

RESOLUTION NO. 2016-47

AUTHORIZING THE CEO, GENERAL MANAGER/SECRETARY-TREASURER TO ENTER INTO A PERMANENT ACCESS EASEMENT WITH VAN AKEN SHOPPING CENTER, LTD. AT THE END OF THE BLUE LINE IN SHAKER HEIGHTS

WHEREAS, the Greater Cleveland Regional Transit Authority (GCRTA) has a substation located at the end of the Blue Line in the proposed Van Aken Redevelopment District; and

WHEREAS, the City of Shaker Heights has requested that GCRTA relocate the substation to facilitate a joint development project; and

WHEREAS, the new location of the substation requires access for maintenance of the substation; and

WHEREAS, the land required for the access easement is now owned by the City of Shaker Heights but will be acquired by Van Aken Shopping Center, LTD. (VASC); and

WHEREAS, VASC agrees to enter into a permanent access easement with GCRTA for continued access and maintenance of the substation.


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


Section 1. That the CEO, General Manager/Secretary-Treasurer is hereby authorized to enter into a permanent access easement agreement with Van Aken Shopping Center, LTD. for access to the new substation at the end of the Blue Line in Shaker Heights.

Section 2. That the CEO, General Manager/Secretary-Treasurer be, and he is hereby authorized, to execute all documents required in furtherance of this action.

Section 3. That this resolution shall become effective immediately upon its adoption.

Adopted: June 14, 2016

  
\_\_\_\_\_  
President

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



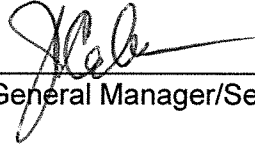
Greater Cleveland Regional Transit Authority  
**STAFF SUMMARY AND COMMENTS**

TITLE/DESCRIPTION:		Resolution No.: 2016-47
CONTRACT:	ENTERING INTO A PERMANENT ACCESS EASEMENT WITH VAN AKEN SHOPPING CENTER, LTD. AT THE END OF THE BLUE LINE IN SHAKER HEIGHTS.	Date: June 9, 2016
VENDOR:	VAN AKEN SHOPPING CENTER, LTD.	Initiator: Programming and 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: To allow the CEO, General Manager/Secretary-Treasurer to enter into a permanent access easement with Van Aken Shopping Center, LTD. (VASC) for the purpose of maintaining the substation located within the shopping center at the end of the Blue Line.
- 2.0 DESCRIPTION/JUSTIFICATION: The City of Shaker Heights, with the participation of Greater Cleveland Regional Transit Authority (GCRTA) staff, created a transportation plan to support the redevelopment of what is now called the Van Aken District. This mixed use development plan requires the movement of a GCRTA substation. It also requires a permanent access agreement from VASC to enter, maintain and access the substation. The land required for access is currently owned by the City of Shaker Heights but will be acquired by VASC as part of the development plan. Once that property transfer is completed, GCRTA will execute this easement.
- 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 Joint Development Policy that encourages GCRTA to make accommodations to create development opportunities near transit facilities.
- 6.0 ECONOMIC IMPACT: None.
- 7.0 ALTERNATIVES: Do not enter into the Permanent Access Easement with VASC. This will preclude moving the current substation location.
- 8.0 RECOMMENDATION: Staff recommends that the Board of Trustees approve the resolution authorizing the execution of this permanent access agreement with VASC. This was discussed by the Board's Planning and Development Committee at its June 7, 2016 meeting and recommended for approval by the Board of Trustees.

9.0 ATTACHMENTS: Agreement, Map of Easement Areas, and Legal Description.

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 be 'J. Cole', is written over a horizontal line.

CEO, General Manager/Secretary-Treasurer

## ACCESS EASEMENT

This ACCESS EASEMENT (this “Easement”) is hereby granted by VAN AKEN SHOPPING CENTER, LTD, an Ohio limited liability company (“VA”) to the GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY, a political subdivision of the State of Ohio (“RTA”), as of this \_\_\_\_ day of \_\_\_\_\_, 2016 (the “Effective Date”), subject to the terms and conditions set forth herein.

## RECITALS

The City of Shaker Heights, Ohio (the “City”) and the RTA have agreed to relocate the RTA’s substation to the location shown on the drawing attached hereto as Exhibit (the “Substation”), pursuant to an easement from City to RTA.

In order to have access to the Substation for the purposes described below, the RTA has requested that VA grant this Easement over property which VA will acquire from the City as a result of the vacation of the westbound lane of Van Aken Boulevard.

The relocation of this Substation and related changes in the configuration of RTA’s light-rail facilities will benefit the new development which VA intends to construct adjacent to the Substation. Therefore, VA has agreed to grant this Easement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, VA does hereby agree as follows:

1. VA hereby grants a non-exclusive access easement over the area identified as the “Easement Area” on Exhibit A and more fully described on the legal description attached hereto as Exhibit B (the “Easement Area”).
2. The purpose of the Easement is limited to the following:
  - (a) a non-exclusive easement for vehicular and pedestrian access over the Easement Area in order to permit RTA or its contractors to install, repair, maintain and replace the Substation (the “Access Rights”); and
  - (b) an easement to permit the RTA, its contractors, or a public utility selected by the RTA to install, repair and replace underground electric lines to serve the Substation (the “Electric Line Rights”).
3. Under no circumstances will the RTA or its contractors use its Access Rights in any manner which blocks ingress or egress to VA’s parking areas which are adjacent to the Easement Area.

