

RESOLUTION NO. 1990-9

**AUTHORIZING THE GENERAL MANAGER TO EXECUTE AN AGREEMENT TO
ACQUIRE THE RIGHT TO PERFORM GCRTA'S REGULARLY SCHEDULED MASS
TRANSIT SERVICE UPON THE PREMISES OF THE GATES MILLS TOWERS III
DEVELOPMENT COMPANY FOR LAYOVER/TURNAROUND PURPOSES**

WHEREAS, the Greater Cleveland Regional Transit Authority seeks to obtain the right to perform its regularly scheduled mass transit service upon the premises of the Gates Mills Towers III Development Company for layover/turn-around purposes at the Gates Mills Towers Apartment Complex located at 6805 Mayfield Road, Mayfield Heights, Ohio; and

WHEREAS, it is to the benefit of the GCRTA and the citizens of Cuyahoga County for the GCRTA to establish and maintain a layover/turnaround at the Gates Mills Towers Apartment Complex so that the service needs of this area may be maintained; and

WHEREAS; in order to meet and maintain the service needs of this area, the GCRTA must enter into an agreement with the Gates Mills Towers III Development Company for layover/turnaround purposes.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the GCRTA, Cuyahoga County, Ohio:

Section 1. That the General Manager be and he is hereby authorized to execute an agreement to acquire the right to perform GCRTA's regularly scheduled mass transit service upon the premises of the Gates Mills Towers III Development Company for layover/turnaround purposes.

Section 2. That this resolution shall become effective immediately upon its adoption.

Date: January 23, 1990



President

Attested: 

General Manager/Secretary Treas.

AGREEMENT
BETWEEN
GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY
AND
GATES MILLS TOWERS III DEVELOPMENT COMPANY

THIS AGREEMENT, entered into this _____ day of _____, 1989, by and between the Greater Cleveland Regional Transit Authority, 615 Superior Avenue, N.W., Cleveland, Ohio 44113 (hereinafter called Licensee), and Gates Mills Towers III Development Company, whose principal business offices are located at 600 Beta Drive, Mayfield Village, Ohio (hereinafter called Licensor).

WITNESSETH that the Licensor, in consideration of the covenants and conditions hereinafter stated on the part of the Licensee to be kept and performed, hereby permits, as a license, the Licensee to perform its regularly scheduled mass transit service upon the premises of Licensor's parking lot for layover/turnaround purposes and upon that portion of Tower Lane for ingress and egress of the layover/turnaround area; with the area of the layover/turnaround being at the south end of Licensor's complex as same is shown in attached Exhibit "A".

The license shall be subject to the following terms, covenants and conditions as hereinafter recited, which are hereby accepted and agreed to by the Licensee, to wit:

1. The Licensee shall pay to the Licensor the sum of Three Hundred Fifty Dollars (\$350) per month, commencing as of May 1, 1990.

2. Licensee agrees to pay to Licensor the cost of necessary repairs to the layover site, but in no event shall such payment exceed the sum of Five Thousand Dollars (\$5,000). Said payment to be made only once during the term of this Agreement. Licensee shall pay to Licensor the aforementioned repair cost within thirty (30) days after receipt of invoice for same.

3. Licensee will install a passenger shelter for the use of its patrons at the layover/turnaround site in a mutually agreeable location. Licensee shall have the right to remove the shelter at the termination of this Agreement. The concrete pad upon which the shelter is based need not be removed. However, if Licensee fails to remove said shelter within thirty (30) days after said termination, then the aforementioned shelter shall be deemed abandoned and same will become the property of Licensor.

4. Licensee agrees that it will not permit its vehicles to block the ingress and/or egress of Licensor's tenants and patrons in the vicinity of the layover/turnaround area and Tower Lane.

5. Licensor shall be responsible for all snow removal necessary on the premises to permit Licensee's vehicles ingress, egress, and the ability to turn around at the layover/turnaround site.

6. The term of this Agreement shall be three (3) years, commencing on the date of this Agreement and terminating on the third anniversary date of the commencement date hereof. The term hereof shall continue on a year-to-year basis thereafter. Said continuation shall be self-executing, and no party need undertake any further action in order for said term to be extended. Notwithstanding the above, either party shall have the right, at any time during the original term and during each renewal term, to terminate this license effective upon expiration of such original term or extension term by delivery to the other party of written notice of its intention to so terminate. Said notice shall be delivered not less than ninety (90) days prior to said termination date.

7. Licensee agrees to indemnify, protect, defend and save harmless Licensor from and exonerate against any and all claims, actions, causes of action, liability, losses, costs, judgments, expenses or fees for damage to persons and/or property caused or arising out of or resulting in whole or in part, directly or indirectly, from the negligent operations of its vehicles upon Licensor's premises and upon Tower Lane.

8. Licensor does hereby agree that it will exonerate, indemnify, protect, defend and save harmless Licensee from and against any and all claims, actions, causes of action, liability, losses, costs, judgments, expenses or fees for damage to persons and/or property caused or arising out of or resulting in whole or in part, directly or indirectly, from the physical condition of said premises, Licensor being solely liable for the physical condition of the premises and maintenance thereof.

