

RESOLUTION NO. 2025-21

CONTRACT FOR SALE OF 0.0003 ACRES OF LAND TO THE CITY OF
TWINSBURG FOR THE PUBLIC PURPOSE OF HIGHWAY CONSTRUCTION AND
WARRANTY DEED

WHEREAS, the Greater Cleveland Regional Transit Authority ("Authority") owns a 0.5-acre parcel of real property located at 26480 Broadway Avenue in the Village of Oakwood, Cuyahoga County, Ohio and known as Cuyahoga County Permanent Parcel Number 795-36-005, which is used as a bus loop and layover (the "GCRTA Parcel"); and

WHEREAS, The City of Twinsburg needs to acquire a portion of the GCRTA Parcel for the public purpose of highway construction pursuant to a highway project identified as "SUM Ravenna/Shepard/Broadway[;]" and

WHEREAS, The City of Twinsburg has provided to the Authority a Notice of Intent to Acquire and Good Faith Offer supported by an independent appraisal obtained in accordance with the rules of the Ohio Department of Transportation ("ODOT") and has, in all respects, complied with the requirements of the Ohio Revised Code for the taking of property by a government entity; and

WHEREAS, the portion of the GCRTA Parcel being sold consists of 0.0003 acres, or approximately 11 square feet, of land; and

WHEREAS, the property to be sold has been appraised at a value of \$25.00 by an independent appraiser retained by the City of Twinsburg; and

WHEREAS, the City of Twinsburg has made an offer of \$300.00 for the portion to be conveyed, which is the minimum compensation under state law; and

WHEREAS, the sale of a portion of the GCRTA Parcel is in lieu of appropriation proceedings and will not disrupt any Authority operations or use of the GCRTA Parcel.

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

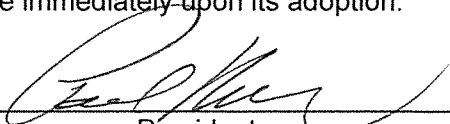
Section 1. That the Authority hereby accepts the City of Twinsburg's offer to acquire fee title to 0.0003 acres of land situated on 26480 Broadway Avenue in the Village of Oakwood, Cuyahoga County, Ohio and known as Cuyahoga County Permanent Parcel Number 795-36-005 for the public purpose of highway construction.

Section 2. That the purchase price of Three Hundred Dollars (\$300.00) is the minimum compensation under state law and it is equal to or greater than the fair market value for the 0.0003 acres of land to be sold, as determined by an appraisal performed by the City of Twinsburg.


Section 3. That the General Manager, Chief Executive Officer is hereby authorized to execute a Contract for Sale and Purchase of Real Property, a Warranty Deed, and to execute all other documents required to sell and transfer the property interests for the purposes stated herein.

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

Adopted: January 21, 2025



President

Attest: 

Secretary/Treasurer



TITLE/DESCRIPTION:		Resolution No.: 2025-21
CONTRACT:	CONTRACT FOR SALE OF 0.0003 ACRES OF LAND TO THE CITY OF TWINSBURG FOR THE PUBLIC PURPOSE OF HIGHWAY CONSTRUCTION AND WARRANTY DEED	Date: January 16, 2025
BUYER:	THE CITY OF TWINSBURG, OHIO	Initiator: Engineering & Project Management
CONSIDERATION:	\$300.00	
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 this resolution is to approve the conveyance of approximately 0.0003 acres (11 square feet) of land to the City of Twinsburg for the public purpose of highway construction, in lieu of appropriation proceedings. The sale is requested by the City of Twinsburg in furtherance of a roadway widening project, which includes additional turn lanes and a sidewalk to be located near the property being conveyed.
- 2.0 DESCRIPTION/JUSTIFICATION: The City of Twinsburg requires the subject property for a highway project, specifically, the widening of Broadway Avenue and the addition of a new sidewalk. The subject property is located at 26480 Broadway Avenue near the intersection with Richmond Road in the Village of Oakwood, Cuyahoga County, Ohio. The 0.0003 acre portion of the property being sold is a small portion of a 0.5-acre parcel, known as Cuyahoga County Permanent Parcel Number 795-36-005, owned by the Authority. The Greater Cleveland Regional Transit Authority (“Authority”) uses the property for a bus loop and layover on a portion of the property not affected by the sale.
- Chapter 470.02 of the Codified Rules & Regulations of the Greater Cleveland Regional Transit Authority (“Code Book”) provides that any disposition of real property by the Authority requires the recommendation of the General Manager, Chief Executive Officer and the approval of the Board of Trustees. The 0.0003 acres of land to be sold has been appraised at a total value of \$25.00 by an independent appraiser retained by the City of Twinsburg. Staff have reviewed the appraisal and concluded there is no reason to challenge or contest its conclusions. By law, the minimum compensation for this acquisition is \$300.00.
- All notices and submittals from the City of Twinsburg are consistent with the applicable provisions of the Ohio Revised Code.
- 3.0 PROCUREMENT BACKGROUND: Does not apply.
- 4.0 AFFIRMATIVE ACTION/DBE BACKGROUND: Does not apply.
- 5.0 POLICY IMPACT: This action is consistent with the Authority’s policy governing the disposition of real property.
- 6.0 ECONOMIC IMPACT: There is minimal economic impact resulting from this action. By law, the City of Twinsburg is entitled to take the property for a public purpose through appropriation proceedings for the stated fair market value.

