

RESOLUTION 2019-121

AUTHORIZING THE GENERAL MANAGER, CHIEF EXECUTIVE OFFICER TO ACCEPT THE ASSIGNMENT OF AN EASEMENT FOR THE PURPOSE OF INSTALLING A BUS SHELTER AND RELATED AMENITIES TO IMPLEMENT THE EAST 105<sup>TH</sup> STREET OPPORTUNITY CORRIDOR TRANSIT WAITING ENVIRONMENT PROJECT ON CITY OF CLEVELAND PROPERTY

WHEREAS, the Greater Cleveland Regional Transit Authority ("Authority") Board adopted Resolution No. 2014-73 on August 19, 2014 authorizing an interagency agreement ("Interagency Agreement") with the Ohio Department of Transportation ("ODOT") for Section 1 of the Opportunity Corridor Project ("Project"); and

WHEREAS, the Interagency Agreement provided that ODOT would reimburse the Authority up to \$420,000.00 to construct enhanced bus shelters and transit waiting environments on E. 105<sup>th</sup> Street for the Project area for Section 1 of the Opportunity Corridor Project; and

WHEREAS, ODOT has agreed to include the area required for the construction of the bus shelters and amenities in the proposed right-of-way limits for the Project; and

WHEREAS, ODOT has acquired an easement from the City of Cleveland over City of Cleveland property known as Permanent Parcel Number 121-18-015; and

WHEREAS, the easement will provide sufficient space for the installation of a bus shelter and transit waiting environment; and

WHEREAS, ODOT now proposes to assign the easement to the Authority.

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

Section 1. That the General Manager, Chief Executive Officer is hereby authorized to accept the assignment of an easement from the Ohio Department of Transportation ("ODOT") for the purpose of installing a bus shelter and related amenities in order to implement the East 105th Street Opportunity Corridor Transit Waiting Environment Project ("E 105 OC TWE") on City of Cleveland property known as Permanent Parcel Number 121-18-015 located at the southwest corner of the intersection of E. 105<sup>th</sup> and Cedar Avenue.

Section 2. That the General Manager, Chief Executive Officer is hereby authorized to execute all documents required to accept the assignment by ODOT of the easement from the City of Cleveland.

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

Adopted: December 17, 2019

  
President

Attest:   
Interim Secretary-Treasurer



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

<b>TITLE/DESCRIPTION:</b> <b>EASEMENT:</b> ACCEPTANCE OF EASEMENT OVER PPN 121-18-015 FOR THE E 105 <sup>th</sup> STREET OPPORTUNITY CORRIDOR TRANSIT WAITING ENVIRONMENT PROJECT  <b>GRANTOR:</b> CITY OF CLEVELAND  <b>ASSIGNOR:</b> ODOT  <b>AMOUNT:</b> \$0	<b>Resolution No.:</b> 2019-121
	<b>Date:</b> December 12, 2019
	<b>Initiator:</b> Programming and Planning
<b>ACTION REQUEST:</b> <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review/Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other _____	

- 1.0 **PURPOSE/SCOPE:** The resolution seeks Board approval to accept the assignment of an easement for the purpose of installing a bus shelter and related amenities in order to implement the E 105<sup>th</sup> Street Opportunity Corridor Transit Waiting Environment Project ("E 105 OC TWE") on City of Cleveland property known as PPN 121-18-015 located at the southwest corner of the intersection of E 105<sup>th</sup> Street and Cedar Avenue.
- 2.0 **DESCRIPTION/JUSTIFICATION:** In August 2014, the Authority and the Ohio Department of Transportation ("ODOT") entered into an Interagency Agreement for Section 1 of the Opportunity Corridor Project ("Interagency Agreement") to coordinate the installation of bus shelters and amenities in connection with the development of the Opportunity Corridor. E 105 OC TWE implements this Interagency Agreement. Easements are needed where the planned enhanced transit waiting environments will not fit within the E 105<sup>th</sup> Street right-of-way. Per the Interagency Agreement, ODOT acquired the easement from the City of Cleveland for the sum of \$13,360 and now proposes to assign it to the Authority.
- 3.0 **PROCUREMENT BACKGROUND:** Does not apply.
- 4.0 **DBE/AFFIRMATIVE ACTION BACKGROUND:** Does not apply.
- 5.0 **POLICY IMPACT:** The Authority's Real Estate Policies specify that the Board of Trustees must approve acceptance of any permanent easement with a value equal to or in excess of \$2,500.00. The easement described herein is an easement under Chapter 470 of GCRTA's Codified Rules and Regulations.
- 6.0 **ECONOMIC IMPACT:** The easement is being assigned to GCRTA at no cost.
- 7.0 **ALTERNATIVES:** The Authority could refuse to accept the easement, which would leave the Authority without permission to locate its facilities on this parcel.
- 8.0 **RECOMMENDATION:** Staff recommends the Board of Trustees approve the resolution to authorize the Authority to accept ODOT's assignment of the Easement from the City of Cleveland.

