

RESOLUTION NO. 1991-107

AUTHORIZING THE GENERAL MANAGER TO EXECUTE A LEASE AGREEMENT BETWEEN THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY AND THE CITY OF BRECKSVILLE FOR A CITY-OWNED PARCEL OF LAND LOCATED AT BRECKSVILLE CITY HALL AND TO EXPEND MONIES FOR PROCURING CONSTRUCTION OF A PARK-AND-RIDE.

WHEREAS, the Greater Cleveland Regional Transit Authority (RTA) has entered into negotiations with the City of Brecksville so as to lease a City-owned parcel of land for construction of a Park-and-Ride at Brecksville City Hall, and

WHEREAS, such negotiations have resulted in a proposed agreement; and

WHEREAS, under the lease agreement the City shall construct and lease to RTA a parcel of land located at Brecksville City Hall for a term of twenty years for operation of a Park-and-Ride; and

WHEREAS, RTA has been temporarily using City-owned property adjacent to the subject parcel as a Park-n-Ride; and

WHEREAS, a long-term commitment of a site for a Park-and-Ride at this location would allow for the continued efficient operation of RTA bus service and accommodate possible future expansion of bus service to the benefit of City residents;

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 is hereby authorized to execute a lease agreement with the City of Brecksville, leasing to RTA a City-owned parcel of land at Brecksville City Hall for a twenty-year term in consideration of RTA's capital investment for construction of a Park-and-Ride.

Section 2: That the General Manager is authorized to execute and sign any and all instruments necessary to execution of the lease agreement.

Section 3: That an amount not to exceed \$100,000 may be expended from the Assets Maintenance portion of the 1991 Capital Fund for this purpose.

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

Adopted: May 21, 1991

Attest: Ronald J. Lee
General Manager/Secretary-Treasurer

[Signature]
President

Attachment: Lease Agreement

LEASE

THIS INDENTURE OF LEASE, made in Cleveland, Ohio, this _____ day of _____, 1991, by and between the City of Brecksville, hereinafter referred to as Lessor, and the Greater Cleveland Regional Transit Authority (GCRTA), its successors and assigns, hereinafter referred to as Lessee.

WITNESSETH:

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, Lessor and Lessee agree as follows:

1. Lessor does hereby lease to Lessee and Lessee hereby leases from Lessor the premises as shown on the drawing attached hereto, marked Exhibit "A", as an area for bus layover and parking for Lessee's riders, all as marked on said Exhibit "A".

2. To have and to hold the premises with appurtenances thereunto belonging unto the Lessee for a term of twenty (20) years commencing on the _____ day of _____, 1991, automatically renewing for additional terms of one (1) year each thereafter until cancelled by either party giving notice in writing to the other party, not less than ninety (90) days before the expiration of the original or of successive one (1) year terms.

3. The Lessor agrees to cause to be constructed upon the premises described in Item 1 a bus layover/turnaround and parking, in conformity with the project design for said work, as indicated on Exhibit A.

4. Lessee agrees to reimburse to Lessor up to one-hundred thousand dollars (\$100,000.00) for the construction effort defined in Item 3.

5. The Lessor agrees that the Lessee may use and occupy the premises as a bus layover and park-and-ride for Lessee's riders.

6. The Lessee agrees that neither said premises nor any part thereof shall be underlet nor shall this lease be assigned without the consent in writing of the Lessor having first been obtained.

7. The relationship between the parties hereto is wholly that of Lessor and Lessee, and is not and never shall be deemed in a partnership or joint venture.

8. Lessee does hereby agree that it will exonerate, indemnify and hold Lessor harmless from and against any and all losses, costs, claims, liability, damage and expense for injury to persons or property on the abovestated premises, proximately caused by or arising out of the operation of Lessee, its agents, servants, or employees.

9. Lessor does hereby that it will exonerate, indemnify and hold Lessee harmless from and against any and all losses, costs, claims, liability, damage and expense for injury to persons or property on the abovestated premises, proximately caused by or arising out of the actions of Lessor, its agents, servants or employees, as well as against any and all claims by third parties arising out of or proximately caused by the physical condition of Lessor's premises.

10. Lessor agrees to permit signage to be placed upon the premises by Lessee, such signage to be submitted for Lessor's approval prior to its installation.

11. Lessor agrees to cause snow to be removed from the drive and cause grass as may be located adjacent to the drive to be mowed and shrubbery and tress to be trimmed, as needed for the safe operation of buses and the physical appearance of the site.

12. Lessor agrees to provide lighting as needed for the safe use of thie premises and Lessee agrees to bear the cost of such lighting.

IN WITNESS WHEREOF the parties have hereunto set their hands to duplicate originals hereof on the below stated date.

IN THE PRESENCE OF:

GREATER CLEVELAND
REGIONAL TRANSIT AUTHORITY

By: _____

Its: General Manager
Secretary-Treasurer

CITY OF BRECKSVILLE

By: _____

Its: Mayor, City of Brecksville, Ohio

This legal form and correctness of the within instrument are hereby approved

General Counsel