covers the existing fence encroaching approximately 6.6 lineal feet and a portion of the building encroaching approximately 2.2 square feet. The encroachment easement, reflects an existing condition and will not interfere with the present or future use of the RTA parcel or create any safety hazards.

- 3.0 PROCUREMENT BACKGROUND: Not Applicable.

- 4.0 DBE/AFFIRMATIVE ACTION BACKGROUND: Not Applicable

- 5.0 POLICY IMPACT: This action is compliant with the Board of Trustees Real Estate Procedures that specify the Board of Trustees must approve any permanent easement.

- 6.0 ECONOMIC IMPACT: The fence and building already encroach on GCRTA's property, thus it is an existing condition of the property line that has not impacted operations. GCRTA has determined that this easement is of nominal value, therefore, this easement is being granted at no cost to Ctown Strength Properties LLC.

- 7.0 ALTERNATIVES: Not grant the easement.

- 8.0 RECOMMENDATION: This action was presented to the Planning and Development Committee on September 3, 2013 and recommended for approval to the Board of Trustees. Staff recommends that the Board of Trustees approve the resolution to authorize granting the encroachment easement to Ctown Strength Properties LLC.

- 9.0 ATTACHMENTS: Encroachment Easement

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

A handwritten signature in black ink, appearing to read "J. Adams", is written over a horizontal line.

CEO, General Manager/Secretary-Treasurer

EASEMENT AGREEMENT

This Easement Agreement (this "Agreement") is made as of September _____, 2013 by and between GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY, a political subdivision of the State of Ohio ("Grantor") and CTOWN STRENGTH PROPERTIES LLC, an Ohio limited liability company ("Grantee").

WHEREAS, Grantor is the owner of that certain real property described on Exhibit A, attached hereto and made a part hereof ("Grantor's Property"); and

WHEREAS, Grantee intends to acquire, and at the time this instrument is filed for record will be the owner of, certain real property described on Exhibit B, attached hereto and made a part hereof (the "Grantee's Property"); and

WHEREAS, a building and a fence upon Grantee's Property (the "Improvements") encroach onto a portion of Grantor's Property; and

WHEREAS, Grantor desires to grant to Grantee an easement for the purpose of allowing such encroachments to continue over that portion of Grantee's Property described on Exhibit C, attached hereto and made a part hereof and depicted on Exhibit D, attached hereto and made a part hereof (the "Easement Area").

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. Grant of Easement; Term. Grantor hereby grants to Grantee a perpetual easement (the "Easement") for the purpose of allowing the continuance of the existing encroachment of the Improvements onto the Easement Area.

2. Grantee's Obligations.

(a) During the term of this Easement, Grantee shall be responsible for and shall maintain the Improvements within the Easement Area.

(b) Grantee shall indemnify, defend and hold harmless Grantor from and against all loss, cost and damage arising from the Improvements or from Grantee's use of the Easement Area and any additional portion of Grantor's Property as may be reasonably necessary to repair, replace or improve the existing Improvements. Grantee shall obtain and carry those insurance coverages specified in Exhibit E to cover the foregoing indemnity.

(c) Grantee may occasionally repair or replace the existing Improvements (and in so doing may temporarily access such additional portion of Grantor's Property as is reasonably necessary to do so). Grantee shall give Grantor at least fifteen (15) days' advance written notice of any such repair or replacement. The notice shall be delivered to the Greater Cleveland Regional Transit Authority, 1240 West 6th St., Cleveland, Ohio 44113, Attention: Property Manager. Grantee shall not improve the Improvements or add additional improvements within the Easement Area without Grantor's prior written approval; provided, however, that the Improvements and any improvements thereto must remain within the Easement Area.

(d) Grantee agrees that it shall not make any adverse possession or similar claim to the Easement Area.

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3. Nature of Easement. This Agreement creates a perpetual easement, which shall run with the Grantor's Property and inure to the benefit of Grantee, its successors and assigns.