- 7.0 ALTERNATIVES: Reject the agreement. The City of Twinsburg would file its appropriation action and obtain the property.
- 8.0 RECOMMENDATION: It is recommended that the resolution be adopted.
- 9.0 ATTACHMENTS:
A. Revised Good Faith Offer
B. Proposed Purchase and Sale Agreement
C. Proposed Warranty Deed

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


General Manager, Chief Executive Officer

REVISED GOOD FAITH OFFER

December 12, 2024

Greater Cleveland Regional Transit Authority
1240 W. 6th St.
Cleveland, OH 44113

Re: SUM Ravenna/Shepard/Broadway
Parcel Number: 2
Interest Acquired: WDV

TO: Greater Cleveland Regional Transit Authority

The following Revised Good Faith Offer replaces and supersedes the City of Twinsburg, Ohio Good Faith Offer of \$1,360.00 that was delivered to you by certified mail on January 26, 2024 ;that unaccepted Good Faith Offer is hereby rescinded.

The following amount is being offered to you in good faith as just compensation for the acquisition of Parcel 2 WDV of Project SUM Ravenna/Shepard/Broadway is:

Real Property To Be Acquired	\$25.00
Damages To Your Property Which Is Not Acquired.....	\$0.00
Temporary Construction Easement	\$0.00
Total Good Faith Offer	\$300.00

(ODOT Minimum Award)

Tenant-owned improvements, if any, are to be identified in this Revised Good Faith Offer, and if there are any such improvements, the amount offered to you does not include compensation for these improvements.

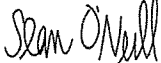
There are no tenant-owned improvements for this parcel.

Please note, as stated in the last Good Faith Offer delivered to you, you have at least 30 days to accept or reject this Revised Good Faith Offer.

While City of Twinsburg, Ohio may not provide legal advice, we will make all efforts to answer questions you have concerning this process and provide any copies of the law or our records that you may need to fully understand your rights, the project, and the process. If you have any questions concerning this matter, you may contact us at:

O.R. Colan Associates
22710 Fairview Center Drive
Fairview, Ohio 44126
440-827-6116

Respectfully,



Sean O'Neill
440-827-6116, Extension 236

**ACKNOWLEDGMENT OF RECEIPT
OF REVISED GOOD FAITH OFFER**

Re: SUM Ravenna/Shepard/Broadway
Parcel Number: 2
Interest Acquired: WDV

Each of the undersigned acknowledges that a copy of the foregoing Revised Good Faith Offer was delivered to the undersigned by City of Twinsburg, Ohio. This Acknowledgment of Receipt of Revised Faith Offer does NOT indicate or imply in any way that the undersigned has waived or will waive any objections the undersigned might have to City of Twinsburg, Ohio's efforts to acquire the undersigned's property. Furthermore, the undersigned's signature on this Acknowledgment of Receipt of Revised Good Faith Offer does NOT indicate or imply in any way that the undersigned has accepted or will accept any of the terms, provision or conditions set out in this Revised Good Faith Offer.

