

RESOLUTION 2019-92

AUTHORIZING THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY TO ENTER INTO A PURCHASE AND SALE AGREEMENT IN THE AMOUNT OF FIVE HUNDRED FIFTY THOUSAND DOLLARS (\$550,000.00) AND AN ADDITIONAL FIFTY THOUSAND DOLLAR (\$50,000.00) CONTRIBUTION FOR PLANNING ADDITIONAL TRANSIT ORIENTED DEVELOPMENT PROJECTS WITH CIVIC PROPERTY DEVELOPMENT LLC, AN OHIO NON-PROFIT LIMITED LIABILITY COMPANY, FOR PROPERTY KNOWN AS CUYAHOGA COUNTY PERMANENT PARCEL NUMBERS 118-11-004, 118-11-005, 118-11-007, 118-11-008, 118-11-009, 118-11-010 AND 118-11-011 AND LOCATED AT 5508-5810 EUCLID AVENUE, CLEVELAND OHIO 44113

WHEREAS, the Greater Cleveland Regional Transit Authority ("GCRTA") is the Owner of record of the land located at 5508-5810 Euclid Avenue in the City of Cleveland, Ohio 44113, which has Permanent Parcel Numbers of 118-11-001, 118-11-005, 118-11-007, 118-11-008, 118-11-009 118-11-010 and 118-11-011 (the "Property"); and

WHEREAS, the Property was purchased by GCRTA in 2005 to construct the HealthLine bus rapid transit system serving the Euclid Avenue Corridor; and

WHEREAS, the Property is vacant land and is not currently used to support the HealthLine; and

WHEREAS, GCRTA has advertised and marketed the Property for sale through a fair and open process since 2010; and

WHEREAS, the Property has been on the GCRTA's list of excess properties with the Federal Transit Administration ("FTA") since 2010; and

WHEREAS, on March 4, 2019, GCRTA received an offer to purchase the Property through Civic Property Development, LLC, an Ohio non-profit limited liability company formed for the purpose of assembly and/or development of land for the benefit of the Greater Cleveland community and neighborhoods; and

WHEREAS, Civic Property Development, LLC. intends to develop a mixed-use retail, office and residential transit oriented development project ("TOD") on the Property; and

WHEREAS, a mixed-use TOD was determined to be the highest and best use for the Property in accordance with current TOD goals and objectives; and

WHEREAS, under the proposed purchase and sale agreement, the GCRTA will decrease its annual holding costs associated with this Property which include, but are not limited to insurance, maintenance, security, landscape expenses, utilities and storm water management fees; and

WHEREAS, Civic Property Development, LLC offered a formal Purchase and Sale Agreement and the Interim CEO, General Manager/Secretary-Treasurer now seeks approval to execute the final agreement; and

WHEREAS, upon the closing the transaction, Civic Property Development, LLC. has agreed to provide to GCRTA a contribution of Fifty Thousand Dollars (\$50,000.00) for use by GCRTA for the planning of additional TOD projects in the City of Cleveland; and

WHEREAS, the sale of the Property is conditioned upon the approval by and concurrence of the Federal Transit Administration.

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

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

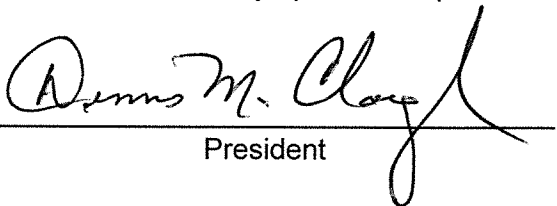
Section 2. That the Interim CEO, General Manager/Secretary-Treasurer is hereby authorized to execute a Purchase and Sale Agreement with Civic Property Development, LLC and to execute all other documents required to sell and transfer the Property.

Section 3. That the purchase price of Five Hundred Fifty Thousand Dollars (\$550,000.00) is the fair market value of the Property as determined by the property appraisal report and approved by a review appraiser.

Section 4. That conditioned upon the closing of the transaction, the Interim CEO, General Manager/Secretary-Treasurer is hereby authorized to accept a contribution from Civic Property Development, LLC. in the amount of Fifty Thousand Dollars (\$50,000.00) for planning future transit oriented development projects in the City of Cleveland.

Section 5. That this resolution shall become effective immediately upon its adoption.