- 9.0 ATTACHMENTS: A. Executed easement from the City of Cleveland to ODOT
- B. Proposed Assignment from ODOT to GCRTA
- C. Location Map

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



---

General Manager, Chief Executive Officer



ATTACHMENT A -  
Executed Easement

TRANSFER NOT REQUIRED

DEC - 3 2019

CUYAHOGA COUNTY  
OFFICE OF FISCAL OFFICER - 10  
DEEA 12/3/2019 2:41:17 PM  
**201912030427**

CUYAHOGA COUNTY FISCAL OFFICE

ODOT RE 209  
Rev. 10/2017

EVS  
LPA Pmt. By State

EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT:

This Easement is granted by the **City of Cleveland**, a municipal corporation and political subdivision duly organized and validly existing under the Constitution and laws of the State of Ohio to the **State of Ohio, Department of Transportation**. The **State of Ohio, Department of Transportation** and the **City of Cleveland** are referred to collectively in this Easement as ["Parties."]

RECITALS:

- A. On **September 22, 2014**, the Council of the City of Cleveland passed **Ordinance No. 726-14**, authorizing its Director of Community Development and the Commissioner of Purchases and Supplies for the City of Cleveland to enter into an agreement for a permanent easement ("Easement") to occupy and use certain property for the purpose of installing, using, maintaining, replacing and removing a bus shelter and related amenities for bus passengers and incidental uses related to such purpose as part of the Opportunity Corridor.
- B. **Resolution No. 317-18** adopted August 22, 2018, as amended by Resolution **190-19** adopted May 8, 2019, by the Board of Control of the City of Cleveland authorizes the Director of Community Development and the Commissioner of Purchases and Supplies to execute a permanent easement interest in property found and determined not to be needed for the City of Cleveland's public use.
- C. **Whereas**, the City of Cleveland's Director of Capital Projects, under the authority of Ordinance No. 726-14, consents to the State of Ohio, Department of Transportation's granting of an easement in the property that is the subject of this Easement to the Greater Cleveland Regional Transit Authority for the purpose of installing, using, maintaining, replacing and removing a bus shelter and related amenities for bus passengers and incidental uses related to such purpose as part of the Opportunity Corridor.

Now therefore, the City of Cleveland, the Grantor, in consideration of the sum of 13,360.00, which amount shall be credited to the City of Cleveland's required share of the project construction costs of the Opportunity Corridor, , does hereby grant, convey and release to the State of Ohio, Department of Transportation, the Grantee, its successors and assigns forever, a permanent easement ("Easement Area") to exclusively occupy for the purpose of installing, using, maintaining, replacing and removing a bus shelter and related amenities for bus passengers and incidental uses related to such purpose as part of the Opportunity Corridor, which Easement Area is more particularly described in Exhibit A within the following described real estate:

PARCEL(S): 1062 SHV

CUY-10-21.49

SEE EXHIBIT "A" ATTACHED

Cuyahoga County Current Tax Parcel No. 121-18-015

Prior Instrument Reference: Instrument No. 201107120100, 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 true and lawful owner in fee simple of the Easement Area, and has the right and power to convey the Easement Area and that the Easement Area is 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 Easement Area against all claims of all persons.

