

RESOLUTION 2016-86

AUTHORIZING THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY TO ENTER INTO A PURCHASE AND SALE AGREEMENT IN THE AMOUNT OF TWO HUNDRED THIRTY THOUSAND DOLLARS (\$230,000.00) WITH THE HORIZON EDUCATION CENTER FOR A PORTION OF THE TRISKETT RAPID TRANSIT STATION, KNOWN BY THE CUYAHOGA COUNTY AUDITOR AS PERMANENT PARCEL NUMBER 021-08-001 AND LOCATED AT 13405 LAKEWOOD HEIGHTS BOULEVARD, CLEVELAND, OHIO

WHEREAS, the Greater Cleveland Regional Transit Authority ("GCRTA") is the Owner of record of the land located at 13405 Lakewood Heights Boulevard in the City of Cleveland, Ohio, which has a Permanent Parcel Number of 021-08-001 (the "Property"); and

WHEREAS, the Property was transferred to GCRTA under the Mass Transfer Agreement with the City of Cleveland in 1975; and

WHEREAS, the Property is used as overflow parking for the Triskett Rapid Transit Station but is rarely used by GCRTA customers or employees; and

WHEREAS, the GCRTA has advertised and marketed the Property for sale through a fair and open process with a real estate broker since September 2008; and

WHEREAS, the Property has been on the GCRTA's excess property listing with the Federal Transit Administration ("FTA") since 2008; and

WHEREAS, on September 22, 2015, GCRTA received an offer from The Horizon Education Center ("Horizon"), an Ohio Not For Profit Corporation, for Two Hundred Thirty Thousand & 00/100 Dollars (\$230,000.00) for the Property; and

WHEREAS, Horizon operates day care centers in Cleveland and throughout Northeast Ohio and intends to develop and operate a day care center on the Property; and

WHEREAS, a day care center was determined to be a highest and best use for the site in a market study completed by GCRTA and is a compatible development use for the Property in accordance with current Transit Oriented Development (TOD) goals and objectives; and

WHEREAS, the GCRTA will decrease its annual holding costs associated with this property which include, but are not limited to, insurance, maintenance, security, landscape expenses and storm water management fees.

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

Section 1. That the Property is hereby declared excess property.

Section 2. That the CEO, General Manager/Secretary-Treasurer is hereby authorized to execute a Purchase and Sale Agreement and all other documents required to sell and transfer the Property.

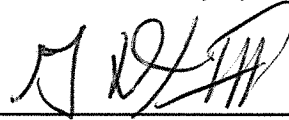
Section 3. That the purchase price of Two Hundred Thirty Thousand & 00/100 Dollars (\$230,000.00) is the fair market value of the Property as determined by the property appraisal report and approved by a review appraiser.

Section 4. That the execution of the Purchase and Sale Agreement is contingent upon receiving FTA concurrence on the sale of this portion of the Property.

Section 5. That the purchase price less the brokerage fees shall be deposited in the GCRTA Development Fund and used in accordance with FTA Circular 5010.1D and proceeds from the sale will be used for a similar capital project.

Section 6. That this resolution shall become effective immediately upon its adoption.

Adopted: September 27, 2016



President

Attest:



CEO, General Manager/Secretary-Treasurer



Greater Cleveland Regional Transit Authority
STAFF SUMMARY AND COMMENTS

TITLE/DESCRIPTION: CONTRACT: SALE OF A PORTION OF 13405 LAKEWOOD HEIGHTS BOULEVARD, CLEVELAND		Resolution No.: 2016-86
VENDOR: THE HORIZON EDUCATION CENTER		Date: September 22, 2016
AMOUNT: \$230,000.00		Initiator: Programming and Planning
Action Request:		
X Approval	Review/Comment	Information Only
Other _____		

- 1.0 PURPOSE/SCOPE: The resolution seeks board approval for the sale of a portion of the property at 13405 Lakewood Heights Boulevard. This sale will remove excess real property from GCRTA's real property inventory, as required by applicable federal regulations, and also promote Transit Oriented Development (TOD) on vacant land.
- 2.0 DESCRIPTION/JUSTIFICATION: GCRTA acquired this property under the Mass Transfer Agreement with the City of Cleveland in 1975. The portion of the site proposed for sale is currently used for overflow parking at the Triskett Rapid Transit Station, but it is rarely used by GCRTA customers or employees. Sale of this parcel will not adversely affect GCRTA rail operations.

