

CUY-90-14.90

PID 77332/85531

APPENDIX UT-05

CEI Horizon Tunnel Plans (Reference Document)

State of Ohio
Department of Transportation
Jolene M. Molitoris, Director

Innerbelt Bridge
Construction Contract Group 1 (CCG1)

Revision Date: January 21, 1994

703482

RECORDED THIS DATE FRANK RUGSO CUYAHOGA CTY, RECORDER

94 JAN 21 PM 3: 22

General Warranty Deed

KNOW ALL MEN BY THESE PRESENTS, that The Cleveland Electric Illuminating Company, an Ohio corporation (the "Grantor") for the consideration of Ten Dollars (\$10.00) and other consideration received to its full satisfaction of GILLOTA, Inc., an Ohio Corporation, (the "Grantee") who tax mailing address will be 300 Central Viaduct, Cleveland, Ohio 44115, does give, grant, bargain, sell and convey unto Grantee, its successors and assigns, those certain premises, situated in the City of Cleveland, County of Cuyahoga, and State of Ohio and more fully described on Schedule 1 attached hereto and made a part hereof (the "Land").

Together with all appurtenant rights, rights of access, and other easements and privileges pertaining to the Land, and any fixtures and improvements currently located thereon (all of the foregoing, together with the Land, hereinafter referred to as the "Property").

To have and to hold the above granted and bargained Property

"Property").

To have and to hold the above granted and bargained Property unto Grantee, its successors and assigns forever, and The Cleveland Electric Illuminating Company, the Grantor, does for itself and its successors and assigns covenant with Grantee, its successors and assigns, that at and until the ensealing of these presents, it is well seized of the above described Property, as a good and indefeasible estate in fee simple, and has good right to bargain and sell the same in manner and form as above written, that the same are free and clear from all encumbrances whatsoever, except for those Permitted Exceptions listed on Schedule 2 attached hereto and made a part hereof, and that it will warrant and defend said Property to Grantee, its successors and assigns forever, against all lawful claims and demands whatsoever except as above set forth. claims and demands whatsoever except as above set forth.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed this 212 day of Tangara, 1994.

THE CLEVELAND ELECTRIC ILLUMINATING COMPANY

Signed and acknowledged
Signed and acknowledged in the presence of (as to both signatures)
to poin signatures)
DAVIDAI BEVESKEN
Susan C. Mendute Susan C. MENDLIK
SUSAN G. MENDEIR

By:	Klauserman
Name :	JACQUITA K. HAUSERMAN VICE PRESIDENT
Title:	VICE PRESIDENT
And by: Name: Title:	MOULU HTHUIS T. PERGO ASSISTANT SECRETIKY

94-00685

State of Ohio SS: Cuyahoga County

Before me, a Notary Public, in and for said County and State personally appeared the above named The Cleveland Electric Illuminating Company by JAEQUITA HAUSERMAN, its Vice PRESIDENT and JANE T PERCIO, its Assistant Secretary who acknowledged that they did sign the foregoing instrument, and that the same is the free act and deed of each of them personally and as such officers.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at JUDEPENDENCE Office, this gill day of JANUARY. 1994.

HOTARY PUBLIC - STATE OF DHIO My commission has no expiration date, Section 147.03 R. Q.

Schedule 1

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Legal Description

Description of a 1.5327 acre parcel of land situated in the City of Cleveland, Cuyahoga County, Ohio to be conveyed in fee to Gillota, Inc.

Situated in the City of Cleveland, County of Cuyahoga and State of Ohio, and known as being all of Sublots Nos. 414 to 422, both inclusive, part of Sublot No. 413, part of an unnamed Alley, 16.5 feet in width, as vacated by Ordinance Number 4835-A, passed by the Council of the City of Cleveland, Ohio, September 24, 1894, part of an unnamed Alley, 16.5 feet in width, vacated according to Court of Common Pleas Journal Entry dated September 14, 1885 and recorded in Volume 389, Page 53 of Cuyahoga County Records, part of Harrison Road S.E., 66 feet in width, as vacated by Ordinance Number 47570, passed by the Council of the City of Cleveland, Ohio, January 30, 1905, and part of Canal Street, 66 feet in width, as vacated by Ordinance Number 47569, passed by the Council of the City of Cleveland, Ohio, January 30, 1905 in Walworth and Kelly's Allotment of part of Original Two Acre Lots Nos. 125 to 132, both inclusive, part of Original Two Acre Lots No. 213 and 220, both inclusive, and part of Original One Hundred Acre Lot No. 487, as shown by the recorded plat in Volume 2 of Maps, Page 26 of Cuyahoga County Records, together forming a parcel of land bounded and described as follows:

Beginning on the southeasterly line of Carnegie Avenue S.E., 99 feet in width, formerly Central Avenue S.E., at its intersection with the northeasterly line of Canal Street, 66 feet in width;

COURSE NO. 1: thence North 56 deg.-19'-15" East along said southeasterly line of Carnegie Avenue S.E., 5.42 feet to the northwesterly corner of land conveyed to the Board of County Commissioners of Cuyahoga County by deed dated May 7, 1930 and recorded in Volume 3989, Page 170 of Cuyahoga County Records;

COURSE NO. 2: thence South 40 deg.-09'-29" East along the southwesterly line of land so conveyed to the Board of County Commissioners of Cuyahoga County, 6.20 feet to the southerly corner of thereof;

COURSE NO. 3: thence North 49 deg.-50'-31" East along the southeasterly line of land so conveyed to the Board of County Commissioners of Cuyahoga County, 4.00 feet to a point in the southwesterly line of Parcel "B" of land described in Resolution passed by the Board of County Commissioners, December 18, 1929, Journal 77, Page 499, and appropriated in Probate Court Case No. 184782 on December 20, 1929;

COURSE NO. 4: thence South 40 deg.-09'-29" East along the southwesterly line of said Parcel "B" of land so appropriated, 13.00 feet to the most southerly corner thereof;

EXHIBIT "A"

COURSE NO. 5: thence North 49 deg.-50'-31" East along the southeasterly line of said Parcel "B" of land so appropriated, 30.00 feet to the most easterly corner thereof;

COURSE NO. 6: thence North 40 deg.-09'-29" West along the northeasterly line of said Parcel "B" of land so appropriated, 15.35 feet to a point in the aforementioned southeasterly line of Carnegie Avenue S.E.;

COURSE NO. 7: thence North 56 deg.-19'-15" East along said southeasterly line of Carnegie Avenue S.E., 116.79 feet to its intersection with the southwesterly line of an unnamed Alley, 12 feet in width;

COURSE NO. 8: thence South 33 deg.-40'-45" East along the southwesterly line of said unnamed 12 foot wide Alley, 147.78 feet to its intersection with the southwesterly line of an unnamed Alley, 16.5 feet in width;

COURSE NO. 9: thence South 12 deg.-21'-50" East along the southwesterly line of said 16.5 feet alley, 217.61 feet to a point in the northerly terminus of the aforementioned unnamed vacated 16.5 foot Alley in Ordinance Number 4835-A;

COURSE NO. 10: thence North 23 deg.-50'-21" East along the northerly terminus of said unnamed vacated 16.5 foot Alley, 14.39 feet to a point in the center line thereof;

COURSE NO. 11: thence South 12 deg.-21'-50" East along the center line of said unnamed vacated 16.5 foot Alley, 147.58 feet to an angle therein;

COURSE NO. 12: thence South 83 deg.-26'-00" East along the center line of said unnamed vacated 16.5 foot Alley as described in the Journal Entry, as aforementioned, 61.22 feet to its intersection with the westerly line of Harrison Road S.E., 66 feet in width;

COURSE NO. 13: thence South 6 deg.-52'-30" West along said westerly line of Harrison Road S.E., 8.25 feet to the most northerly corner of aforementioned Sublot No. 422;

COURSE NO. 14: thence South 16 deg.-42'-08" East along the southwesterly line of Harrison Road S.E., 51.25 feet to an angle therein;

COURSE NO. 15: thence South 6 deg.-52'-30" West along a westerly line of said Harrison Road S.E., 46.65 feet to the southeasterly corner of Harrison Road S.E. as vacated by Ordinance No. 47570 dated January 30, 1905;

COURSE NO. 16: thence North 47 deg.-58'-34" West along the southwesterly line of said vacated portion of Harrison Road S.E., and the southwesterly line of the aforementioned vacated portion of Canal Street, as aforementioned, 76.76 feet to the northeasterly line of Canal Street, 66 feet in width;

COURSE NO. 17: thence North 63 deg.-02'-10" West along the northeasterly line of said Canal Street, 77.39 feet to an angle therein;

COURSE NO. 18: thence North 30 deg.-37'-30" West along a northeasterly line of said Canal Street, 469.38 feet to the place of beginning, containing 66,766 square feet of land (1.5327 acres), according to a survey by Garrett and Associates, Inc., Registered Engineers and Surveyors made in December, 1990, be the same more or less, but subject to all legal highways.