(Owner's signature)

(Date)

(Print owner's name)

(Owner's signature)

(Date)

(Print owner's name)

(Owner's signature)

(Date)

(Print owner's name)

EXHIBIT A

Page 1 of 3

RX 251 WDV

Rev. 05/09

Ver. Date 10/16/24

S.O.

PID 113165

**PARCEL 2-WDV
SUM-RAVENNA/SHEPARD/BROADWAY
ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE
IN THE FOLLOWING DESCRIBED PROPERTY
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS
IN THE NAME AND FOR THE USE OF THE
VILLAGE OF OAKWOOD, CUYAHOGA COUNTY, OHIO**

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of the premises follows]

Situated in the Village of Oakwood, County of Cuyahoga, State of Ohio and known as being a part of Original Bedford Township Lot No. 100 and being a **0.0003 acres (11 sq.ft.) WARRANTY DEED PARCEL 2-WDV for pavement widening construction and walk construction**, located within a 0.4958 acres (auditor) parcel of land as conveyed to Greater Cleveland Regional Transit Authority by deed dated October 11, 1995 as recorded in Volume 95-08676, Page 42, (PP #795-36-028) of Cuyahoga County Deed Records and being a parcel of land lying on the right side of the centerline of right-of-way, being the Southwesterly sideline of Broadway Avenue (66 feet wide) and further bounded and described as follows;

Beginning at a 5/8" iron pin in a monument box at the intersection of a Southerly line of Cuyahoga County and the centerline of Broadway Avenue (66 feet wide) at Station 16+97.66 and being the **Place of Beginning** of the premises herein intended to be described;

Thence **North 43 degrees 30 minutes 41 seconds West**, along said centerline of Broadview Avenue, a distance of **275.86 feet** to a point at Station 14+21.80 of said centerline of right-of-way of Broadway Avenue;

Thence **North 89 degrees 18 minutes 05 seconds West**, along the Northwesterly line of land as conveyed to Cleveland Electric Illuminating Company, an Ohio Corporation (C.E.I.) by deed of record in Volume 12745, Page 245 (PP #795-36-005), a distance of **46.04 feet** to a 5/8" x 30" iron pin set (capped "D.F. Sheehy, S-7849") on the existing Southwesterly right-of-way line of said Broadway Avenue at 33.00 feet right of Station 13+89.69 of said centerline of right-of-way of Broadway Avenue and being the **Principal Place of Beginning** of the premises herein intended to be described;

EXHIBIT A

- Course I** Thence **North 89 degrees 18 minutes 05 seconds West**, continuing along said Northwesterly line, a distance of **6.64 feet** to a point at 37.76 feet right of Station 13+85.06 of said centerline of right-of-way of Broadway Avenue (witnessed by a 5/8" x 30" iron pin set (capped "D.F. Sheehy, S-7849") at 38.00 feet right of Station 13+85.06 of said centerline of right-of-way of Broadway Avenue);
- Course II** Thence **North 46 degrees 29 minutes 32 seconds East**, a distance of **4.76 feet** to a 5/8" x 30" iron pin set (capped "D.F. Sheehy, S-7849") on the existing Southwesterly right-of-way line of said Broadway Avenue at 33.00 feet right of Station 13+60.57 of said centerline of right-of-way of Broadway Avenue;
- Course III** Thence **South 43 degrees 30 minutes 41 seconds East**, along the Southwesterly right-of-way line of said Broadway Avenue, a distance of **4.63 feet** to the **Principal Place of Beginning** and containing **0.0003 acres (11 sq.ft.)** of land, more or less which is part of Cuyahoga County Auditor's Permanent Parcel # 795-36-028.

Basis of Bearing for this legal description is the centerline of Richmond Road (60 feet wide) as evidenced by monuments found and is the same as calculated and reproduced based on the Ohio Plane Coordinate System, NAD 83, North Zone by ties to the O.D.O.T. V.R.S. Network.