Adopted: August 20, 2019



President

Attest: 

Interim CEO, General Manager/Secretary-Treasurer



Greater Cleveland Regional Transit Authority
STAFF SUMMARY AND COMMENTS

TITLE/DESCRIPTION: CONTRACT: SALE OF PROPERTY AT 5508-5810 EUCLID AVENUE	Resolution No.: 2019-92
PURCHASER: CIVIC PROPERTY DEVELOPMENT, LLC, AN OHIO NON-PROFIT LIMITED LIABILITY COMPANY	Date: August 15, 2019
AMOUNT: SALE: \$550,000.00	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: The sale of property located at 5508-5810 Euclid Avenue, Cleveland, OH 44113. This sale will remove excess real property from GCRTA's property inventory, as required by applicable federal regulations, and promote transit oriented development ("TOD") on vacant land no longer needed for its original purpose.

2.0 DESCRIPTION/JUSTIFICATION: GCRTA acquired the property in 2005 to support the construction of the HealthLine BRT. The land is vacant and has been listed on GCRTA's excess property listing with FTA since 2010. Sale of this property will not adversely affect GCRTA HealthLine operations and will promote a highly desirable mixed use TOD project along the HealthLine.

Civic Property Development, LLC, intends to develop a mixed use project containing high density residential, office and retail uses on these seven parcels totaling 3.2 acres.

A mixed use TOD project was determined to be the highest and best use for this excess property and will promote the TOD and economic development goals of the GCRTA.

On March 4, 2019, GCRTA received a letter of intent indicating intent to purchase and develop the property. With board authorization, GCRTA will execute a purchase and sale agreement with Civic Property Development, LLC, GCRTA determined the fair market value of the property to be Five Hundred Fifty Thousand Dollars (\$550,000.00) by MIA appraisal report and confirmed by review appraisal.

The sale will enhance the operation of the HealthLine.

The proposed sale is contingent upon review and concurrence by the FTA.

3.0 PROCUREMENT BACKGROUND: Does not apply.

4.0 AFFIRMATIVE ACTION/DBE BACKGROUND: Does not apply.

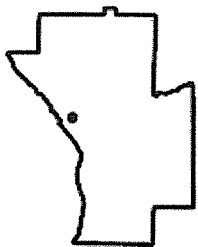
5.0 POLICY IMPACT: The proposed sale of this property is consistent with the Real Estate Policies of the GCRTA.

- 6.0 ECONOMIC IMPACT: The purchase price of Five Hundred Fifty Thousand Dollars (\$550,000.00) is determined to be fair market value for the property and is supported by an appraisal report and confirmed by a review appraisal report. In addition and conditioned upon the closing of this transaction, Civic Property Development, LLC. has agreed to provide a contribution of Fifty Thousand Dollars (\$50,000.00) to GCRTA for the planning of additional transit oriented development projects in the City of Cleveland.
- 7.0 ALTERNATIVES: The GCRTA can refuse to sell the property to Civic Property Development, LLC and continue to maintain the property and market the property for sale.
- 8.0 RECOMMENDATION: Staff recommends the proposed sale of 5508-5810 Euclid Avenue, Cleveland, OH 44113 to Civic Property Development, LLC to support a multi-use TOD project along the HealthLine.
- 9.0 ATTACHMENTS: Location Map
Draft Purchase and Sale Agreement