This parcel has been on GCRTA's excess property listing with FTA since 2008.

To generate and promote market activity and preserve optimal access to the rail station, the GCRTA created a Lot Split and Consolidation Plat for the sale of three individual parcels. On September 22, 2015, GCRTA received an offer from The Horizon Education Center ("Horizon") for \$230,000.00 for Parcel #1 which is the fair market value of the property. The proposed use for the property as a day care center represents a highest and best use of the property and is supported by a market study completed by GCRTA. The proposed sale of 2.41 acres of the property will not inhibit the operation of the Triskett Rapid Transit Station will promote and support the TOD and economic development goals of the GCRTA, and will not decrease the value of the other split parcels.

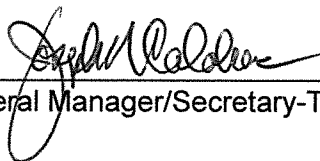
A public meeting was held on February 10, 2016 to review the proposed development project. There was support for the project from the local Councilman, the community development corporation, and the general community.

Horizon is a well-respected day care provider currently operating centers in Euclid, Mentor and Cleveland, Ohio. Horizon recently opened a center at 2285 Columbus Road, Cleveland, and it is expanding into the Cleveland Metropolitan School District market.

- 3.0 PROCUREMENT BACKGROUND: Does Not Apply.
- 4.0 DBE/AFFIRMATIVE ACTION BACKGROUND: Does Not Apply.
- 5.0 POLICY IMPACT: The proposed sale of this property is consistent with the Real Estate Policies of the GCRTA.

- 6.0 **ECONOMIC IMPACT:** The purchase price of Two Hundred Thirty Thousand Dollars (\$230,000.00) is determined to be the fair market value for this property and is supported by an appraisal report, a review appraisal report, and a valuation letter from qualified appraisers. The Federal Transit Administration (FTA) concurrence is pending for this partial sale of the property. With FTA concurrence, the proceeds from the property sale will be reinvested in the capital program of the GCRTA.
- 7.0 **ALTERNATIVES:** The GCRTA can refuse to sell the portion of the property to Horizon. GCRTA would have to continue to maintain the property and market the property for sale.
- 8.0 **RECOMMENDATION:** The proposed sale of a portion of 13405 Lakewood Heights Boulevard to Horizon will be discussed at the September 27, 2016 Planning and Development Committee meeting. Staff recommends the proposed sale for approval to the Board of Trustees.
- 9.0 **ATTACHMENTS:** A. Location Map.
B. Purchase and Sale Agreement.

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



General Manager/Secretary-Treasurer

Smith & Nejedlik, Inc.