The stations referred to herein are from the centerline of right-of-way of Broadway Avenue (66 feet wide) in the Village of Oakwood, Cuyahoga County, Ohio, as shown on the Centerline Plat (Sheet 2) of the "Right-of-Way Plans for SUM-RAVENNA/SHEPARD/BROADWAY" as recorded in AFN _____ of Cuyahoga County Map Records as prepared by Chagrin Valley Engineering, Ltd. in 2023;

EXHIBIT A

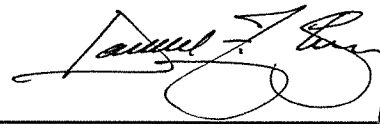
RX 251 WDV

Page 3 of 3
Rev. 05/09

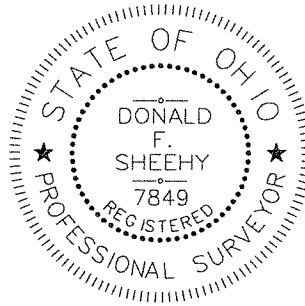
This description was prepared under the supervision of and reviewed by Donald F. Sheehy, P.S. #7849 from surveys made under the supervision of Donald F. Sheehy, P.S. #7849 for Chagrin Valley Engineering, Ltd. in conjunction with "Right-of-Way Plans for SUM-RAVENNA/SHEPARD/BROADWAY" as prepared by Chagrin Valley Engineering, Ltd. in 2023 for the City of Macedonia.

October 16, 2024

Date:



Donald F. Sheehy, P.S. #7849



ATTACHMENT B

ODOT LPA RE 840-L
Rev. 02/2021

CSR
LPA

CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY WITHOUT BUILDING(S)

PARCEL(S): 2-WDV
SUM Ravenna/Shepard/Broadway 113165

This Agreement is by and between the City of Twinsburg, Ohio ["Purchaser"] and Greater Cleveland Regional Transit Authority ["Seller"; "Seller" includes all of the foregoing named persons or entities]. Purchaser and Seller are referred to collectively in this Agreement as "Parties."

In consideration of the mutual promises, agreements and covenants herein contained the Parties contract as follows:

1. Price and Consideration

Purchaser shall pay to Seller the sum of \$300.00, which sum shall constitute the entire amount of compensation due Seller for: (a) the real property to be conveyed, including all fixtures; (b) any and all damages to any residual lands of Seller; (c) Seller's covenants set forth herein; (d) any and all supplemental instruments reasonably necessary to transfer the title of the subject property; and (e) None.

Seller shall be exclusively responsible for all delinquent taxes and assessments, including penalties and interest, and for all other real estate taxes and assessments that are a lien as of the date on which this Agreement closes. The taxes and assessments for the current calendar year shall be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever is earlier in time. Seller shall be responsible for any and all future installments of any special assessments levied and assessed against the real property, whether or not any such special assessment has been certified to the county auditor for collection, provided that such installments of special assessments shall be a lien on the subject real property as of the date of transfer of title. Purchaser may withhold in escrow a sufficient amount of the purchase money to satisfy the foregoing items to be paid by Seller; any balance remaining after such taxes, assessments, etc., are discharged shall be paid to Seller and any deficiency shall be the responsibility of Seller.

2. Estate Sold and Deed to Transfer

Seller, upon fulfillment of all the obligations and terms of this Agreement, shall sell and convey to Purchaser, its successors and assigns, the property which is more particularly

described in Exhibit A attached hereto and by this reference incorporated herein, together with all improvements now located thereon and all fixtures of every nature now attached to or used with said land and improvements including, but not limited to, driveways, signs, utility fixtures, shrubbery and trees.

If the rights, titles and estates described in Exhibit A constitute the fee simple in, to and of the real property, then such sale and conveyance by Seller shall be by a good and sufficient general warranty deed with, if applicable, full release of dower. In the event the rights, titles, and estates described in Exhibit A constitute something less than the fee simple of the real property, then such sale and conveyance by Seller shall be by a good and sufficient deed or other instrument regularly and ordinarily used to transfer such lesser rights, titles and estates with, if applicable, full release of dower.

3. Limited Access Parcels - Waiver of Abutters' Rights

If the property described in Exhibit A is designated by Purchaser as a limited access parcel, then Seller further agrees to release to Purchaser, its successors and assigns, any and all abutters' rights, including access rights, appurtenant to any remaining lands of Seller (from which the property described in Exhibit A is being severed) in, over, on, from and to the property described in Exhibit A.