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



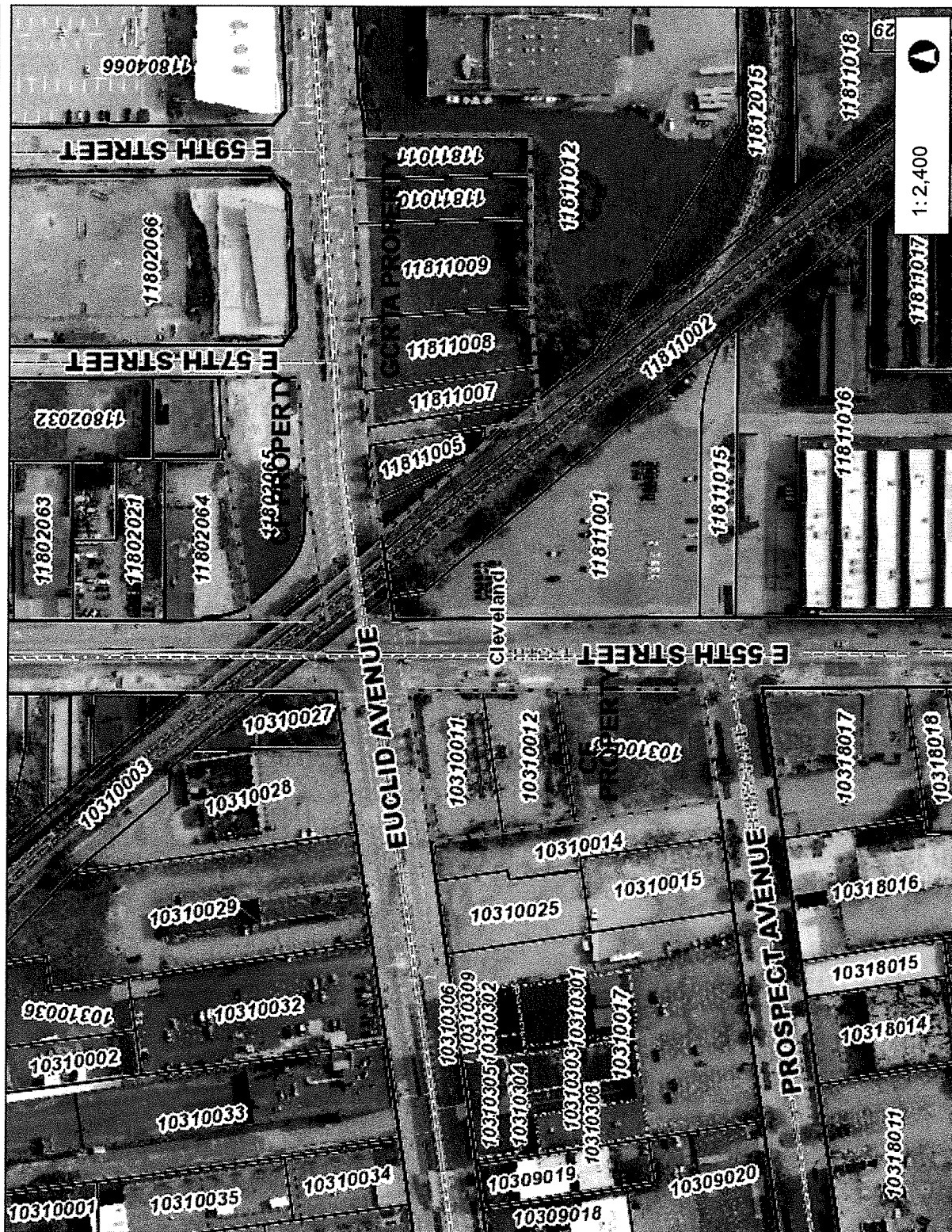
Interim CEO, General Manager/Secretary-Treasurer



Date Created: 8/5/2019

Legend

- ☐ Municipalities
☒ Point Parcels
☐ Air Parcels
☐ Right Of Way
☐ Platted Centerlines
☐ Parcels



400	0	200	400 Feet
400	0	200	400 Feet

Projection: WGS_1984_Web_Mercator_Auxiliary_Sphere

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

—Cuyahoga County—
Enterprise GIS
PUTTING CUYAHOGA COUNTY ON THE MAP

DRAFT

EXECUTION VERSION

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered into between **Civic Property Development LLC**, an Ohio non-profit limited liability company ("Purchaser"), and **The 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 _____, 2019 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 2.47 acres of real property ("Property") comprised of Cuyahoga County permanent parcel numbers 118-11-004, 118-11-005, 118-11-007, 118-11-008, 118-11-009, 118-11-010 and 118-11-011, as outlined on Exhibit B attached hereto and incorporated herein, together with 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 and incorporated herein as Exhibit C.

Purchaser is purchasing:

- a. All of Seller's right, title, and interest in the Property depicted on Exhibit B and legally described on Exhibit C;
- 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-way.

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

Seller acknowledges the purchase of the Property is also subject to approval by Purchaser's Board. If such approval does not occur, this Agreement will terminate and any earnest money paid by Purchaser shall be disbursed to Seller.