Commercial and Industrial Real Estate Appraisers

BIRD'S EYE VIEW OF THE SUBJECT PROPERTY

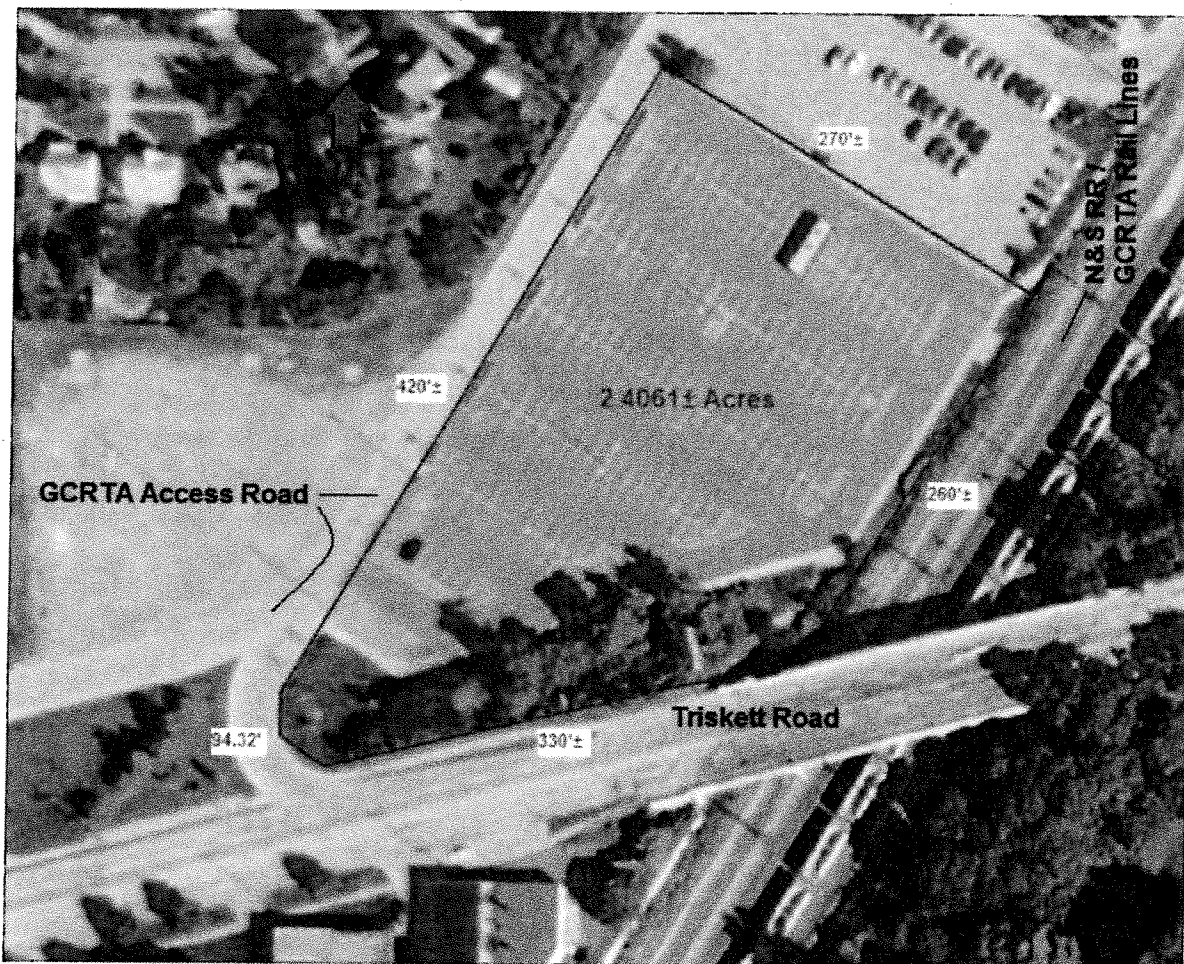


Subject site is outlined in red (boundary lines are approximate)
Source: Google Maps, 2015 imagery

Smith & Nejedlik, Inc.

Commercial and Industrial Real Estate Appraisers

PRELIMINARY PLAT MAP



PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered into between **The Horizon Education Center, an Ohio Not for Profit Corporation, or its nominee or assignee ("Purchaser")**, located at 29510 Lorain Road, North Olmsted, Ohio, 44070 and **Greater Cleveland Regional Transit Authority**, a political subdivision of the State of Ohio ("Seller"), located at 1240 W. 6th St., Cleveland, Ohio 44113, entered into under the authority of Seller's Resolution No. _____ adopted _____, 2015 a copy of which is attached to and incorporated into this Agreement as Exhibit A. The date of this Agreement ("Effective Date") shall be the last date of execution by either of the parties.

ARTICLE 1 – PROPERTY

Seller agrees to sell and Purchaser agrees to buy approximately 2.41 acres of real property ("Property") located on the north side of Lakewood Heights Blvd immediately adjacent to the Triskett Rapid Station to be split from permanent parcel number 021-07-026 as outlined on Exhibit B attached hereto and incorporated herein, together with the any improvements located thereon and all of the appurtenances, rights, privileges, licenses, and easements belonging thereunto. A legal description of the Property is attached hereto as Exhibit C.