4. Supplemental Instruments

Seller agrees to execute any and all supplemental instruments or documents necessary to vest Purchaser with the rights, titles and interests described in Exhibit A.

5. Warranty of Title

Seller shall, and hereby does, warrant that the property described in Exhibit A is free and clear from all liens and encumbrances whatsoever, except: (a) easements, restrictions, conditions and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules and regulations; and (d) any and all taxes and assessments not yet due and payable.

6. Elimination of Others' Interests

Seller shall assist, in whatever manner reasonably possible under the circumstances, to procure and deliver to Purchaser releases and cancellations of any and all other rights, titles and interests in the property described in Exhibit A, such as, but not limited to, those belonging to tenants, lessees, mortgagees or others now in possession or otherwise occupying the subject premises, and all assessment claims against said property.

Seller and Purchaser agree that if a mortgagee of Seller or of a predecessor in title fails to cooperate with the efforts to obtain a release of that mortgagee's mortgage lien secured by the property described in Exhibit A, then and in that event this Agreement shall become null and void and the parties to this Agreement shall be discharged and released from any and all obligations created by this Agreement; for the purposes of this provision, the term "fails to cooperate" shall include a demand or request by any such mortgagee for a fee to process such a release of that mortgagee's mortgage lien that Purchaser, in its sole discretion, deems to be excessive.

7. No Change in Character of Property

Seller shall not change the existing character of the land or alter, remove, destroy or change any improvement located on the property described in Exhibit A. If, prior to the date on which possession of the subject property is surrendered to Purchaser, the subject property suffers any damage, change, alteration or destruction then, and without regard to the cause thereof, Seller shall restore the subject property to the condition it was in at the time Seller executed this Agreement; in the alternative, Seller may agree to accept the abovementioned purchase price less the costs associated with such restoration. If the Seller refuses to either restore the premises or accept the decreased consideration as aforementioned, then Purchaser, at its option after discovery or notification of such damage, change, alteration or destruction, may terminate and cancel this Agreement upon written notice to Seller.

8. Offer to Sell

If Seller executes this Agreement prior to Purchaser, then this Agreement shall constitute and be an Offer to Sell by Seller that shall remain open for acceptance by Purchaser for a period of 20 days immediately subsequent to the date on which Seller delivers such executed Agreement to Purchaser. Upon Purchaser's acceptance and execution of this Agreement within said period of 20 days, this Agreement shall constitute and be a valid Contract for Sale and Purchase of Real Property that is binding upon the Parties.

9. Designation of Escrow Agent

Seller agrees that Purchaser may designate an escrow agent to act on behalf of the Parties in connection with the consummation and closing of this Agreement.

10. Closing Date

The consummation and closing of this Agreement shall occur at such time and place as the Parties may agree, but no later than 10 days after Purchaser notifies Seller in writing that

Purchaser is ready to consummate and close this Agreement. Provided, however, in no event shall such consummation and closing occur more than 120 days after the last date on which one of the Parties executes this Agreement.

11. Physical Possession of Structures Occupied by Seller

Seller shall surrender physical possession of the land and improvements to Purchaser not later than the date on which Purchaser tenders the purchase price to Seller.

12. Control of Property Occupied by Seller's Tenant(s)

Control of property occupied by Seller's tenant(s) shall be assumed by Purchaser on the date Purchaser tenders the purchase price to Seller. From that date forward, Purchaser shall be entitled to collect and retain as its own funds any and all rental payments thereafter made by such tenant(s). If any rents due under the lease(s) with Seller have been prepaid by Seller's tenant(s), then said prepaid rents shall be prorated to the date on which the purchase price is tendered by Purchaser, and said prepaid rents shall be paid to Seller and Purchaser in accordance with such proration.

13. Binding Agreement

Any and all of the terms, conditions and provisions of this Agreement shall be binding upon and shall inure to the benefit of Seller and Purchaser and their respective heirs, executors, administrators, successors and assigns.

14. Multiple Originals

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.

15. Entire Agreement

This instrument contains the entire agreement between the Parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatsoever, either express or implied, other than herein set forth, shall be binding upon Seller or Purchaser.

16. Amendments and Modifications

No amendment or modification of this Agreement shall be valid or binding upon the Parties unless it is made in writing, cites this Agreement and is signed by Seller and Purchaser.