ARTICLE 2 – PURCHASE PRICE AND EARNEST MONEY

A. The total purchase price for the Property ("Purchase Price") shall be equal to the greater of (i) the "fair market value" of the Property, determined as provided in this Article 2.A, or (ii) Five Hundred Fifty Thousand and 00/100 Dollars (\$550,000.00). As used herein the term "fair market value" shall mean the purchase price that a willing purchaser would pay, and a willing seller would accept, at arm's length, for the Property, taking into account all relevant factors, as determined by an independent M.A.I. certified commercial real estate appraiser selected by Seller and approved by Purchaser. During the Study Period (as defined in Article 5), Seller shall, at its

cost and expense and pursuant to internal procurement procedures, engage an appraiser to prepare a written appraisal in compliance with the Uniform Standards of Professional Appraisal Practice promulgated by The Appraisal Foundation, and in accordance with the Standards of Valuation Practice and Valuers Code of Professional Ethics of the Appraisal Institute (the "Appraisal"). Seller shall cause the Appraisal to be delivered to Purchaser at least 25 business days prior to the expiration of the Study Period (the "Appraisal Deadline"). If Purchaser disagrees with the opinion of fair market value set forth in the Appraisal, then Purchaser will so notify Seller and the parties shall meet (either in person or via conference call) to attempt to agree on the fair market value of the Property. The parties shall each provide the other with such supporting information and documentation as they deem appropriate to support their valuation positions (e.g., comparable property sales, another appraisal or facts not taken into account by the Appraisal). Such meeting shall occur no later than 10 business days after Purchaser's receipt of the Appraisal but in all events at least 10 business days prior to the expiration of the Study Period. If Seller and Purchaser are unable to reach agreement on the fair market value prior to the expiration of the Study Period, then Purchaser may terminate this Agreement pursuant to the terms of Article 5.B. of this Agreement. If the Appraisal is not delivered to Purchaser on or before the Appraisal Deadline, then the purchase price shall be \$550,000.00.

B. The Purchase Price shall be payable in cash on the Closing Date (as defined in Article 5). On or before the Closing Date, Purchaser shall deposit the Purchase Price in escrow with First American Title Insurance Company, Skylight Office Tower, 1660 West Second Street, Suite 700, Cleveland, Ohio 44113, Attn: Kimberly Campbell, telephone: 216-802-3502, email: kcampbell@firstam.com ("Escrow Agent" and "Title Company").

C. Within three (3) business days of the Effective Date, 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 (as defined in Article 5). In the event Purchaser exercises the Study Period Extension (as defined in Article 5), the Additional Earnest Money (as defined in Article 5) and Earnest Money shall be collectively referred to as "Earnest Money" throughout this Agreement. The Earnest Money shall be deposited into a federally insured interest bearing account, with all interest accruing to Purchaser, unless otherwise provided herein. The Earnest Money shall only be returned to Purchaser if: (1) 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; (4) Purchaser terminates the transaction pursuant to Article 5.B. below, or (5) Seller defaults on its obligations under this Agreement. If this transaction is not consummated for a reason other than those stated above, then the Earnest Money shall be disbursed to 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 mutually agreeable access 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 Purchaser shall repair, to the satisfaction of Seller, any damage to the Property caused by Purchaser's investigation, tests and/or studies.

B. Purchaser hereby indemnifies and holds harmless 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 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) business 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 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 business 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 below)) and marketable title to the Property to Purchaser by limited warranty deed (the "Deed"), subject only to the following "Permitted Exceptions":

- (a) All legal highways;

- (b) Zoning, building and other laws, ordinances, codes and regulations;
- (c) Any matters disclosed on the Survey or in the Commitment that have not been waived by Purchaser pursuant to the terms of this Article 4; and
- (d) Real estate taxes and assessments that are a lien upon the Property, but not yet due and payable.

B. Within ten (10) business 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 Property. Purchaser, at Purchaser's cost, may obtain an ALTA survey ("Survey") prior to the expiration of the Study Period, which shows the location of the Property and all easements, rights of way and other Permitted Exceptions 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) business 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 ("Objections") within said ten (10) business day period, Seller shall then have thirty (30) business 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) business days, then Purchaser, at its option, may either (i) terminate this Agreement within fifteen (15) business days from receipt of Seller's notice such that such Objections have 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 Objections and accept title at Closing with such Objections, 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(s). 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.

D. If there are oil or gas leases affecting the Property ("Oil/Gas Leases"), and Purchaser objects ("Oil/Gas Objections") 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) business days after receipt of Purchaser's Oil/ Gas Objections, then, unless Purchaser waives any Oil/Gas Objections to the status of the Oil/Gas Leases or the parties otherwise agree, Purchaser may terminate this Agreement and (i) all Earnest Money shall be returned to Purchaser; and (ii) neither party shall have any further obligation with respect to this Agreement.