Purchaser is purchasing:

- a. All of Seller's right, title, and interest in the Property described in Exhibit B and Exhibit C, which is attached to and incorporated into this Agreement;
- b. All of Seller's right, title, and interest in any improvements affixed to the Property; and
- c. All rights, privileges, entitlements, easements, and appurtenances pertaining to the Property and Improvements, including any right, title, and interest of Seller in and to adjacent streets, alleys, or rights-of-ways.

Purchaser acknowledges the sale of Property is subject to approval by Seller's Board of Trustees and the Federal Transit Administration ("FTA"). Seller acknowledges the purchase of Property is also subject to approval by Purchaser's Board. Seller and Purchaser acknowledge that if such approvals do not occur, this Agreement will not take effect and any earnest money paid by Purchaser shall be returned upon demand.

ARTICLE 2 – PURCHASE PRICE AND EARNEST MONEY

A. The total purchase price for the Property ("Purchase Price") shall be Two Hundred Thirty Thousand & 00/100 Dollars (\$230,000.00), payable in cash on the closing date (the "Closing Date"). On or before the Closing Date, Purchaser shall deposit the Purchase Price in escrow with Northern Title ("Escrow Agent" and "Title Company").

B. Upon execution of this Agreement by Seller, Purchaser shall deposit Five Thousand & 00/100 Dollars (\$5,000.00) into an escrow account with the Escrow Agent as earnest money ("Earnest Money"), to be credited against the Purchase Price at Closing. The Earnest Money shall be deposited into a federally insured interest bearing account, with all

interest accruing to Purchaser unless otherwise provided herein. Said earnest money shall only be returned to the Purchaser if: (1) the Seller does not attain approvals from FTA and/or Seller's Board of Trustees; (2) Seller does not satisfactorily resolve an objection to a title exception, pursuant to Article 4.C.(i), below; (3) Seller does not obtain the release or modification of any oil or gas leases affecting the Property, pursuant to Article 4.D. below; or (4) Purchaser terminates the transaction pursuant to Article 5.B. below. If this transaction is not consummated for a reason other than those stated above, then the earnest money shall be disbursed to the Seller, including all interest accrued.

ARTICLE 3 – PURCHASER'S INSPECTIONS/INDEMNIFICATION/SELLER'S DELIVERIES

A. Seller shall arrange access, at mutually agreeable dates and times, and subject to the terms of a Right of Entry Agreement, if applicable, to all areas of the Property to enable Purchaser and its agents to enter the Property and to conduct inspections, tests, borings, or surveys. In the event that this transaction does not close, then the Purchaser shall repair to the satisfaction of Seller, any damage to the Property caused by the Purchaser's investigation, tests and/or studies.

B. The Purchaser hereby indemnifies and holds harmless the Seller, Seller's officers, agents, employees, successors and assigns from any and all claims, loss, cost, damages, expense and liability, including attorneys' fees, for or from loss of life or damage or injury to any person or property of any person, including, without limitation, the agents, employees, invitees and licensees of either of the parties arising out of, connected with or incidental to, either directly or indirectly, with Purchaser's entry, investigation, testing or assessment of the Property during this right of entry.

C. Purchaser shall require its contractors, subcontractors and agents to defend, indemnify and hold harmless the Seller, Seller's officers, agents, employees, successors and assigns from any and all claims, loss, cost, damages, expense and liability, including attorneys' fees, for or from loss of life or damage or injury to any person or property of any person, including, without limitation, the agents, employees, invitees and licensees of either of the parties arising out of, connected with or incidental to, either directly or indirectly, with Purchaser's entry, investigation, testing or assessment of the Property during this right of entry.

D. The foregoing indemnification provision shall survive the termination of this Agreement.

E. Within five (5) days of the Effective Date, Seller shall deliver to Purchaser the following documents or information that are within Seller's possession or control ("Seller's Deliverables"):

1. Seller's current title policy;
2. Any environmental or geotechnical reports, wetlands study, tree studies and/or surveys, wetlands documentation, flood plain, drainage, road improvement, utility construction or other documents pertaining to the condition of the Property in the custody and control of the Seller;
3. The identity of any party who has any environmental or geotechnical reports, wetlands study, tree studies and/or surveys, wetlands documentation, flood plain, drainage, road improvement, utility construction or other documents

pertaining to the condition of the Property that is not in the possession or control of Seller, to the extent that the identity of such party is known to Seller; and
4. Any existing survey of the Property.