CUYAHOGA COUNTY ACIDITOR

THOMAS J. NEFF, P.E., P.S.
COUNTY ENGINEER TAX MAP DIVISION
LEGAL DESCRIPTION APPROVED FOR TRANSFORM

CONVEYANCE IS IN COMPLIANCE WITH SEC. 319.202 O.R.C.

JAN 21 1994

334,00 Roceipi No. J. TIMOTHY INCOHMACK, CUYUNGA COUNTY Auditor BY

EXIMBIT "A"

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Schedule 2

Permitted Encumbrances

- 1. Easement rights of public utilities, if any, located within vacated streets and alleys, within the premises under examination.
- 2. Appropriation for the purpose of right-of-way for the elevated roadway or bridge from Hill Street to Abbey Street (Central Viaduct, so-called) in Probate Court Case Docket 0, Page 505 of Cuyahoga County Records.
- Title and interest acquired by the County of Cuyahoga for the establishment of an extension of Lorain Avenue, a County Road, across the valley of the Cuyahoga River by proceedings in Probate Court Case No. 184,782.
- 4. The premises are subject to an Aerial Easement for Highway Purposes, from The Wheeling and Lake Erie Railway Company, to the State of Ohio, filed for record July 31, 1956 at 1:06 P.M., established by instrument recorded in Volume 8660, Page 696 of Cuyahoga County Records.
- 5. Taxes and assessments not yet due and payable.

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703483

RECORDED THIS DATE FLYNG RUSSO CUYM ICCA CTC, RECORDER

94 JAN 21 PH 3: 22

UNDERGROUND FACILITIES EASEMENT AGREEMENT

This Underground Easement Agreement is made and entered into this 20th day of January, 1993 by and between GILLOTA, INC., the owner of the within described land, hereinafter referred to as "Grantor" and THE CLEVELAND ELECTRIC ILLUMINATING COMPANY, hereinafter referred to as "Grantee". For the consideration of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Grantor does hereby grant and convey unto Grantee, its successors and assigns, subject to the terms and conditions hereinafter set forth: (a) an exclusive permanent underground right-of-way and easement to install, construct, reconstruct, operate, supplement, repair, maintain, locate, renew, modify, and remove such underground electrical facilities and equipment and approximate thereto including support systems for desirance of the second of the second contract. appurtenances thereto including support systems for drainage, exhaust evacuation, metering and metrology among others as are deemed necessary or convenient by the Grantee (collectively, hereinafter the "Underground Facilities") upon the property described on Exhibit A attached hereto and made a part hereof (the "Tunnel Easement Promises"). The are evaluative permanent underground easement to Premises"), (b) an exclusive permanent underground easement to Premises"), (b) an exclusive permanent underground easement to install, construct, reconstruct, operate, supplement, repair, maintain, locate, renew, modify, and remove an underground drainage system including a drain pipeline upon the property described in Exhibit B attached hereto and made a part hereof (the "Drain Easement Premises"); (c) the right to install two surface penetrations in the easement area not to exceed one foot in outside diameter at locations to be mutually agreed upon by Grantor and Grantee which agreement shall not be unreasonably withheld; provided however that any other facilities that are deemed necessary or convenient by the Grantee shall not obstruct Grantor's use of the land to a greater extent than the above facilities located on the Tunnel Easement Premises and Drain Easement Premises as of the date hereof.

Drain Easement Premises as of the date hereof.

2. Grantor further grants and conveys unto Grantee, its successors and assigns, subject to the terms and conditions hereinafter set forth, a temporary non-exclusive right, privilege and easement over the surface of the Tunnel Easement Premises: (a) for purposes of access to the Underground Facilities when Underground Facilities are being installed, constructed, reconstructed, operated, supplemented, located, renewed, modified, repaired or maintained; and (b) for emergency access as defined in Grantee's electric service tariff, and ingress and egress for utility purposes only to the Horizon Substation located at 2325 Canal Road.

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Grantee agrees to repair all damage caused directly or indirectly by the installation, construction, reconstruction, operation, supplementation, renewal, modification, removal, repair or maintenance of said Underground Facilities on Grantor's property and shall restore any disturbed area of Grantor's property to its former condition.