E. From and after the Effective Date, 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 transaction contemplated in this Agreement shall close thirty (30) business days after expiration of the Study Period ("Closing" or "Closing Date"). 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 (as the same may be extended in accordance with the express terms hereof, the "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) the Earnest Money shall be returned to Purchaser, and Purchaser shall pay all escrow and title charges incurred in connection with this Agreement.

C. Purchaser shall have the option to extend the Study Period for one period of thirty (30) business days ("Study Period Extension") for the purpose of completing additional investigation into and evaluation of the Property by (i) providing five (5) business days written notice to Seller; and (ii) depositing with the Escrow Agent an additional Five Thousand and 00/100 Dollars (\$5,000.00) (the "Additional Earnest Money") prior to the end of the Study Period.

D. In the event Purchaser does not elect to terminate this transaction prior to the end of the Study Period (as extended by the Study Period Extension, if applicable), then Purchaser shall be deemed to have waived its right to terminate under Article 5, Section B.

ARTICLE 6 – TAXES AND ASSESSMENTS

As of the Closing Date, 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 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 liens arising from any labor or materials furnished to the Property prior to the Closing Date; and

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, Purchaser acknowledges that:

1. 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; CONTRIBUTION

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, the Title 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 the Title 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. One-half (1/2) of the escrow fees;
2. Any amounts that are required to satisfy any outstanding Liens;
3. Amounts due Purchaser by reason of pro-rations hereunder; and

D. Subject to the terms and conditions of this Agreement, Purchaser shall provide Seller with a contribution in the amount of Fifty Thousand and 00/100 Dollars (\$50,000.00) (the "Contribution"). The Contribution shall be used by Seller for the planning of transit-oriented development projects in the City of Cleveland. The Contribution is conditioned upon and subject to the occurrence of the Closing.

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. 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 party holding the other party harmless, or (ii) to be the procuring cause of this transaction due to any act or authorization of the party holding the other party harmless. 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 ten (10) business days after receipt of written notice thereof, Purchaser may:

1. Declare this Agreement terminated and all Earnest Money shall be returned to Purchaser and thereafter the parties shall be released of all further liability hereunder; or

2. Seek monetary damages in an amount not to exceed Purchaser's actual out-of-pocket expenses exclusive of the Earnest Money, which shall be returned to Purchaser.

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 ten (10) business days after receipt of written notice thereof, then this Agreement shall terminate and the Earnest Money along with accrued interest 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 (i) upon receipt or refusal if delivered personally, (ii) when sent by national overnight courier, (iii) when mailed by registered or certified United States Mail, return receipt requested, postage prepaid, or (iv) when sent via email or 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
Email: _____

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
Email: _____

If to Purchaser:

Civic Property Development LLC
c/o Thompson Hine LLP
3900 Key Center
Cleveland, OH 44114
Attn: Robyn Minter Smyers, Esq.
Email: robyn.smyers@thompsonhine.com

C. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Agreement may be freely assigned by Purchaser without the prior written consent of Seller, and Purchaser shall have the right to designate an entity or entities to take title to different parcels of the Property.

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 Seller until transfer of possession to 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 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.

J. Any public statements or statements to the media by Seller about this Agreement shall require the prior approval of Purchaser.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

DRAFT

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

SELLER:

THE GREATER CLEVELAND REGIONAL
TRANSIT AUTHORITY,
a political subdivision of the State of Ohio

By: _____

Floun'say R. Caver, PhD., Interim CEO, General Manager/Secretary-Treasurer

Date: _____, 2019

APPROVED AS TO LEGAL FORM AND
CORRECTNESS

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

STATE OF _____)
COUNTY OF _____) SS:

BEFORE ME, a Notary Public in and for said County and State, did personally appear the above-named **Greater Cleveland Regional Transit Authority**, a political subdivision of the State of Ohio, by _____, its _____, who acknowledged to me that he/she did sign the foregoing instrument as such officer of said political subdivision and that the same is his free act and deed, and that of said political subdivision.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at _____, _____, this _____ day of _____, 2019.