Seller shall use commercially reasonable efforts to secure the foregoing Seller's Deliverables from all vendors who have prepared them. In the event it is determined during the Study Period (as defined in Article 5) that Seller has not timely furnished any of the above Seller's Deliverables, then the Study Period shall be extended by the number of days such delivery was delayed.

ARTICLE 4 – TITLE TO PREMISES

A. Seller shall convey insurable (with all standard exceptions deleted provided Purchaser obtains an acceptable Survey as defined herein) and marketable title to the Property to Purchaser by Limited Warranty Deed or Warranty Deed.

B. Within ten (10) days after the Effective Date, Purchaser shall obtain a commitment ("Commitment") issued by Escrow Agent for an ALTA Owner's Title Insurance Policy Form 2006 ("Title Policy") in an amount equal to the Purchase Price showing title to the Property in Seller and naming Purchaser as the proposed insured. The Commitment shall be accompanied by copies of all documents listed as exceptions to title or otherwise affecting title to the Seller's Parcel. Purchaser at Purchaser's cost may obtain an ALTA survey ("Survey") prior to the expiration of the initial Study Period, which shows the location of the Property and all easements, rights of way and other matters contained in the Schedule B exceptions to the Commitment that are capable of being shown on the Survey (the Survey and all documents evidencing exceptions to title are hereinafter referred to as the "Related Documents").

C. Purchaser shall have ten (10) days after receipt of the Commitment and Related Documents to review title to the Property. If Purchaser notifies Seller that it does not approve of any title exceptions within said ten (10) day period, Seller shall then have thirty (30) days from such notice in which to resolve such objections and shall undertake to do so in good faith, but shall not be required to do so except for the discharge at Closing of liens as defined below. If Seller does not satisfactorily resolve such objections within thirty (30) days, then Purchaser, at its option, may either (i) terminate this Agreement within fifteen (15) days from receipt of Seller's notice such that such objection has not been resolved, in which event the Earnest Money and all interest shall be paid to Purchaser, Seller shall pay escrow and title charges incurred to date, and thereupon the parties shall be relieved of all further obligations hereunder, or (ii) waive the objection and accept title at Closing with such objection, without any reduction in the Purchase Price and such objections then being deemed additional Permitted Exceptions. Purchaser's review shall be limited to assuring that title exceptions will not materially and adversely affect Purchaser's intended use of the Property and will not be objectionable to Purchaser's lender or tenant. Notwithstanding any other provision in this Agreement to the contrary, Purchaser shall not be required to give Seller notice to cure or remove any mortgage lien, security interest, judgment, personal property tax, mechanics or other lien capable of cure by payment of a liquidated sum (a "Lien"), as Purchaser shall be deemed to have objected to such Liens and Seller shall be unconditionally obligated, at its expense, to cause such Liens to be released of record on or before the Closing date. Although Purchaser is given additional days for the Study Period and Approval Period (see Section 5 below), Purchaser may not seek to

resolve title exceptions more than thirty (30) days after receipt of the Commitment and Related Documents.

D. If there are oil or gas leases affecting the Property ("Oil/Gas Leases"), and Purchaser objects to them, Seller covenants and agrees, without cost to Purchaser, to use its best efforts to either: (i) cause the Oil/Gas Leases to be released of record insofar as they pertain to the Property; or (ii) cause the Oil/Gas Leases to be modified of record such that no entry upon the surface of the Property is permissible by the lessees thereunder and no slant drilling from lands adjacent to the Property will be permissible; provided, however, that the lessees under the Oil/Gas Leases may include the land for purposes of unitization. In the event such best efforts on the part of Seller are not successful within ninety (90) days after receipt of Purchaser's notice objecting to them, then, unless Purchaser waives any objections to the status of the Oil/Gas Leases or the parties otherwise agree, Purchaser may terminate this Agreement and (i) all Earnest Money and Extension Payments, if any, shall be returned to Purchaser; (ii) Purchaser shall pay all Escrow costs incurred to date; and (iii) neither party shall have any other obligation with respect to this Agreement.