The Easement Area conveyed to Grantee is being acquired for one of the statutory purposes for which the Director of Transportation may acquire property under Title LV of the Revised Code, such as, but not limited to, those purposes enumerated in Sections 5501.31 and 5519.01 of the Revised Code.

Use of Easement Area by Grantor. Notwithstanding the above, the Grantor hereby reserves the right to enter and use the property within the limits of the above described Easement Area for purposes which are not expressly prohibited by, and are not inconsistent with, this Easement and the rights herein granted.

This conveyance is made, notwithstanding the fact that valuable consideration has been paid, upon the express condition subsequent that Grantee shall not use, or permit the use of, the Easement Area or any structure erected or to be erected thereon, for billboards or other outdoor advertising devices other than identification signs.

Ownership and Maintenance. Grantee shall be and shall remain responsible for the improvements installed by Grantee within the Easement Area; provided, however, that it is expressly agreed that this Easement is a grant of an easement only and that fee simple title to the Easement Area shall and does remain in Grantor.

Grantee shall at all times keep and maintain the improvements installed by Grantee within the Easement Area in a safe and sound condition and in compliance with all applicable laws, ordinances, rules and regulations and shall maintain, repair, replace or remove the improvements, as it, in its sole discretion, deems necessary.

Repair of Damage. See "Liability" section below.

Assignment. Grantee may not assign its interest in and its rights and obligations under this Easement to any third party without the prior written consent of the Grantor, City of Cleveland through its Director of Capital Projects. The City of Cleveland's Director of Capital Projects hereby consents to the State of Ohio, Department of Transportation's granting of an easement to the Greater Cleveland Regional Transit Authority for the purpose of installing, using, maintaining, replacing and removing a bus shelter and related amenities for bus passengers and incidental uses related to such purpose as part of the Opportunity Corridor, subject to the terms of this Easement. This Easement and the State of Ohio, Department of Transportation's easement to the Greater Cleveland Regional Transit Authority shall be recorded with the Cuyahoga County Fiscal Officer.

Insurance. Grantee shall provide evidence of reasonable insurance for its contractors during installation, maintenance, replacement or removal of the bus shelter and related amenities. Grantee shall require any contractor performing any of the work described herein to provide liability insurance, covering bodily injury (including loss of life) and property damage, in such amounts and in such form as is typically required by Grantee for the installation, maintenance, replacement or removal of a bus shelter and related amenities. Grantor must be named as an additional insured on such insurance policies. Additional insured status shall be limited to the extent of contractor's use of the Easement Area. The insurance required by this Easement shall be primary as to any other insurance or re-insurance covering Grantor, and such other insurance or re-insurance shall not be required to contribute to any liability until the appropriate limit of liability afforded by the insurance obtained by the contractor is exhausted.

Contractors: Contractors hired by Grantee to install, maintain, replace or remove a bus shelter and related amenities are expressly permitted by the City of Cleveland's Director of Community Development to enter the Easement Area as Grantee's agents for the purposes stated herein.

Liability. The liability of the Grantor, the Grantee and the Greater Cleveland Regional Transit Authority is governed by the provisions of Ohio Revised Code Chapter 2744 and other laws of Ohio. In accordance with those laws, Grantee shall be liable to Grantor for Grantee's own



negligent use of the Easement Area that results in damage, liability or expense caused to the Easement Area by Grantee's own negligence. Grantor agrees that the Grantee shall not be liable to it for normal wear and tear caused to the Easement Area as a result of the Grantee's use thereof. Grantor shall be liable to Grantee for Grantor's own negligent use of the premises that may result in damage, liability or expense caused to the bus shelter and related amenities by Grantor's negligence. With respect to injury to third parties, Grantor and Grantee shall each bear the cost of its own negligence and neither party shall indemnify the other.

Persons Bound. All of the terms and conditions contained in this Easement shall be covenants running with the land. This Easement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, and the terms "Grantor" and "Grantee" shall include their respective successors and assigns.

Modification. This Easement may not be altered, amended, modified or revoked except by a writing executed by Grantor and Grantee.