IN WITNESS WHEREOF, the parties hereto, namely the City of Twinsburg, Ohio and Greater Cleveland Regional Transit Authority have executed this Agreement on the date(s) indicated immediately below their respective signatures.

GREATER CLEVELAND REGIONAL TRANSIT
AUTHORITY

By: _____

Date: _____

City of Twinsburg, Ohio

Sam Scaffide
Mayor

Date:

EXHIBIT A

Page 1 of 3

RX 251 WDV

Rev. 05/09

Ver. Date 10/16/24

S.O.

PID 113165

**PARCEL 2-WDV
SUM-RAVENNA/SHEPARD/BROADWAY
ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE
IN THE FOLLOWING DESCRIBED PROPERTY
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS
IN THE NAME AND FOR THE USE OF THE
VILLAGE OF OAKWOOD, CUYAHOGA COUNTY, OHIO**

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of the premises follows]

Situated in the Village of Oakwood, County of Cuyahoga, State of Ohio and known as being a part of Original Bedford Township Lot No. 100 and being a **0.0003 acres (11 sq.ft.) WARRANTY DEED PARCEL 2-WDV for pavement widening construction and walk construction**, located within a 0.4958 acres (auditor) parcel of land as conveyed to Greater Cleveland Regional Transit Authority by deed dated October 11, 1995 as recorded in Volume 95-08676, Page 42, (PP #795-36-028) of Cuyahoga County Deed Records and being a parcel of land lying on the right side of the centerline of right-of-way, being the Southwesterly sideline of Broadway Avenue (66 feet wide) and further bounded and described as follows;

Beginning at a 5/8" iron pin in a monument box at the intersection of a Southerly line of Cuyahoga County and the centerline of Broadway Avenue (66 feet wide) at Station 16+97.66 and being the **Place of Beginning** of the premises herein intended to be described;

Thence **North 43 degrees 30 minutes 41 seconds West**, along said centerline of Broadview Avenue, a distance of **275.86 feet** to a point at Station 14+21.80 of said centerline of right-of-way of Broadway Avenue;

Thence **North 89 degrees 18 minutes 05 seconds West**, along the Northwesterly line of land as conveyed to Cleveland Electric Illuminating Company, an Ohio Corporation (C.E.I.) by deed of record in Volume 12745, Page 245 (PP #795-36-005), a distance of **46.04 feet** to a 5/8" x 30" iron pin set (capped "D.F. Sheehy, S-7849") on the existing Southwesterly right-of-way line of said Broadway Avenue at 33.00 feet right of Station 13+89.69 of said centerline of right-of-way of Broadway Avenue and being the **Principal Place of Beginning** of the premises herein intended to be described;

EXHIBIT A

Page 2 of 3

RX 251 WDV

Rev. 05/09

- Course I** Thence **North 89 degrees 18 minutes 05 seconds West**, continuing along said Northwesterly line, a distance of **6.64 feet** to a point at 37.76 feet right of Station 13+85.06 of said centerline of right-of-way of Broadway Avenue (witnessed by a 5/8" x 30" iron pin set (capped "D.F. Sheehy, S-7849") at 38.00 feet right of Station 13+85.06 of said centerline of right-of-way of Broadway Avenue);
- Course II** Thence **North 46 degrees 29 minutes 32 seconds East**, a distance of **4.76 feet** to a 5/8" x 30" iron pin set (capped "D.F. Sheehy, S-7849") on the existing Southwesterly right-of-way line of said Broadway Avenue at 33.00 feet right of Station 13+60.57 of said centerline of right-of-way of Broadway Avenue;
- Course III** Thence **South 43 degrees 30 minutes 41 seconds East**, along the Southwesterly right-of-way line of said Broadway Avenue, a distance of **4.63 feet** to the **Principal Place of Beginning** and containing **0.0003 acres (11 sq.ft.)** of land, more or less which is part of Cuyahoga County Auditor's Permanent Parcel # 795-36-028.

Basis of Bearing for this legal description is the centerline of Richmond Road (60 feet wide) as evidenced by monuments found and is the same as calculated and reproduced based on the Ohio Plane Coordinate System, NAD 83, North Zone by ties to the O.D.O.T. V.R.S. Network.