E. From and after the date of execution of this Agreement by Seller, Seller shall not:

1. Permit any third party to adversely affect Seller's title to the Property and will not consent to any new or additional exceptions to title to be created except those that will be removed at or prior to the Closing Date; or
2. Enter into any contracts or agreements pertaining to the Property which would affect Seller's rights stated herein that are not cancelable upon thirty (30) days' notice.

ARTICLE 5 – CLOSING DATE/STUDY PERIOD/CONDITIONS

A. The Closing Date shall be thirty (30) days after expiration of Purchaser's Approval Period as defined in this Article 5, Section C below. Seller shall deliver the Property to Purchaser at Closing free and clear of all tenancies.

B. Purchaser shall have a sixty (60) day study period ("Study Period") beginning on the Effective Date, during which Purchaser may investigate and evaluate the potential of the Property for the proposed use, including but not limited to zoning, municipal approvals, environmental issues, geotechnical issues and engineering studies. Purchaser shall diligently and in good faith pursue such investigation and evaluation during the Study Period. If during the Study Period Purchaser determines that, for any reason, the Property is not suitable for Purchaser's purpose, Purchaser may in its sole discretion, terminate this transaction and (i) thereupon this Agreement shall be null and void and neither party shall have any further rights or obligations hereunder, except for those rights and obligations that, by their terms, expressly survive any such termination, and (ii) Purchaser's earnest money shall be returned to Purchaser, but Purchaser shall pay all escrow and title charges incurred to date.

C. Purchaser shall have the option to extend the Study Period for one period of thirty (30) days ("Extended Study Period") for the purpose of completing additional environmental studies by providing fifteen (15) days prior written notice to Seller prior to the end of the Study Period and by delivering written notice to Seller and depositing into escrow with the Escrow Agent an additional five thousand dollars (\$5,000.00) (the "Additional Earnest Money").

Upon Purchaser's election to extend the Study Period as provided herein, Purchaser shall have waived all other contingencies other than the environmental contingency.

D. In the event Purchaser does not elect to terminate this transaction at the end of the Study Period or the Extended Study Period as provided herein, Purchaser shall be deemed to have waived its right to terminate.

ARTICLE 6 – TAXES AND ASSESSMENTS

As of the date of Closing, the Escrow Agent shall prorate between Seller and Purchaser all real estate taxes ("Taxes") levied against the Property according to the most recent tax bill for the Property. Seller shall be responsible for any general and special assessments levied against the Property prior to Closing.

ARTICLE 7 – REPRESENTATIONS, WARRANTIES AND COVENANTS

A. As a material inducement for Purchaser to enter into this Agreement, Seller represents, warrants and covenants as follows:

1. Fee simple ownership of the Property is vested solely in Seller and no other party has an interest in the Property, the Property shall be delivered at Closing free and clear of all tenancies;
2. No legal actions or administrative proceedings of any type (including condemnation or similar proceedings) are pending or (to the best of Seller's actual knowledge) contemplated against the Property;
3. Subject to the limitations set forth in Article 2 above, Seller has all necessary power and authority to execute this Agreement, perform all of its obligations hereunder and convey the Property;
4. Seller has no knowledge and has not received notice of any violations of any law, statute, ordinance, or other governmental regulation by or affecting the Property;
5. On the Closing Date there will be no outstanding contracts made by Seller for any improvements to the Property that have not been fully paid for and Seller shall cause to be discharged all mechanics or materialmen's liens arising from any labor or materials furnished to the Property prior to the Closing Date;
6. Seller will ensure Environmental Compliance on the property by providing a current Phase I Study, conducted within the last year, showing no Phase II remediation requirements. If Phase II indicates that remediation is required, Seller agrees to pay for remediation and tests required to confirm that remediation was conducted in accordance with applicable legal environmental standards; and
7. Seller will provide necessary easements to access Property for construction and permanent access easements for access to the Property from Triskett Road on RTA drives and roads and across RTA property.