4. The Grantor reserves unto itself, its successors and assigns, the right to use the surface of the Tunnel Easement Premises and Drain Easement Premises for any purpose which does not interfere with Grantee's Underground Facilities. Included in such rights solely reserved by Grantor (without, however, limiting the same by the following enumeration) are the following: the right to use the surface of the Tunnel and Drain Easement Premises (consistent with the static and dynamic loading limits for the Tunnel and Drain Easement Premises on Exhibit C) for access, ingress and egress, storage of non-flammable materials and the right to maintain, improve and pave the same for driveway and parking purposes. Notwithstanding the foregoing, Grantor agrees not to erect any buildings or other structures on the Tunnel and Drain Easement Premises and agrees not to store or allow the storage of any materials or park, or allow to be parked any vehicles, on that portion of the surface of the Tunnel and Drain Easement Premises on which are located two manholes of

approximately three (3) feet in diameter.

5. It is expressly agreed that this grant is of an easement only and that the fee simple title to the Tunnel and Drain Easement Premises shall and does remain at all times in Grantor as of the effective date of this instrument.

6. Grantor agrees to use the Property in accordance with all applicable federal, state, or local laws, including those laws, regulations, permits, agreements, orders or other binding determinations of any governmental authority relating to the environment, public or human health and safety ("Applicable Laws").

7. Each party hereto agrees that the grade or contour of the aforesaid Easement Premises shall not hereafter be substantially increased degrees of a starting changed without the written consel

increased, decreased or otherwise changed without the written consent of the other party which shall not be unreasonably withheld. shall constitute express notice that changes in grade or land contour

may result in damage to the Underground Facilities.
8. This instrument incorporates the entire agreement between the

parties and shall not be modified or varied except by a writing signed by Grantor and Grantee.

9. Grantee shall not assign this Agreement or permit any assignment by operation of law or otherwise without the prior written consent of Grantor, which consent shall not be unreasonably withheld.

10. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

TO HAVE AND TO HOLD said right of way and easement hereby granted unto said Grantee, its successors and assigns.

The easement rights, liberties, and privileges created hereby are granted subject to any and all encumbrances, restrictions, conditions, limitations, reservations and mortgages of records.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed as of the day and year set forth above.

Signed and acknowledged in the present of:

GILLOTA, INC.

Name:

By: Title

THE CLEVELAND ELECTRIC
ILLUMINATING COMPANY
By: Manage May
Name Dacquito L. Havsequen
Title: Lee Cossident

STATE OF OHIO

Print: SAMUEL

COUNTY OF CUYAHOGA

BEFORE ME, a Notary Public, personally appeared GILLOTA, INC., by John Gillota, Jr. its President, who acknowledged that he did sign the foregoing easement and the same was his free act and deed individually and as officer of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and , Ohio, this 20 M Clevelano official seal at January

NOTARY PUBLIC

SAMUEL R. KNEZEVIC, Attorney M East Rotary Public - State of Ohio My commission has no expiration date. Section 147.03 R. C.

This instrument prepared by: George Hicks The Cleveland Electric Illuminating Company 6200 Oaktree Boulevard Independence, Ohio 44131 (216) 447-2338

Exhibit A

Description of Easement Premises

PROPOSED SO FOOT EASEMENT WITHIN P.P. NO. 122-16-20

Situated in the City of Cleveland, County of Cuyahoga and State of Chio, and known as being a part of Sublot Nos. 413 to 422, both inclusive, part of an unnamed Alley, 16.5 feet in width, as vacated by Ordinance Number 4835-A, passed by the Council of the City of Cleveland, Ohio, September 24, 1894, part of an unnamed Alley, 16.5 feet in width, vacated by the Court of Common Pleas Journal Entry dated September 14, 1885 and recorded in Volume 389, Page 53 of Cuyahoga County Records, part of Harrison Road S.E., 66 feet in width, as vacated by Ordinance Number 47570, passed by the Council of the City of Cleveland, Ohio, January 30, 1905, in Walworth and Kelly's Allotment of part of Original Two Acre Lot Nos. 125 to 132, both inclusive, part of Original Two Acre Lot Nos. 213 to 220, both inclusive, and part of Original One Hundred Acre Lot No. 487, as shown by the recorded plat in Volume 2 of Maps, Page 26 of Cuyahoga County Records, together forming a parcel of land bounded and described as follows:

Beginning on the southerly line of Carnegie Avenue S.E., 99 feet in width at a point distant North 56°-19'-15" East, 55.54 feet, as measured along said southerly line, from its intersection with the easterly line of Canal Street, 66 feet in width;

Course No. 1: thence continuing North $56^{\circ}-19^{\circ}-15^{\circ}$ East along said southerly line of Carnegie Avenue S.E., 30.64 feet to a point;