4. RTA shall bear the full cost of repairing and/or replacing the pavement, curbs and/or landscaping on the surface of the Easement Area which may be damaged in connection with the exercise by RTA of its Electric Line Rights. RTA shall minimize the extent to which ingress and egress to VA's parking areas are blocked in connection with the exercise of the RTA's Electric Line Rights.

5. Except as expressly provided in section 4 above, RTA shall have no obligation with respect to the repair, maintenance or replacement of the surface improvements within the Easement Area, unless damage to such improvements is caused by RTA's employees, agents or contractors.

6. RTA shall maintain general liability insurance to cover any loss, cost, damage or liability incurred by VA or its tenants, or their respective invitees as a result of the use of the Access Rights or Electric Line Rights under this Easement by RTA's employees, agents or contractors. The minimum coverage limits under such insurance shall be \$\_\_\_\_\_ per occurrence for personal injury and \$\_\_\_\_\_ per occurrence for property damage. Upon execution and delivery of this Easement to RTA, RTA shall provide VA with a certificate of insurance from its carrier evidencing such coverage, and shall subsequently deliver replacement certificates whenever any changes in such coverage is effected.

7. By executing acceptance of this Easement, RTA acknowledges and agrees to be bound by all of the terms and conditions set forth in this Easement and the officers executing this Easement hereby certify that all actions necessary to authorize RTA to accept this Easement and perform its obligations hereunder have been taken.

8. The officers of VA executing this Easement certify that all actions necessary to authorize VA to grant this Easement have been taken and that upon the execution of this Easement by VA, the acceptance of this Easement by RTA and the recording of the fully-executed Easement in the Cuyahoga County Records, VA shall be bound hereunder.

9. This Easement shall run with the land and shall be binding upon and inure to the benefit of the successors and assigns of RTA and VA, respectively.

10. This Easement shall be governed by the laws of the State of Ohio.

11. This Easement may not be amended except in a writing executed by both VA and RTA, or their respective successors and assigns.

12. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

IN WITNESS WHEREOF, VA has executed this Easement as of the Effective Date.

VAN AKEN SHOPPING CENTER, LTD.

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACCEPTANCE OF EASEMENT

The undersigned RTA hereby accepts the foregoing Easement and agrees to be bound by all of its terms and conditions.

GREATER CLEVELAND REGIONAL  
TRANSIT AUTHORITY

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

Approved as to legal  
form and corrections

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

Date: \_\_\_\_\_, 2016

STATE OF OHIO )  
 ) SS:  
COUNTY OF CUYAHOGA )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_, the \_\_\_\_\_ of **VAN AKEN SHOPPING CENTER, LTD.**, on behalf of said company.

\_\_\_\_\_  
Notary Public

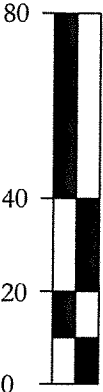
STATE OF OHIO )  
 ) SS:  
COUNTY OF CUYAHOGA )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_, the \_\_\_\_\_ of **GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY**, on behalf of said company.