GREATER CLEVELAND REGIONAL TRANSIT
AUTHORITY

By: _____

Title: _____

CTOWN STRENGTH PROPERTIES LLC

By: _____
Laurence S. Crooks, its sole member

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared _____, the _____ of Greater Cleveland Regional Transit Authority, a political subdivision of the State of Ohio, who acknowledged that, being duly authorized to sign, he/she did sign the foregoing instrument and that the same is the free act and deed of said _____, and the free act and deed of him/her personally.

IN WITNESS WHEREOF, I have set my hand and official seal, at Cleveland, Ohio, as of September _____, 2013.

Notary Public

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared Laurence S. Crooks, the sole member of CTOWN Strength Properties LLC, an Ohio limited liability company, who acknowledged that, being duly authorized to sign, he did sign the foregoing instrument and that the same is his free act and deed, and the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have set my hand and official seal, at Cleveland, Ohio, as of September _____, 2013.

Notary Public

This instrument prepared by:
Randall B. Shorr
Attorney at Law
6314 Franklin Boulevard, N.W.
Cleveland, Ohio 44102-3151
(216) 631-1221

EXHIBIT A

Grantor's Property

Situated in the City of Cleveland, County of Cuyahoga and State of Ohio and known as being part of Sublots Nos. 520, 521, 525, 533, 534, 568, 569, 570, 572, 573, 574, 578 and 579 and all of Sublots Nos. 522, 523, 524, 532, 575, 576 and 577 in The Cleveland Center Allotment as shown by the Plat recorded in Volume 2 of Maps, Page 21 of Cuyahoga County Records, and part of Winter Street, N.W., vacated by Ordinance No. 72514; part of a 12 foot alley vacated by Ordinance No. 71393, part of Simms Street, N.W., vacated by Ordinance 71274, part of a 10 foot alley vacated by Ordinance No. 72518 and together forming a parcel of land bounded and described as follows:

Beginning at a point on the Northerly line of French Street, N.W., at the Southwesterly corner of land conveyed to The Cleveland, Cincinnati, Chicago and St. Louis Railway Company by deed recorded in Volume 6451, Page 22 of Cuyahoga County Records; thence Westerly along the Northerly line of Preach Street, N.W., 163.42 feet to the Southeasterly corner of land conveyed to Norma Schryer and Central National Bank of Cleveland by deed recorded in Volume 11116, Page 259 of Cuyahoga County Records; thence Northerly along the Easterly line of land so conveyed and the Northerly prolongation thereof; and along the Easterly line of land conveyed to Lydia Beinke by deed recorded in Volume 14132, Page 615 of Cuyahoga County Records, to a point on the Southerly line of Leonard Street, N.W., (relocated) as shown by the plat recorded in Volume 122 of Maps, Page 25 of Cuyahoga County Records; thence Easterly along the Southerly line of Leonard Street, N.W., to the Southwesterly line of Leonard Street, N.W., as originally established; thence Southeasterly along the Southwesterly line of Leonard Street, to the most Northerly corner of land conveyed to Plumer Leather Finishing Co., by deed recorded in Volume 10194, Page 142 of Cuyahoga County Records; thence Southerly along the Westerly line of land so conveyed and along the Westerly line of land conveyed to Plumer Leather Finishing Co., by deed recorded in Volume 6859, Page 530 of Cuyahoga County Records, and the Southerly prolongation thereof; and along the Westerly line of land conveyed to The Cleveland, Cincinnati, Chicago and St. Louis Railway Company, as first aforesaid, to the place of beginning, be the same more or less but subject to all legal highways.