Course No. 2: thence South 21°~57'-58" East, 117.55 feet to a point;

Course No. 3: thence South 30°-37'-30" East, 344.84 feet to a point in the center line of the unnamed Alley, so vacated by Ordinance Number 4835-A;

Course No. 4: thence South 12°-21'-50" East along said center line of unnamed Alley, so vacated by Ordinance Number 4835-A, 22.34 feet to its intersection with the westerly prolongation of the center line of said unnamed Alley, so vacated by the Court of Common Pleas;

Course No. 5: thence South 83°-26'-00" East along said westerly prolongation of the center line of the unnamed Alley, so vacated by the Court of Common Pleas, and along the center line thereof, 27.14 feet to a point:

Course No. 6: thence South 75°-37'-30" East, 34.38 feet to a point in the westerly line of Harrison Road S.E., 66 feet in width;

Course No. 7: thence South 60-527-30" West along said westerly line

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of Harrison Road S.E., 3.58 feet to the northerly terminus of Harrison Road S.E., so vacated by Ordinance Number 47570;

Course No. 8: thence South 16°-42'-08" East along a westerly line of said vacated Harrison Road S.E., 30.88 feet to its intersection with a line drawn parallel with and distant 30.00 feet southerly by rectangular measurement, from above Course No. 6 herein;

Course No. 9: thence North 75°-37'-30" West along said parallel line, 83.88 feet to its intersection with a line drawn parallel with and distant 30.00 feet westerly, by rectangular measurement, from above Course No. 3 herein;

Course No. 10: thence North 30°-37'-30" West along said parallel line, 382.54 feet to its intersection with a line drawn parallel with and distant 30.00 feet westerly, by rectangular measurement, from above Course No. 2 herein;

Course No. 11: thence North 21°-57'-58" West along said parallel line, 113.61 feet to the place of beginning, according to a survey by Garrett & Associates, Inc., Registered Engineers and Surveyors, made in April, 1992, be the same more or less.

Exhibit B

SINCE 1890

PHONE 216-696-6080 FAX 216-696-6081

GARRETT & ASSOCIATES, INC.

Civil Engineers . Land Surveyors

2030 WEST 19TH STREET . GLEVELAND, OHIO 44113-3549

PROPOSED EASEMENT FOR UNDERGROUND DRAINAGE PIPE

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Situated in the City of Cleveland, County of Cuyahoga and State of Ohio, and known as being part of Sublots Nos. 417, 418 and 419 in Walworth and Kelly's Allotment of part of Original Two Acre Lots Nos. 125 to 132, both inclusive, part of Original Two Acre Lots Nos 213 to 220, both inclusive, and part of Original One Hundred Acre Lot No. 487, as shown by the recorded plat in Volume 2 of Maps, Page 26 of Cuyahoga County Records, together forming a parcel of land bounded and described as follows.

Beginning on the southwesterly line of an unnamed Alley, 16.5 feet in width, at a point distant North 12°-21'-50" West, 47.62 feet as measured along said southwesterly line, from its intersection with the southeasterly line of the Central Viaduct, 100 feet in width;

Course No. 1: thence South 12°-21'-50" East along the southwesterly line of said unnamed Alley, 12.57 feet to its intersection with a line drawn parallel with and distant 10.00 feet southwesterly by rectangular measurement from the southerly face of said stone

Course No. 2: thence North 65°-04'-54" West along said parallel line, 68.08 feet to a point in the easterly line of a proposed 30 feet wide easement;

Course No. 3: thence North $30^{\circ}-37'-30"$ West, along the easterly line of said proposed 30 foot wide easement, 29.71 feet;

Course No. 4: thence North 59°-22'-30" East, 12.33 feet;

Course No. 5: thence South 30°-37'-30" East, parallel with the easterly line of said proposed 30 foot wide easement, 30.00 feet to the southwesterly corner of the aforementioned stone abutment;

Course No. 6: thence South 65°-04'-54" East along the aforementioned southerly face of said stone abutment, 53.26 feet to the place of beginning, according to a survey by Garrett & Associates, Inc., Registered Engineers and Surveyors, made in January, 1994, be the same more or less.

January 11, 1994

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Exhibit C

Static and Dynamic Loading Limits for the Easement Premises

Static Load Limit:

715 PSF (Pounds per Square Foot)

Dynamic Load Limit:

595 PSF (Pounds per Square Foot)

or 16,000 Pounds per Wheel (Vehicles)