No Waiver. The failure of a party to insist on strict performance of any, or all of, the terms of this Easement, or to exercise any right or remedy under this Easement, shall not constitute a waiver or relinquishment of any nature regarding such right or remedy or any other right or remedy. No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the party giving such waiver, and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

Severability. If any provision of this Easement is held invalid as a result of its conflict with federal, state or local law, regulation, or other requirements, statutory or administrative, the remainder of this Easement shall not be affected thereby if such remainder would then continue to conform to the requirements of applicable law.

Governing Law. This Easement, and all amendments hereof, shall be governed by and construed in accordance with the laws of the State of Ohio.

Titles and Headings. Titles and headings to articles, sections or paragraphs herein are inserted merely for convenience of reference and are not intended to be part of or affect the meaning or interpretation of this Easement.

Entire Agreement. This Easement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, written or oral, with respect hereto.

CITY OF CLEVELAND

Date: 11/20/19

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at  
Cleveland, Ohio this 20<sup>th</sup> day of November, 2019.



NOTARY PUBLIC

My Commission Expires: 28<sup>th</sup> June 2022

Date: 12/2/2017



STATE OF OHIO )  
 )  
COUNTY OF CUYAHOGA ) SS:

Before me a Notary Public in and for said County and State, personally appeared the CITY OF CLEVELAND by Tiffany White Johnson, Commissioner of Purchases and Supplies, who acknowledged that she did sign the foregoing instrument, and that said signing was her free act and deed as said Commissioner of Purchases and Supplies, and the free act and deed of the City of Cleveland.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio this 2nd day of December 2019.



SUSANNE M. DEGENNARO  
Attorney At Law  
NOTARY PUBLIC  
STATE OF OHIO  
My Commission Has  
No Expiration Date  
Section 147.03 O.R.C.

NOTARY PUBLIC

My Commission Expires: n/a

By: Matthew Spronz  
Matthew Spronz  
Director of Capital Projects

Date: November 18, 2019

STATE OF OHIO )  
 )  
COUNTY OF CUYAHOGA ) SS:

Before me, a Notary Public in and for said County and State, personally appeared the CITY OF CLEVELAND by Matthew Spronz, Director of Capital Projects, who acknowledged that he did sign the foregoing instrument, and that said signing was his free act and deed as said Director of Capital Projects, and the free act and deed of the City of Cleveland.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio this 19 day of November, 2019.



Erika D. Reynolds  
Notary Public - State of Ohio  
Recorded in Cuyahoga County  
My Commission Expires  
28th of June 2022

NOTARY PUBLIC

My Commission Expires: 28th of June 2022

The State of Ohio, Department of Transportation, by and through its Director  
\_\_\_\_\_, does hereby accept the within easement and all the terms and conditions thereof this \_\_\_\_  
13 day of November, 2019.

STATE OF OHIO, DEPARTMENT OF TRANSPORTATION

By: JACK Marchbanks /MS

This instrument prepared by  
Keith D. Scheurman, Jr.  
Assistant Director of Law  
City of Cleveland  
Room 106 – City Hall  
601 Lakeside Avenue  
Cleveland, Ohio 44114

OK 2JE  
8-9-18

**EXHIBIT A**

RX 271 SHV

Page 1 of 3

Rev. 06/09

Ver. Date 1/26/2018

PID 96832

**PARCEL 1062-SHV  
CUY-10-21.49  
PERPETUAL EASEMENT FOR HIGHWAY PURPOSES  
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS  
IN THE NAME AND FOR THE USE OF THE  
CITY OF CLEVELAND, CUYAHOGA COUNTY, OHIO**

An exclusive perpetual easement for public highway and road purposes, including, but not limited to any utility construction, relocation and/or utility maintenance work deemed appropriate by the City Of Cleveland, Cuyahoga County, Ohio, its successors and assigns forever.