EXHIBIT B

Grantee's Property

Parcel No. 1

Situated in the City of Cleveland, County of Cuyahoga, and State of Ohio, and known as being all of Sub Lots Nos. 566 and 567, part of Sub Lots Nos. 520, 521 and 568, part of the vacated portion of Simms Street, part of the vacated portion of French Street and Leonard Street and part of the vacated portion of Gravity Place N.W., in the Cleveland Center Allotment, as shown by the recorded plat in Volume 2 of Maps, Page 21 of Cuyahoga County Records, and together forming a parcel of land bounded and described as follows:

Beginning on the Southwesterly line of Leonard Street (60 feet wide), at the most Northerly corner of said Sub Lot No. 568; thence South $30^{\circ} 40' 40''$ East along the Southwesterly line of Leonard Street, now vacated, 145.11 feet to the Southeasterly line that part of Leonard Street and French Street, now vacated as described in Ordinance No. 2147-57, of the City of Cleveland; thence South $33^{\circ} 13' 35''$ West. along said Southeasterly line, 21.45 feet to its intersection with the Southeasterly prolongation of the Northeasterly curved line of land conveyed to the Cleveland, Cincinnati, Chicago, St. Louis Railway Company by deed dated October 18, 1945, and recorded in Volume 6451, Page 22 of Cuyahoga County Records; thence Northwesterly along said Southeasterly prolongation and along the Northeasterly line of land so conveyed, 105.64 feet along the arc of a curve deflecting to the right said curve having a radius of 378.51 feet and a chord distance of 105.50 feet to the Northwesterly corner of land so conveyed to the Cleveland, Cincinnati, Chicago and St. Louis Railway Company as aforesaid; thence North $00^{\circ} 50' 47''$ West, 72.33 feet to the Northwesterly line of said Sub Lot No. 568; thence North $46^{\circ} 09' 31''$ East, along the Northwesterly line of said Sub Lot No. 568, 53.65 feet to the place of beginning, according to a survey dated April, 1957, made by Bauer Surveys Company, be the same more or less, but subject to all legal highways.

Parcel No. 2

Situated in the City of Cleveland, County of Cuyahoga, and State of Ohio, and known as being parts of Sub Lots Nos. 569 and 570 in the Cleveland Center Allotment as shown by the plat thereof recorded in Volume 2 of Maps, Page 21 of Cuyahoga County Records and a part, if any, of Winter Street, which was vacated by Ordinance No. 72514 passed January 11, 1926 by the Council of the City of Cleveland, and together forming a parcel of land more particularly described as follows:

Beginning at the point in the Southwesterly line of Leonard Street (60 feet wide) at the most Easterly corner of said Sub Lot No. 569, said point being also at the Northeasterly corner of the land of Plumer Leather Finishing Co.; thence South $46^{\circ} 09' 31''$ West, along the Southeasterly line of said Sublot No. 569 and being along the dividing line between the land of The Cleveland Union Terminals Company and the land of said Plumer Leather Finishing Co., a distance of 53.65 feet to the Point at the Northwesterly corner of said land of Plumer Leather Finishing Co., said point being also at the most Easterly corner of the land which was conveyed to said Terminals Company by deed recorded in Volume 6451, Page 16 of Cuyahoga County Deed Records; thence North $00^{\circ} 50' 47''$ West, a distance of 104.93 feet to a point in said Southwesterly line of Leonard Street; thence South $30^{\circ} 40' 40''$ East, along said Southwesterly line of Leonard Street, a distance of 78.88 feet to the place of beginning and containing 2057 square feet more or less, but subject to all legal highways.

EXHIBIT C

Legal Description of Easement Area

Situated in the City of Cleveland, County of Cuyahoga, State of Ohio, and known as being part of Sub Lots Nos. 521, 568, 569, and 570, part of the vacated portion of Simms Street, part of the vacated portion of Winter Street in the Cleveland Center Allotment, as shown by the recorded plat in Volume 2 of Maps, Page 21 of Cuyahoga County Records, and together forming a parcel of land bounded and described as follows:

Beginning on the southwesterly line of Leonard Street at its intersection with the westerly line of a parcel of land conveyed to CTOWN Strength Properties LLC by deed recorded in Cuyahoga County File No. _____ of the Cuyahoga County Deed Records;