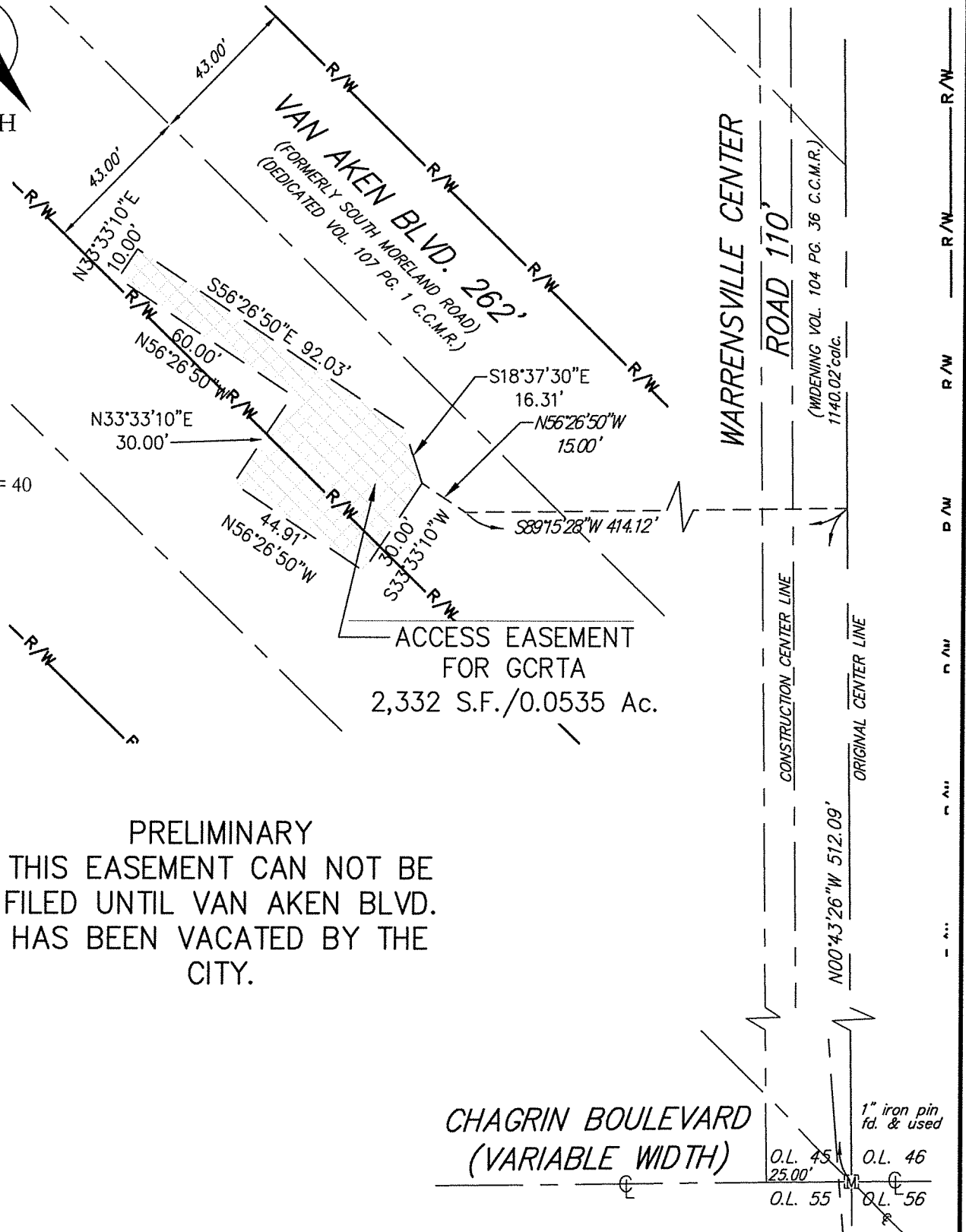
\_\_\_\_\_  
Notary Public



NORTH



SCALE  
1 INCH = 40



PRELIMINARY  
THIS EASEMENT CAN NOT BE  
FILED UNTIL VAN AKEN BLVD.  
HAS BEEN VACATED BY THE  
CITY.



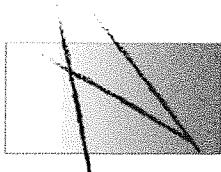
Civil Engineers + Landscape Architects + Planners + Surveyors  
6405 York Road | Parma Heights, Ohio 44130  
Tel: 440.884.3100 | Fax: 440.884.3104  
www.neff-assoc.com

Access Easement  
GCRTA Easement

Van Aken District  
Shaker Heights, Ohio

Date:	05-06-16
Drawn By:	TEW
Proj. No.	13723
1 of 1	





**NEFF**  
& ASSOCIATES

Civil Engineers + Landscape Architects + Planners + Surveyors

Legal Description  
Van Aken Center  
RTA Easement  
May 6, 2016  
File No. 13723-LD001  
Page 1 of 1

Situated in the City of Shaker Heights, County of Cuyahoga, State of Ohio and known as being part of Van Aken Boulevard (Formerly known as South Moreland Road) (262 Feet Wide), as shown by the recorded plat in Volume 107 of Maps, Page 1 in Cuyahoga County Records and being part of Original Warrensville Township Lot No. 45 and is further bounded and described as follows:

Beginning at a 1" iron pin monument at the intersection of the centerline of Warrensville Center Road (110 Feet Wide) as shown per widening, as recorded in Volume 104 of Maps, Page 36 in Cuyahoga County Records and the centerline of Chagrin Boulevard (Formerly known as being Kinsman Road) (Width Varies);

Thence North  $00^{\circ}43'26''$  West, along the centerline of said Warrensville Center Road, a distance 512.09 feet;

Thence South  $89^{\circ}15'28''$  West, a distance of 414.12 feet;

Thence North  $56^{\circ}26'50''$  West, a distance of 15.00 feet to the principle place of beginning;

Course 1 Thence South  $33^{\circ}33'10''$  West, a distance of 30.00 feet;

Course 2 Thence North  $56^{\circ}26'50''$  West, a distance of 44.91 feet;

Course 3 Thence North  $33^{\circ}33'10''$  East, a distance of 30.00 feet;

Course 4 Thence North  $56^{\circ}26'50''$  West, a distance of 60.00 feet;

Course 5 Thence North  $33^{\circ}33'10''$  East, a distance of 10.00 feet;

Course 6 Thence South  $56^{\circ}26'50''$  East, a distance of 92.03 feet;

Course 7 Thence South  $18^{\circ}37'30''$  East, a distance of 16.31 feet to the principle place of beginning and containing 0.0535 Acre (2.332 Square Feet) of land.

Be the same more or less, but subject to all legal highways and easements of record.