9. In the event that any monthly installment shall be and remain unpaid for a period of ten (10) days; or in the event that Licensee shall fail to pay the cost of necessary repairs to the layover site, with said sum not to exceed Five Thousand Dollars (\$5,000), within thirty (30) days after receipt of invoice for same; or in the event Licensee shall at any time be in default in the observance or performance of any of the other covenants, obligations, terms, or conditions assumed by or imposed upon Licensee hereunder and such default continues for a period of fifteen (15) days after written notice to Licensee of such default; then and in any one or more of such events,

Licensors shall be entitled, at its election to terminate this agreement thus discharging both the Licensor and Licensee from all rights and obligations imposed upon the parties hereunder arising thereafter.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the day and year first above written.

Signed in the presence of:

GREATER CLEVELAND
REGIONAL TRANSIT AUTHORITY

By: _____

Its: General Manager

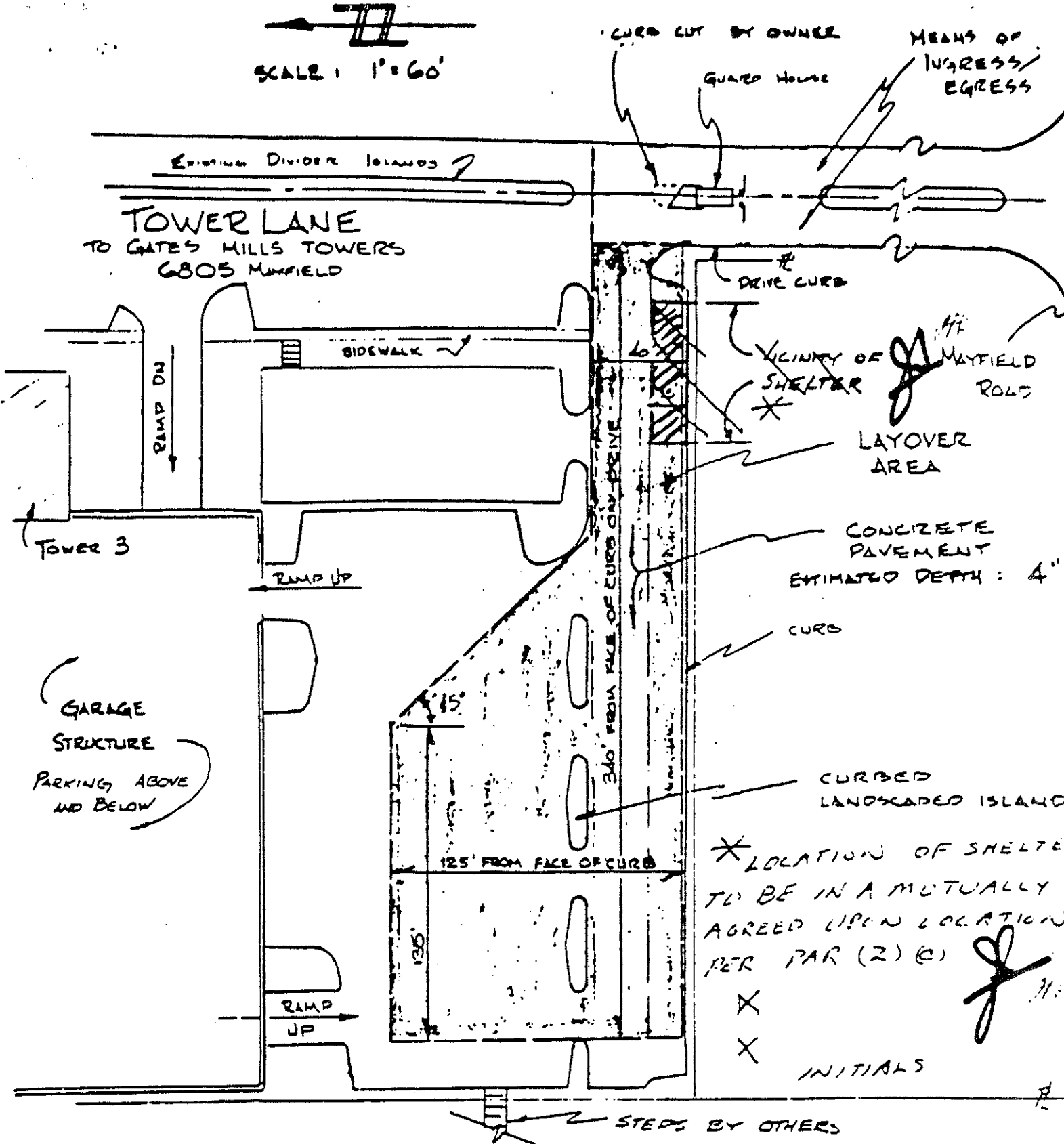
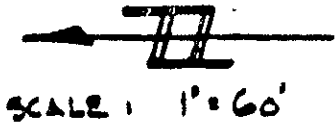
The legal form and correctness of the within instrument are hereby approved.

Assistant General Manager - Legal

GATES MILLS TOWERS III
DEVELOPMENT COMPANY,
An Ohio Limited Partnership

By: _____

Its: _____



Greater Cleveland Regional Transit Authority



**LAYOVER LOOP
GATES MILLS TOWERS**

DATE
1/14/82
SHEET NO.

DRAWN *ITG*
CHIEF DEPT.
CHECKED

Exhibit "A"

Exhibit 11A11

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