NOTARY PUBLIC

PURCHASER:

CIVIC PROPERTY DEVELOPMENT LLC,
an Ohio non-profit limited liability company

By: _____
Name: _____
Title: _____

Date: _____, 2019

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, did personally appear the above-named _____, the _____ of CIVIC PROPERTY DEVELOPMENT LLC, an Ohio non-profit limited liability company, who acknowledged to me that he did sign the foregoing instrument as such officer of said company and that the same is his free act and deed, and that of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at _____, _____, this _____ day of _____, 2019.

NOTARY PUBLIC

EXHIBIT A

COPY OF RESOLUTION _____

EXHIBIT B

OUTLINE OF THE PROPERTY



EXHIBIT C

LEGAL DESCRIPTION

Parcel No. 1

Situated in the City of Cleveland, County of Cuyahoga, State of Ohio and known as being part of Original 100 Acre Lot No. 337 and bounded and described as follows:

Beginning on the Southerly line of Euclid Avenue (width varies) at the Northwestern corner of land conveyed to The Voggett Investment Company by deed dated June 24, 1947 and recorded in Volume 6449, Page 490 of Cuyahoga County Records; thence Westerly along the Southerly line of Euclid Avenue, about 60 ft. 1-1/2 in. to the Northeastly corner of land conveyed to The Meriam Investment Company by deed dated September 22, 1947 and recorded in Volume 6424, Page 60 of Cuyahoga County Records; thence Southerly along the Easterly line of land so conveyed to The Meriam Investment Company, about 239.07 ft. to a point distant 100 ft. Northerly by rectangular measurement from the Northerly line of Mechanics Place S.E. (30 ft. wide); thence Easterly parallel with the Northerly line of Mechanics Place (30 ft. wide), about 56 ft. 9-1/4 in. to the Southwestly corner of land conveyed to The Voggett Investment Company as aforesaid; thence Northerly along the Westerly line of land so conveyed to the place of beginning, be the same more or less, but subject to all legal highways.

Parcel No. 2

Situated in the City of Cleveland, County of Cuyahoga, State of Ohio and known as being part of Original 100 Acre Lot No. 337 and bounded and described as follows:

Beginning on the Southerly line of Euclid Avenue (width varies) at the Northeastly corner of land conveyed to C.A. Wood, and others, by deed dated February 23, 1888 and recorded in Volume 430, Page 516 of Cuyahoga County Records; thence Southerly along the Easterly line of land so conveyed to C.A. Wood to the Southerly line of land conveyed to A.S. Parmelee by deed dated September 2, 1879, and recorded in Volume 303, Page 159 of Cuyahoga County Records; thence Easterly along said Southerly line of land so conveyed to A.S. Parmelee to the Southeastly corner thereof; thence Northerly along the Easterly line of land conveyed to A.S. Parmelee, as aforesaid, to the Southerly line of Euclid Avenue; thence Westerly along said Southerly line of Euclid Avenue, about 60 ft. 1 in. to the place of beginning, be the same more or less, but subject to all legal highways.

Parcel No. 3

Situated in the City of Cleveland, County of Cuyahoga, State of Ohio and known as being part of Original 100 Acre Lot No.337, and bounded and described as follows:

Beginning on the Southerly line of Euclid Avenue, (width varies) at a point which is distant 19.60 ft. Easterly, measured along said Southerly line, from its intersection with the Northeasterly line of The Cleveland Pittsburgh Railroad Company's right of way as originally established, 50 ft. wide, said Northeasterly line being also 25 ft. Northeasterly, at right angle measurement, from the centerline as originally located and monumented, said place of beginning being also the most westerly corner of land conveyed to The Abbott Realty Company by deed dated February 18, 1916, and recorded in Volume 1791, Page 106 of Cuyahoga County Records;

Thence Easterly along the Southerly line of Euclid Avenue, 108.76 ft. to an angle therein;

Thence Easterly continuing along said Southerly line, 13.70 ft. to the Northeasterly corner of the first parcel of land conveyed to The Abbott Realty Company by deed dated March 29, 1911, and recorded in Volume 1334, Page 266 of Cuyahoga County Records;

Thence Southerly along the Easterly line of the first parcel of land so conveyed to The Abbott Realty Company, last aforesaid 129.51 ft. to the Southeasterly corner thereof;

Thence Westerly along the Southerly line of the first parcel of land so conveyed 0.16 ft. to the Easterly line of land conveyed to The Abbott Realty Company by deed dated November 14, 1910, and recorded in Volume 1326, Page 1 of Cuyahoga County Records;