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]

Situate in the State of Ohio, County of Cuyahoga, City of Cleveland and being located in Original One Hundred Acre Lot No. 409, Township 7, Range 12 of The Connecticut Western Reserve and being part of lot numbered 78 of W.H. Doan's Subdivision as recorded in Plat Book 12, Page 23 of the Cuyahoga County Records. The herein described parcel lies on the left side of existing E. 105th Street. All stations and offsets are based on the Right-of-Way plans prepared by Burgess & Niple for the Ohio Department of Transportation as shown on the centerline plat for CUY-10-21.49, as recorded in Plat Book 376, Pages 30 - 33 of the Cuyahoga County Records. Being part of lands conveyed to the Grantor "CITY OF CLEVELAND LAND REUTILIZATION PROGRAM" (hereafter referred to as Grantor) as described in AFN #201107120100 also of the Cuyahoga County Records and being more particularly described as follows:

**COMMENCING** at an Iron Pin Found with a 2" aluminum cap stamped "ODOT RW, PS NO. 7664, BURGESS & NIPLE" on the West Right of Way line of E. 105<sup>th</sup> Street (Width Varies) as dedicated in City of Cleveland Agreement Records Volume 1, Page 148, the East line of lands conveyed to The Cleveland Clinic Foundation, an Ohio nonprofit corporation as described in AFN #201708100652, and the South corner of Parcel 1062-WD as shown on the CUY-10-21.49 Right of Way Plans at 25.00 feet Left of the existing centerline of E. 105<sup>th</sup> Street at station 30+57.61;



**EXHIBIT A**

RX 271 SHV

Page 2 of 3

Rev. 06/09

**THENCE** with the West Right of Way line of E. 105<sup>th</sup> Street, **South 00 Degrees 44 Minutes 23 Seconds East**, for a distance of **71.64 feet** to the Grantor's Northeast corner and the Clinic's Southeast corner at 25.00 feet Left of the existing centerline of E. 105<sup>th</sup> Street at station 29+85.97 to the **TRUE POINT OF BEGINNING** of the herein described parcel;

**THENCE** continuing with the West Right of Way line of E. 105<sup>th</sup> Street, **South 00 Degrees 44 Minutes 23 Seconds East**, for a distance of **36.10 feet** at 25.00 feet Left of the existing centerline of E. 105<sup>th</sup> Street at station 29+49.87;

**THENCE** through the Grantor's lands the following two (2) courses:

- 1) **South 88 Degrees 52 Minutes 02 Seconds West**, for a distance of **9.69 feet** at 34.69 feet Left of the existing centerline of E. 105<sup>th</sup> Street at station 29+49.81;
- 2) **North 01 Degrees 07 Minutes 58 Seconds West**, for a distance of **36.78 feet** to the Grantor's North line and the Clinic's South line at 34.94 feet Left of the existing centerline of E. 105<sup>th</sup> Street at station 29+86.89;

**THENCE** along the Grantor's North line and the Clinic's South line, **South 87 Degrees 11 Minutes 04 Seconds East**, for a distance of **9.96 feet BACK TO THE TRUE POINT OF BEGINNING**.

The above-described parcel contains 0.008 acres (358 square feet), including 0.000 acres in the present road occupied (PRO), lying in Cuyahoga County Auditor's parcel number 121-18-015.

The basis of bearings in the above described parcel are based on Grid North as resolved by GPS observations and are based on the CUY-10-21.49 Project Control (Original PID 77333 and now known as PID 96832) and expressed on the said Right-of-Way plans and Centerline Plat prepared by Burgess & Niple for the Ohio Department of Transportation, by a 1" Iron Pin Found in a monument box at the centerline intersection of Quincy Avenue with E. 105th Street and a Stone found with a drill hole in a monument box on the centerline of E. 105th Street on the southerly line of Cedar Avenue with a bearing of North 00 Degrees 44 Minutes 23 Seconds West, based on Ohio State Plane North Zone 3401, NAD83(CORS96) datum. All distances recited are ground distances.

Continued on Next Page

**EXHIBIT A**

RX 271 SHV


Page 3 of 3

Rev. 06/09

This description was prepared by Burgess & Niple, under the direct supervision of Michael D. Jones, P.S., Ohio License No. 8459 and is based on field surveys, centerline and boundary monument locations performed and certified by CT Consultants, beginning in September, 2013.