B. The representations and warranties set forth in Article 7(A) are true and correct on the Effective Date, shall be true and correct on the Closing Date, and shall survive the Closing.

C. As a material inducement for Seller to enter into this Agreement, Purchaser represents and warrants that Purchaser has all necessary power and authority and no consent of any third party is required for Purchaser to execute this Agreement, perform all of its obligations hereunder and purchase the Property.

D. Except as otherwise expressly set forth herein, the Purchaser acknowledges that:

1. the Seller has made no representation or warranty of any kind with respect to the Property, including, without limitation, the use to which it may be put or the condition, environmental or otherwise, of the Property; and
2. It is relying upon its own investigations, tests and studies with respect to the condition, environmental or otherwise of the Property and agrees to accept the Property in its "as is, where is, with all faults" condition on the Closing Date, in accordance with Article 3.

ARTICLE 8 – CLOSING AND ESCROW CHARGES

A. At such time as the Escrow Agent has in its possession all funds representing the Purchase Price and all documents required from Purchaser and Seller, Escrow Agent shall file the Deed for record. The escrow shall be subject to the Escrow Agent's standard conditions of acceptance, except that if there is any conflict or inconsistency between the Escrow Agent's standard conditions and the terms and provisions of this Agreement, the terms and provisions of this Agreement shall govern.

B. The Escrow Agent shall deliver to Purchaser the Deed, Purchaser's title insurance policy, other documents due Purchaser, and all funds remaining to the credit of Purchaser after charging Purchaser with:

1. The cost of the Transfer Tax and any other transfer or conveyance fee;
2. The cost of recording the Deed;
3. One-half (1/2) of the escrow fees;
4. The cost to obtain an Owner's Policy in the amount of the Purchase Price.
5. All costs associated with any mortgage loan obtained by Purchaser; and
6. Amounts due Seller by reason of pro-rations hereunder.

C. The Escrow Agent shall deliver to Seller the balance of the funds in its possession to the credit of Seller after charging Seller and deducting from such funds:

1. The cost to obtain a Title Guarantee
2. One-half (1/2) of the escrow fees;
3. Any amounts that are required to satisfy any outstanding Liens;
4. Amounts due Purchaser by reason of pro-rations hereunder; and
5. All costs associated with brokerage commissions.

ARTICLE 9 – BROKER

Purchaser and Seller warrant and represent each to the other that neither has dealt with any real estate broker or finder in connection with this transaction except Julia Iselin, Damon Taseff and Donny Davis of Allegro Realty Advisors ("Seller's Broker") and David M. Reddy of Keller Williams Realty Greater Cleveland West ("Buyer's Broker") who shall be paid a sales commission by Seller at Closing pursuant to a separate agreement. Purchaser and Seller agree to hold each other harmless against all claims for brokerage commissions or fees and/or finder's fees made by a person or firm, other than as disclosed herein, claiming (i) to have been retained by the indemnifying party, or (ii) to be the procuring cause of this transaction due to any act or authorization of the indemnifying party. This hold harmless shall survive the Closing of this transaction or the termination of this Agreement.

ARTICLE 10 – REMEDIES

A. If Seller breaches any of its covenants, agreements, representations, or warranties, then provided such breach has not been cured within thirty (30) days after written notice thereof, Purchaser may:

1. Declare this Agreement terminated and all Earnest Money and Extension Payments shall be returned to Purchaser, all Escrow Fees shall be paid by Seller and thereafter the parties shall be released of all further liability hereunder; or
2. Enforce specific performance of Seller's obligations, including monetary damages in an amount not to exceed Purchaser's actual out-of-pocket expenses exclusive of Purchaser's Earnest Money and Extension Payments that shall be returned to Purchaser; or

The Purchaser specifically waives any other legal or equitable remedy.