Thence Southerly along the Easterly line of land so conveyed to The Abbott Realty Company, last aforesaid, which is also the Westerly line of a private drive known as Train Street, 25 ft. wide, 28.32 ft. to a Northeasterly corner of the first parcel of land conveyed to The Cleveland and Pittsburgh Railroad Company by deed dated March 29, 1911, and recorded in Volume 1299, Page 327 of Cuyahoga County Records;

Thence Westerly along a Northerly line of the first parcel of land so conveyed to The Cleveland and Pittsburgh Railroad Company, 20.68 ft. to an inner corner thereof;

Thence Northwesterly along the Northeasterly line of the first parcel of land so conveyed to The Cleveland and Pittsburgh Railroad Company, 3.88 ft. to the most Southerly corner of land conveyed to The Abbott Realty Company, first aforesaid;

Thence Northwesterly along the Southwesterly line of land so conveyed to The Abbott Realty Company, first aforesaid, 185.57 ft. to the place of beginning, be the same more or less, but subject to all legal highways.

Parcel No. 4

Situated in the City of Cleveland, County of Cuyahoga, State of Ohio and known as being part of Original 100 Acre Lot No.337, and bounded and described as follows:

Beginning on the Southerly line of Euclid Avenue, 80 ft. wide, at a point which is distant 142.06 ft. Easterly, measured along said Southerly line, from its intersection with the Northeasterly line of The Cleveland and Pittsburgh Railroad Company's right-of-way, as originally established 50 ft. wide, said Northeasterly line being also 25 ft. Northeasterly, at right angle measurement, from the centerline as originally located and monumented, said place of beginning being also the Northeasterly corner of the first parcel of land conveyed to The Abbott Realty Company by deed dated March 29, 1911, and recorded in Volume 1334, Page 266 of Cuyahoga County Records;

Thence Easterly along the Southerly line of Euclid Avenue 24.87 ft. to the Northwesterly corner of the second parcel of land conveyed to The Abbott Realty Company, as aforesaid;

Thence Southerly along the Westerly line of the second parcel of land so conveyed to The Abbott Realty Company 137.03 ft. to an angle therein;

Thence Southerly along the Westerly line of said second parcel, 75 ft. to the Southwesterly corner thereof;

Thence Easterly along the Southerly line of the second parcel conveyed to The Abbott Realty Company, 1.71 ft. to the Westerly line of land conveyed to The Abbott Realty Company by deed dated November 9, 1910, and recorded in Volume 1310, Page 328 of Cuyahoga County Records;

Thence Southerly along the Westerly line of land so conveyed to The Abbott Realty Company, last aforesaid, which is also the Easterly line of a private drive known as Train Street, 25 ft. wide, 21.19 ft. to the most Westerly corner of the second parcel of land conveyed to The Cleveland and Pittsburgh Railroad Company by deed dated March 29, 1911, and recorded in Volume 1299, Page 327 of Cuyahoga County Records;

Thence Westerly along the Westerly prolongation of the Northerly line of the second parcel of land so conveyed to The Cleveland and Pittsburgh Railroad Company about 25.14 ft. to the Easterly line of the first parcel of land conveyed to The Cleveland and Pittsburgh Railroad Company, as aforesaid;

Thence Northerly along the Easterly line of the first parcel of land so conveyed to The Cleveland and Pittsburgh Railroad Company and along the Easterly line, of land conveyed to The Abbott Realty Company by deed dated November 14, 1910, and recorded in Volume 1326, Page 1 of Cuyahoga County Records, which is also the Westerly line of said private drive known as Train Street to the Southwesterly corner of the first parcel of land conveyed to The Abbott Realty Company, first aforesaid;

Thence Easterly along the Southerly line of the first parcel of land so conveyed to The Abbott Realty Company, first aforesaid, 0.16 ft. to the Southeasterly corner thereof;

Thence Northerly along the Easterly line of the first parcel of land so conveyed to The Abbott Realty Company, first aforesaid, 129.51 ft. to the place of beginning, be the same more or less, but subject to all legal highways.