Thence along said westerly line, bearing South 00°42'59" East distance of 177.46 feet to the southwesterly corner of land so conveyed;

Thence South 89°17'01" West a distance of 8.00 feet to a point;

Thence parallel with the aforesaid westerly line of land so conveyed, bearing North 00°42'59" West a distance of 191.34 feet to a point in the aforesaid southwesterly line of Leonard Street;

Thence along said southwesterly line, bearing South 30°40'40" East a distance of 16.02 feet to the Place of Beginning and containing 1,475 square feet of land according to a survey dated May 30, 2013 by Matthew C. Neff, Ohio Professional Surveyor No. 7315, of the M Neff Design Group, be the same more or less, but subject to all legal highways.

EXHIBIT E

Insurance Requirements

The Grantee shall purchase and maintain from the date on which the Easement Agreement is recorded and for so long as the Easement Agreement remains in force the following minimum insurance coverages. Such insurance shall protect the Grantee from claims which may arise out of or result from the Grantee's performance of the Easement Agreement and for which the Grantee may be legally liable, whether such performance be by the Grantee or by a subcontractor, tenant or by anyone employed directly or indirectly by any of them, or by anyone for whose acts any of them may be liable.

- A) Commercial General Liability Insurance in the amount of \$2,000,000 combined single limit each occurrence for bodily injury and/or property damage with a \$2,000,000 annual aggregate. Said policy shall also include:
 - Premises / Operations coverage
 - Personal Injury coverage
 - Liability for independent Contractors
 - Products / Completed Operations liability insurance: This insurance must be maintained for a period of not less than 2 years from the date of final payment
 - Contractual liability coverage insuring the "hold harmless" provision set forth in this Easement Agreement.
 - Said policy shall be written on an "occurrence" basis.
 - Owner will accept any combination of primary CGL and Excess or Umbrella policies to meet the minimum coverage requirements above.
- General Requirements: The Grantee shall not commence work herein until it has obtained the required insurance in a form satisfactory to the Grantor. It shall furnish evidence of such insurance in the form of a

certificate (Acord or similar form). The certificate shall provide the following:

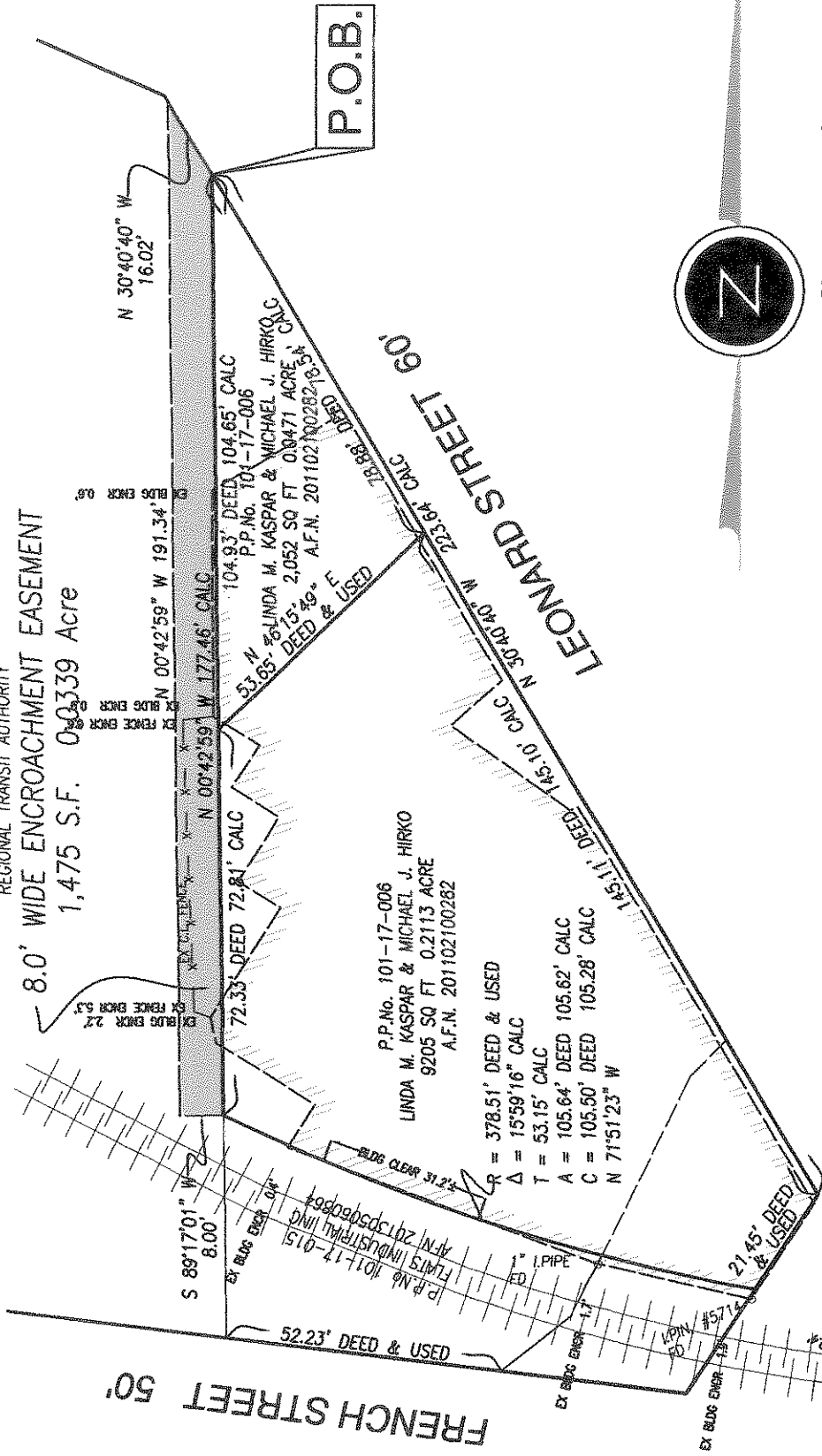
- In the event the insurance should be changed or cancelled, such change or cancellation shall not be effective until 30 days after the Grantor has received written notice of such change or cancellation from the insurance company. Such notice shall be mailed by certified mail, return receipt requested, to the Grantor, care of its Property Manager.
- Name the Grantor as an additional insured for coverages required under a. and b. above, for claims arising out of the performance of the Easement Agreement
- Contain a waiver of subrogation in favor of the Grantor.
- Specific reference to the subject Easement Agreement
- Specific reference to all deductibles & Self Insured Retentions (SIR)
- Shall be primary and non-contributing to any insurance possessed or procured by owner and any self-insurance program maintained by owner

The Grantee shall purchase and maintain (and/or shall cause its tenant to purchase and maintain) from the date on which the Easement Agreement is recorded and for so long as the Easement Agreement remains in force the following minimum insurance coverages.

- Statutory Workers' Compensation coverage in compliance with all applicable state workers' compensation laws to cover all employees furnishing labor under the terms of this Easement Agreement and under the control of the Grantee. Employers' Liability coverage in the amount of \$500,000 per accident / \$500,000 per employee for disease will also be included, either under the Workers' Compensation policy or under the Commercial General Liability policy (Stop Gap) referenced under a. above. In Ohio: a copy of a certificate of premium payment from the Industrial Commission and Bureau of WC, or a copy of the Certificate of Employer's Right to Pay Compensation Directly.

P.P.No. 101-17-003
REGIONAL TRANSIT AUTHORITY

8.0' WIDE ENCROACHMENT EASEMENT
1,475 S.F. 0.03339 Acre



P.O.B.



SCALE: 1" = 30'

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EASEMENT FOR ENCROACHMENTS
to CTOWN Strength Properties LLC
from Regional Transit Authority

JOB NO. 7672	DATE: August 28, 2013	REV. DATE: -	DRAWN: DIN	SCALE: 1"=30'
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