B. In the event Purchaser defaults in its obligations and provided such default has not been cured within thirty (30) days after written notice thereof, then this Agreement shall terminate and Purchaser shall pay all title and escrow charges incurred, the Earnest Money along with accrued interest, and all Extension Payments, if any, shall be paid to Seller as final and liquidated damages. Seller specifically waives any other legal or equitable remedy and all other rights and obligations of the parties hereunder shall automatically be terminated other than those that, as stated herein, survive this Agreement.

ARTICLE 11 – MISCELLANEOUS

A. This instrument constitutes the entire agreement between the parties hereto with respect to the transaction herein contemplated and shall not be modified unless in writing and signed by all parties hereto.

B. Any notice required hereunder shall be deemed duly given upon receipt or refusal if delivered personally, sent by national overnight courier, mailed by registered or certified United States Mail, return receipt requested, postage prepaid or sent by facsimile transmission (with confirmed transmission receipt) and addressed or transmitted as follows:

If to Seller:

The Greater Cleveland Regional Transit Authority
1240 West 6th Street
Cleveland, Ohio 44113
Attn: CEO, General Manager/Secretary-Treasurer

With a copy to:

The Greater Cleveland Regional Transit Authority
1240 West 6th Street
Cleveland, Ohio 44113
Attn: Deputy General Counsel, Labor, Transactional & Administrative Law

And a copy to:

Allegro Realty Advisors
1938 Euclid Avenue, Suite 200
Cleveland, OH 44115
Attn: Michael Cantor

If to Purchaser:

Horizon Education Centers
29510 Lorain Road
North Olmsted, Ohio 44070
Attn: David Smith, Executive Director
dsmith@horizonohio.org
Phone: 440-779-1930
Fax: 440-779-4743

C. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Purchaser may assign its rights and obligations hereunder to any third party, provided that Purchaser shall remain fully liable for all of its obligations hereunder.

D. Each term, covenant, and condition contained herein shall remain in full force and effect until the same has been fully performed.

E. Seller and Purchaser agree to cooperate in furtherance of this transaction and to execute any and all documents reasonably required to consummate this transaction. In the event of a dispute between the parties, the prevailing party shall be entitled to reimbursement for its costs, incurred as a result of such dispute. Seller hereby authorizes Purchaser to apply for any necessary governmental approval(s) required for Purchaser's proposed use of the Property, including zoning, provided any re-zoning shall only be effective after Closing.

F. This Agreement shall be construed in accordance with the laws of the State of Ohio. In case any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal or unenforceable in any respect for any reason, that such invalidity, illegality or unenforceability shall not affect any other provisions of this agreement.

G. Risk of loss to any improvements located on the Property or to the Property shall remain with the Seller until transfer of possession to the Purchaser which shall be on the Closing Date. In the event of an insured loss prior to Closing, Purchaser shall have the option of: (i) accepting the Property in its damaged condition as the result of such insured loss and receive the Seller's insurance proceeds together with Seller's insurance deductible at Closing; or (ii) terminating this Agreement.

H. In the computation of any period of time provided for in this Agreement or by law, the day of the act or event from which any period of time runs shall be excluded, and the last day of such period shall be included, unless it is a Saturday, Sunday or legal holiday, in which case the period shall be deemed to run until the end of the next day which is not a Saturday, Sunday or legal holiday.

I. This Agreement may be executed in two or more counterparts, and it shall not be necessary that any one of the counterparts be executed by all of the parties. Each fully or partially executed counterpart shall be deemed an original, but all such counterparts taken together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

SELLER:
GREATER CLEVELAND REGIONAL
TRANSIT AUTHORITY

By: _____
Joseph A. Calabrese
General Manager/Secretary-Treasurer

Date: _____

APPROVED AS TO LEGAL FORM AND
CORRECTNESS

Sheryl King Benford, General Counsel
Deputy General Manager for

Legal Affairs

PURCHASER:
HORIZON EDUCATION CENTERS

By: 

David H. Smith
Executive Director

Title: _____

Date: 4/7/2016

By: _____

EXHIBIT A

COPY OF RESOLUTION 2015-_____

EXHIBIT B

OUTLINE OF THE PROPERTY

EXHIBIT C

LEGAL DESCRIPTION