Parcel No. 5

Situated in the City of Cleveland, County of Cuyahoga, State of Ohio and known as being part of Original 100 Acre Lot No.337, and bounded and described as follows:

Beginning on the Southerly line of Euclid Avenue, 80 ft. wide, at a point which is distant 166.93 ft. Easterly, measured along said Southerly line, from its intersection with the Northeasterly line of The Cleveland and Pittsburgh Railroad Company's right-of-way as originally established 50 ft. wide, said Northeasterly line being also 25 ft. Northeasterly, at right angle measurement, from the centerline as originally located and monumented, said place of beginning being also the Northwesterly corner of the second parcel of land conveyed to The Abbott Realty Company by deed dated March 29, 1911, and recorded in Volume 1334, Page 266 of Cuyahoga County Records;

Thence Easterly along the Southerly line of Euclid Avenue, 50.16 ft. to the Northwesterly corner of land conveyed to The Guardian Trust Company by deed dated January 13, 1926, and recorded in Volume 3351, Page 166 of Cuyahoga County Records;

Thence Southerly along the Westerly line of land so conveyed to The Guardian Trust Company, 232.70 ft. to the Northerly line of the second parcel of land conveyed to The Cleveland and Pittsburgh Railroad Company by deed dated March 29, 1911, and recorded in Volume 1299, Page 327 of Cuyahoga County Records;

Thence Westerly along the Northerly line of the second parcel of land so conveyed to The Cleveland and Pittsburgh Railroad Company, 48.25 ft. to the Southwesterly corner of land conveyed to The Abbott Realty Company by deed dated November 9, 1910, and recorded in Volume 1310, Page 328 of Cuyahoga County Records;

Thence Northerly along the Westerly line of land so conveyed to The Abbott Realty Company, last aforesaid, which is also the Easterly line of the private drive known as Train Street, 25 ft. wide, 21.19 ft. to the Southeasterly corner of land conveyed to The Abbott Realty Company, first aforesaid;

Thence Westerly along the Southerly line of the second parcel of land so conveyed to The Abbott Realty Company, first aforesaid, 1.71 ft. to the Southwesterly corner thereof;

Thence Northerly along the Westerly line of the second parcel of land so conveyed to The Abbott Realty Company, 75 ft. to an angle therein;

Thence Northerly continuing along the Westerly line of said second parcel, 137.03 ft. to the place of beginning, be the same more or less, but subject to all legal highways.

Parcel No. 6

Situated in the City of Cleveland, County of Cuyahoga, State of Ohio and known as being part of Original 100 Acre Lot No.337 and bounded and described as follows:

Commencing at a stake set in a line which lies 20 ft. distant Southerly from and parallel with the curbstone on the Southerly side of Euclid Avenue, as located in November, 1874, which stake is distant 216 ft. 10-1/2 inches Easterly from the point of intersection of this line with the Easterly line of the right of way of the Cleveland Painesville Railroad as deeded by J.P. Walworth by deed recorded in Volume 67, Page 88 of Cuyahoga County Records;

Thence from said stake Easterly along the line running parallel to said curbstone and 20 ft. distant therefrom 100 ft. to a stake;

Thence at right angles Southerly 231 ft. to a stake from which the stone set at the angle in the East line of Train Street, so-called, bears South 86° 21-1/2' West, distant 130 ft. 4 inches;

Thence South 86° 21-1/2' West, 81 ft. 10 inches to a stake;

Thence Northerly in a direct line to the place of beginning.

Parcel No. 7

Situated in the City of Cleveland, County of Cuyahoga, State of Ohio and known as being part of Original 100 Lot No.337 and bounded and described as follows:

Beginning in the Southerly line of Euclid Avenue, at its point of intersection with the Westerly line of the second parcel of land described in the deed from W. C. Younglove and wife to J. E. Ingersoll, dated July 29, 1873 and recorded in Volume 220, Page 184 of Cuyahoga County Records;

Thence Southerly along the Westerly line of second parcel 239-67/100 ft. to the Southwesterly corner thereof;

Thence North 88° 18' West, 122-52/100 ft. to a stone at the Southeasterly corner of land conveyed by Moses C. Younglove and wife to Dwight J. King, by deed dated November 5, 1874 and recorded in Volume 237, Page 302 of Cuyahoga County Records;

Thence Northerly along the Easterly line of land so conveyed to Dwight J. King, about 231 ft. to the Southerly line of Euclid Avenue;

Thence Easterly along said Southerly line of Euclid Avenue about 129 ft. 5/12 of an inch to the place of beginning, be the same more or less, but subject to all legal highways.