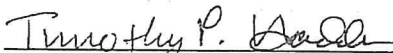
**Burgess and Niple, Inc.**

  
\_\_\_\_\_  
Michael D. Jones, P.S.                      1/29/2018  
Ohio Reg. No. 8459                      Date

The location of all existing survey monuments used to determine centerlines, rights-of-way, and property lines as referenced herein were located in the field between September, 2013 and October, 2013 by CT Consultants, Inc. under the direct supervision of Timothy P. Hadden, Ohio Registered Surveyor No. 6786 and are based upon CUY-10-21.49 (Opportunity Corridor, Original PID 77333 and now known as PID 96832) primary project control coordinates initially submitted by Burgess & Niple and dated June 6, 2012.

**CT Consultants, Inc.**



  
\_\_\_\_\_  
Timothy P. Hadden, P.S.                      2/6/18  
Ohio Reg. No. 6786                      Date

# ATTACHMENT B

ODOT RE 208  
Rev. 10/2017

E  
State

## EASEMENT

The State of Ohio, Department of Transportation, the Grantor(s), in consideration of the sum of 1.00, to be paid by The Greater Cleveland Regional Transit Authority does convey(s) to The Greater Cleveland Regional Transit Authority, the Grantee, an easement, for the purpose of installing, using, maintaining, replacing and removing a bus shelter and related amenities for bus passengers and incidental uses related to such purpose as part of the Opportunity Corridor, which is more particularly described in Exhibit A, attached, the following described real estate:

PARCEL(S): 1062 SHV

CUY-10-21.49

SEE EXHIBIT A ATTACHED

Cuyahoga County Current Tax Parcel No. 121-18-015

Prior Instrument Reference: 201912030427, 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 true and lawful grantee of an easement of the property, and has the right and power to convey the easement and that the property is 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 property against all claims of all persons.



IN WITNESS WHEREOF State of Ohio, Department of Transportation has caused its name to be subscribed by \_\_\_\_\_, its duly authorized agent on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

State of Ohio, Department of Transportation

\_\_\_\_\_  
By: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF OHIO, COUNTY OF CUYAHOGA ss:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_, the \_\_\_\_\_ of the State of Ohio, Department of Transportation, on behalf of the State of Ohio, Department of Transportation.

IN TESTIMONY WHEREOF, I have 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 or for the State of Ohio, Department of Transportation, on forms approved by the Attorney General of Ohio.

The Greater Cleveland Regional Transit Authority, by and through its General Manager, Chief Executive Officer, does hereby accept the within easement and all the terms and conditions thereof this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

GREATER CLEVELAND REGIONAL TRANSIT  
AUTHORITY

By: \_\_\_\_\_

OK QJE  
8-9-18

**EXHIBIT A**

RX 271 SHV

Page 1 of 3

Rev. 06/09

Ver. Date 1/26/2018

PID 96832

**PARCEL 1062-SHV  
CUY-10-21.49  
PERPETUAL EASEMENT FOR HIGHWAY PURPOSES  
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS  
IN THE NAME AND FOR THE USE OF THE  
CITY OF CLEVELAND, CUYAHOGA COUNTY, OHIO**

An exclusive perpetual easement for public highway and road purposes, including, but not limited to any utility construction, relocation and/or utility maintenance work deemed appropriate by the City Of Cleveland, Cuyahoga County, Ohio, its successors and assigns forever.

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]

---

Situate in the State of Ohio, County of Cuyahoga, City of Cleveland and being located in Original One Hundred Acre Lot No. 409, Township 7, Range 12 of The Connecticut Western Reserve and being part of lot numbered 78 of W.H. Doan's Subdivision as recorded in Plat Book 12, Page 23 of the Cuyahoga County Records. The herein described parcel lies on the left side of existing E. 105th Street. All stations and offsets are based on the Right-of-Way plans prepared by Burgess & Niple for the Ohio Department of Transportation as shown on the centerline plat for CUY-10-21.49, as recorded in Plat Book 376, Pages 30 - 33 of the Cuyahoga County Records. Being part of lands conveyed to the Grantor "CITY OF CLEVELAND LAND REUTILIZATION PROGRAM" (hereafter referred to as Grantor) as described in AFN #201107120100 also of the Cuyahoga County Records and being more particularly described as follows:

**COMMENCING** at an Iron Pin Found with a 2" aluminum cap stamped "ODOT RW, PS NO. 7664, BURGESS & NIPLE" on the West Right of Way line of E. 105<sup>th</sup> Street (Width Varies) as dedicated in City of Cleveland Agreement Records Volume 1, Page 148, the East line of lands conveyed to The Cleveland Clinic Foundation, an Ohio nonprofit corporation as described in AFN #201708100652, and the South corner of Parcel 1062-WD as shown on the CUY-10-21.49 Right of Way Plans at 25.00 feet Left of the existing centerline of E. 105<sup>th</sup> Street at station 30+57.61;



## EXHIBIT A

RX 271 SHV

Page 2 of 3

Rev. 06/09

**THENCE** with the West Right of Way line of E. 105<sup>th</sup> Street, **South 00 Degrees 44 Minutes 23 Seconds East**, for a distance of **71.64 feet** to the Grantor's Northeast corner and the Clinic's Southeast corner at 25.00 feet Left of the existing centerline of E. 105<sup>th</sup> Street at station 29+85.97 to the **TRUE POINT OF BEGINNING** of the herein described parcel;

**THENCE** continuing with the West Right of Way line of E. 105<sup>th</sup> Street, **South 00 Degrees 44 Minutes 23 Seconds East**, for a distance of **36.10 feet** at 25.00 feet Left of the existing centerline of E. 105<sup>th</sup> Street at station 29+49.87;

**THENCE** through the Grantor's lands the following two (2) courses:

- 1) **South 88 Degrees 52 Minutes 02 Seconds West**, for a distance of **9.69 feet** at 34.69 feet Left of the existing centerline of E. 105<sup>th</sup> Street at station 29+49.81;
- 2) **North 01 Degrees 07 Minutes 58 Seconds West**, for a distance of **36.78 feet** to the Grantor's North line and the Clinic's South line at 34.94 feet Left of the existing centerline of E. 105<sup>th</sup> Street at station 29+86.89;

**THENCE** along the Grantor's North line and the Clinic's South line, **South 87 Degrees 11 Minutes 04 Seconds East**, for a distance of **9.96 feet BACK TO THE TRUE POINT OF BEGINNING**.

The above-described parcel contains 0.008 acres (358 square feet), including 0.000 acres in the present road occupied (PRO), lying in Cuyahoga County Auditor's parcel number 121-18-015.

The basis of bearings in the above described parcel are based on Grid North as resolved by GPS observations and are based on the CUY-10-21.49 Project Control (Original PID 77333 and now known as PID 96832) and expressed on the said Right-of-Way plans and Centerline Plat prepared by Burgess & Niple for the Ohio Department of Transportation, by a 1" Iron Pin Found in a monument box at the centerline intersection of Quincy Avenue with E. 105th Street and a Stone found with a drill hole in a monument box on the centerline of E. 105th Street on the southerly line of Cedar Avenue with a bearing of North 00 Degrees 44 Minutes 23 Seconds West, based on Ohio State Plane North Zone 3401, NAD83(CORS96) datum. All distances recited are ground distances.

Continued on Next Page

**EXHIBIT A**

RX 271 SHV


Page 3 of 3

Rev. 06/09

This description was prepared by Burgess & Niple, under the direct supervision of Michael D. Jones, P.S., Ohio License No. 8459 and is based on field surveys, centerline and boundary monument locations performed and certified by CT Consultants, beginning in September, 2013.



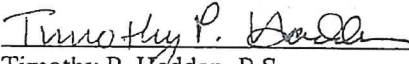
**Burgess and Niple, Inc.**

  
\_\_\_\_\_  
Michael D. Jones, P.S.                      1/29/2018  
Ohio Reg. No. 8459                      Date

The location of all existing survey monuments used to determine centerlines, rights-of-way, and property lines as referenced herein were located in the field between September, 2013 and October, 2013 by CT Consultants, Inc. under the direct supervision of Timothy P. Hadden, Ohio Registered Surveyor No. 6786 and are based upon CUY-10-21.49 (Opportunity Corridor, Original PID 77333 and now known as PID 96832) primary project control coordinates initially submitted by Burgess & Niple and dated June 6, 2012.