The stations referred to herein are from the centerline of right-of-way of Broadway Avenue (66 feet wide) in the Village of Oakwood, Cuyahoga County, Ohio, as shown on the Centerline Plat (Sheet 2) of the "Right-of-Way Plans for SUM-RAVENNA/SHEPARD/BROADWAY" as recorded in AFN _____ of Cuyahoga County Map Records as prepared by Chagrin Valley Engineering, Ltd. in 2023;

EXHIBIT A

RX 251 WDV

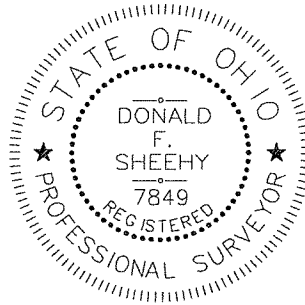
This description was prepared under the supervision of and reviewed by Donald F. Sheehy, P.S. #7849 from surveys made under the supervision of Donald F. Sheehy, P.S. #7849 for Chagrin Valley Engineering, Ltd. in conjunction with "Right-of-Way Plans for SUM-RAVENNA/SHEPARD/BROADWAY" as prepared by Chagrin Valley Engineering, Ltd. in 2023 for the City of Macedonia.

October 16, 2024

Date:



Donald F. Sheehy, P.S. #7849



ATTACHMENT C

ODOT LPA RE 802
Rev. 04/2021

WV
LPA2 Pmt. By LPA1

WARRANTY DEED

Greater Cleveland Regional Transit Authority, the Grantor(s), in consideration of the sum of \$300.00, to be paid by City of Twinsburg, Ohio, in the name of and for the use of Village of Oakwood, Ohio, the Grantee, does grant, with general warranty covenants, to Grantee, its successors and assigns forever, all right, title and interest in fee simple in the following described real estate:

PARCEL(S): 2-WDV

SUM RAVENNA/SHEPARD/BROADWAY

SEE EXHIBIT A ATTACHED

Cuyahoga County Current Tax Parcel No. 795-36-005

Prior Instrument Reference: Deed Volume 95-08676, Page 42, Cuyahoga County Recorder's Office.

Grantor(s), for itself and its successors and assigns, covenants with the Grantee, its successors and assigns, that it is the owner(s) of the above parcel(s), in fee simple, and has the right and power to convey the above parcel(s), and that the above parcel(s) are free and clear from all liens and encumbrances, except: (a) easements, restrictions, conditions, and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules, and regulations; and (d) any and all taxes and assessments not yet due and payable; and that Grantor(s) will warrant and defend the above parcel(s) against all claims of all persons.

The property conveyed is being acquired by Grantee for a public purpose, namely the establishment, construction, reconstruction, widening, repair or maintenance of a public road.

IN WITNESS WHEREOF Greater Cleveland Regional Transit Authority by and through _____, the _____ of Greater Cleveland Regional Transit Authority, has hereunto subscribed _____ name on the _____ day of _____, _____.

GREATER CLEVELAND REGIONAL
TRANSIT AUTHORITY

By: _____

STATE OF OHIO, COUNTY OF CUYAHOGA SS:

BE IT REMEMBERED, that on the _____ day of _____, _____, before me the subscriber, a Notary Public in and for said state and county, personally came the above named _____, who acknowledged being the _____ of Greater Cleveland Regional Transit Authority, and who acknowledged the foregoing instrument to be the voluntary act and deed of said Greater Cleveland Regional Transit Authority. No oath or affirmation was administered to _____ with regard to the notarial act.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

NOTARY PUBLIC
My Commission expires: _____

This document was prepared by: City of Twinsburg, Ohio

EXHIBIT A

Page 1 of 3

RX 251 WDV

Rev. 05/09

Ver. Date 10/16/24

S.O.

PID 113165

**PARCEL 2-WDV
SUM-RAVENNA/SHEPARD/BROADWAY
ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE
IN THE FOLLOWING DESCRIBED PROPERTY
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS
IN THE NAME AND FOR THE USE OF THE
VILLAGE OF OAKWOOD, CUYAHOGA COUNTY, OHIO**

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of the premises follows]

Situated in the Village of Oakwood, County of Cuyahoga, State of Ohio and known as being a part of Original Bedford Township Lot No. 100 and being a **0.0003 acres (11 sq.ft.) WARRANTY DEED PARCEL 2-WDV for pavement widening construction and walk construction**, located within a 0.4958 acres (auditor) parcel of land as conveyed to Greater Cleveland Regional Transit Authority by deed dated October 11, 1995 as recorded in Volume 95-08676, Page 42, (PP #795-36-028) of Cuyahoga County Deed Records and being a parcel of land lying on the right side of the centerline of right-of-way, being the Southwesterly sideline of Broadway Avenue (66 feet wide) and further bounded and described as follows;

Beginning at a 5/8" iron pin in a monument box at the intersection of a Southerly line of Cuyahoga County and the centerline of Broadway Avenue (66 feet wide) at Station 16+97.66 and being the **Place of Beginning** of the premises herein intended to be described;

Thence **North 43 degrees 30 minutes 41 seconds West**, along said centerline of Broadview Avenue, a distance of **275.86 feet** to a point at Station 14+21.80 of said centerline of right-of-way of Broadway Avenue;

Thence **North 89 degrees 18 minutes 05 seconds West**, along the Northwesterly line of land as conveyed to Cleveland Electric Illuminating Company, an Ohio Corporation (C.E.I.) by deed of record in Volume 12745, Page 245 (PP #795-36-005), a distance of **46.04 feet** to a 5/8" x 30" iron pin set (capped "D.F. Sheehy, S-7849") on the existing Southwesterly right-of-way line of said Broadway Avenue at 33.00 feet right of Station 13+89.69 of said centerline of right-of-way of Broadway Avenue and being the **Principal Place of Beginning** of the premises herein intended to be described;

EXHIBIT A

Page 2 of 3

RX 251 WDV

Rev. 05/09

- Course I** Thence **North 89 degrees 18 minutes 05 seconds West**, continuing along said Northwesterly line, a distance of **6.64 feet** to a point at 37.76 feet right of Station 13+85.06 of said centerline of right-of-way of Broadway Avenue (witnessed by a 5/8" x 30" iron pin set (capped "D.F. Sheehy, S-7849") at 38.00 feet right of Station 13+85.06 of said centerline of right-of-way of Broadway Avenue);
- Course II** Thence **North 46 degrees 29 minutes 32 seconds East**, a distance of **4.76 feet** to a 5/8" x 30" iron pin set (capped "D.F. Sheehy, S-7849") on the existing Southwesterly right-of-way line of said Broadway Avenue at 33.00 feet right of Station 13+60.57 of said centerline of right-of-way of Broadway Avenue;
- Course III** Thence **South 43 degrees 30 minutes 41 seconds East**, along the Southwesterly right-of-way line of said Broadway Avenue, a distance of **4.63 feet** to the **Principal Place of Beginning** and containing **0.0003 acres (11 sq.ft.)** of land, more or less which is part of Cuyahoga County Auditor's Permanent Parcel # 795-36-028.

Basis of Bearing for this legal description is the centerline of Richmond Road (60 feet wide) as evidenced by monuments found and is the same as calculated and reproduced based on the Ohio Plane Coordinate System, NAD 83, North Zone by ties to the O.D.O.T. V.R.S. Network.

The stations referred to herein are from the centerline of right-of-way of Broadway Avenue (66 feet wide) in the Village of Oakwood, Cuyahoga County, Ohio, as shown on the Centerline Plat (Sheet 2) of the "Right-of-Way Plans for SUM-RAVENNA/SHEPARD/BROADWAY" as recorded in AFN _____ of Cuyahoga County Map Records as prepared by Chagrin Valley Engineering, Ltd. in 2023;


EXHIBIT A

RX 251 WDV

This description was prepared under the supervision of and reviewed by Donald F. Sheehy, P.S. #7849 from surveys made under the supervision of Donald F. Sheehy, P.S. #7849 for Chagrin Valley Engineering, Ltd. in conjunction with "Right-of-Way Plans for SUM-RAVENNA/SHEPARD/BROADWAY" as prepared by Chagrin Valley Engineering, Ltd. in 2023 for the City of Macedonia.

October 16, 2024

Date:



Donald F. Sheehy, P.S. #7849