**CT Consultants, Inc.**

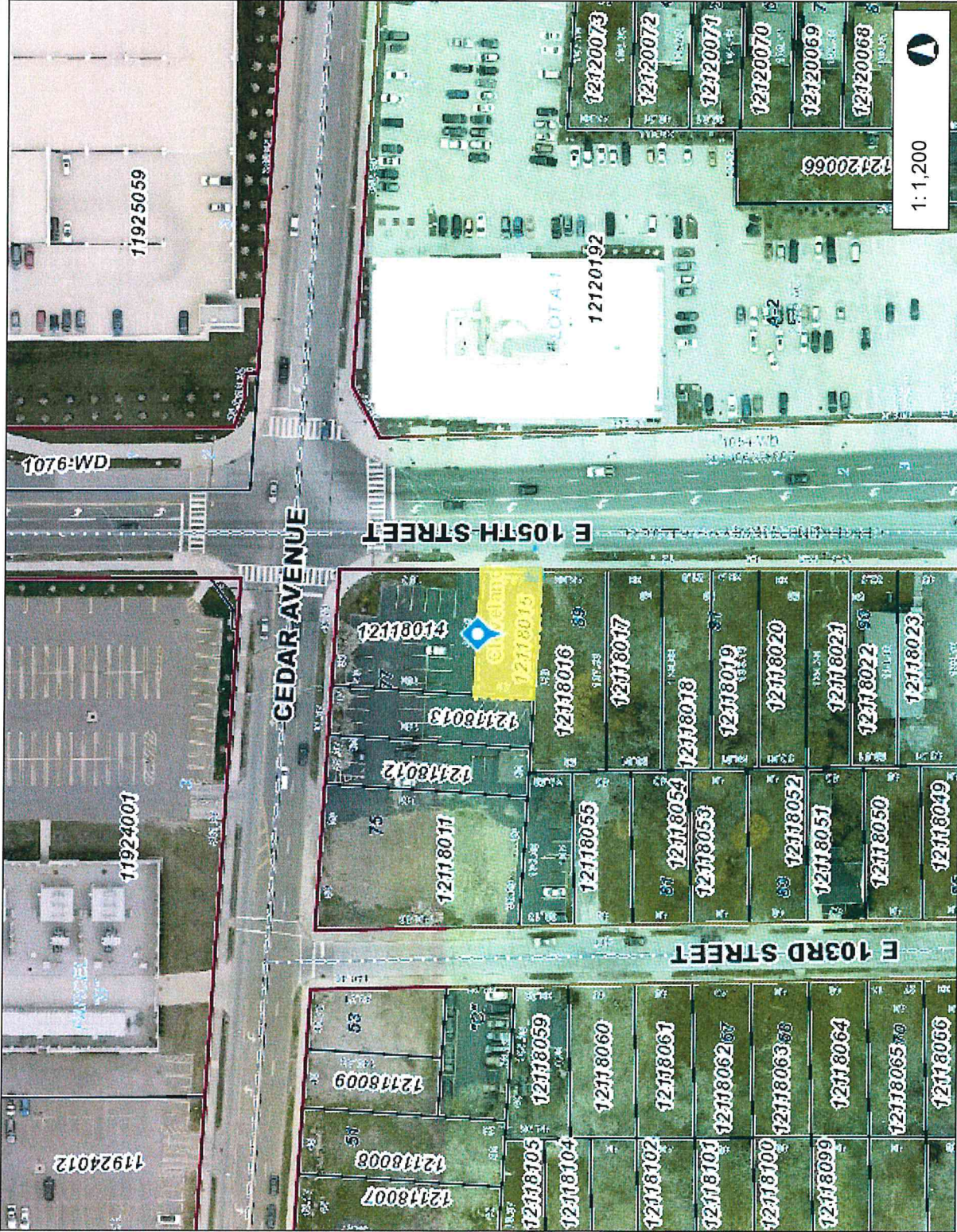


  
\_\_\_\_\_  
Timothy P. Hadden, P.S.                      2/6/18  
Ohio Reg. No. 6786                      Date





## ATTACHMENT C



1:1,200

200 0 100 200 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



Date Created: 12/9/2019

### Legend

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