

RESOLUTION NO. 2004- 89

AUTHORIZING THE GENERAL MANAGER/SECRETARY-TREASURER TO ENTER THE FIRST AMENDMENT AND EXTENSION OF A LICENSE AGREEMENT WITH ARTHUR ROAD DEVELOPMENT COMPANY AND REGAL REALTY INVESTMENT LIMITED PARTNERSHIP FOR A PORTION OF THE SOLON COMMONS SHOPPING CENTER FOR RTA CUSTOMER PARKING FOR A TERM OF THREE (3) YEARS AT NO COST.

WHEREAS, the Greater Cleveland Regional Transit Authority (GCRTA) and the Arthur Road Development Corporation (ARDC) and Regal Realty Investments Limited Partnership (RRILP) did on the 12<sup>th</sup> day of June 2000 enter into a License Agreement for the lease of a portion the ARDC's Solon Commons parking lot for RTA customer parking; and

WHEREAS, the License Agreement was entered into in accordance with the Greater Cleveland Regional Transit Authority Joint Development Policy and Procedures in affect in June 2000; and

WHEREAS, with the approval of Resolution 2002-98, the Board of Trustees adopted the Real Estate Policies requiring the approval of License/lease agreements with a term exceeding twelve (12) months thereby requiring this First Amendment and Extension to the License Agreement to be approved by the Board of Trustees; and

WHEREAS, the First Amendment to the License Agreement extends the term for three years until June 30, 2006 and eliminates the payment of Fee and Operating Expenses but does require repairs for damages caused by GCRTA buses.

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/Secretary-Treasurer is hereby authorized to amend and to extend the original License Agreement with ARDC and RRILP Corporation for the use of Solon Commons Parking lot for GCRTA patrons for a three-year period until June 30, 2006.

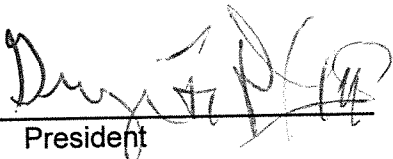
Section 2. That all terms and conditions set forth in the License Agreement are the same except that GCRTA will have no obligation to pay any fee and operation expenses contained in Paragraphs 3 and 7, respectively, of the License Agreement.

Section 3. That GCRTA will repair all damages caused by the operation of GCRTA buses on the property.

Section 4. That the General Manager/Secretary-Treasurer be and he is hereby authorized to execute, sign any and all instruments necessary for the execution of said Amendment to the License Agreement with ARDC and RRILP.

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

Attachment: First Amendment and Extension of License Agreement

Adopted: June 15, 2004   
President

Attest:   
CEO, General Manager/Secretary-Treasurer

## FIRST AMENDMENT AND EXTENSION OF LICENSE AGREEMENT

This FIRST AMENDMENT AND EXTENSION OF LICENSE AGREEMENT ("First Amendment") is made as of the 11<sup>th</sup> day of June, 2003, between ARTHUR ROAD DEVELOPMENT COMPANY, an Ohio general partnership ("ARDC") and REGAL REALTY INVESTMENTS LIMITED PARTNERSHIP, an Ohio limited partnership ("RRILP" and together with ARDC, "LICENSORS"), having an office at 32000 Solon Road, Solon, Ohio 44139 and GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY ("RTA"), having an office at 1240 West 6<sup>th</sup> Street, Cleveland, Ohio 44113.

### RECITALS:

A. LICENSORS and RTA entered into that certain License Agreement dated as of June 12, 2000 (the "License Agreement"), for the use of the Parking Lot and Access Drive on the property of LICENSORS, as more particularly described in the License Agreement, which License Agreement was for an original term (the "Original Term") that commenced June 12, 2000, and was scheduled to terminate June 11, 2003.

B. LICENSORS and RTA desire hereby to provide for the extension of the License Agreement for a period of thirty-six plus (36+) months upon the terms and conditions hereinafter provided.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, Landlord and Tenant hereby agree as follows:

1. Capitalized terms used in this First Amendment and not defined herein shall have the same meaning ascribed to such terms in the License Agreement.

2. The Original Term shall be and is hereby extended for a period of thirty-six plus (36+) months commencing June 12, 2003, and terminating June 30, 2006 (the "First Extended Term"), upon all of the same terms and conditions as are set forth in the License Agreement except that RTA shall have no obligation to pay any Fee or Operating Expenses during the First Extended Term, as formerly provided for in Paragraphs 3 and 7, respectively, of the License Agreement.

3. Notwithstanding the provisions of Paragraph 2. above, each of ARDC, RRILP and RTA shall have the right to terminate the License Agreement at any time during the First Extended Term upon thirty (30) days' prior written notice to the other of such intention. In the event of the exercise of such right, the License Agreement shall terminate on the date set forth in any such notice and neither LICENSORS nor RTA shall have any further obligation to the other under the License Agreement except for such obligations that that accrued prior to said termination date or are to survive the expiration or termination of the License Agreement. In all events, RTA's obligation to repair any damage to the Parking Lot and Access Drive caused by RTA or RTA's patrons in connection with the use of the Parking Lot and Access Drive pursuant to the License Agreement

shall survive the expiration or earlier termination of the License Agreement.

4. RTA acknowledges that as of November 1, 2003, there are numerous repairs that RTA is required to make to the Parking Lot and Access Drive and that such repairs will be effected as soon as practicable following the full execution of this First Amendment.

5. LICENSORS acknowledge that except for the repairs RTA is obligated to make as provided in Paragraph 4. above RTA is current on its obligations under the License Agreement and that no Fees or Operating Expenses remain unpaid for the Original Term.

6. Notwithstanding any provision of the License Agreement, RTA shall have the right to make improvements to the Parking Lot and the Access Drive after first obtaining the prior written consent of RRILP or ARDC, as appropriate, which consent may be given or withheld in the sole discretion of the party to whom such request is made.

7. Except as amended hereby, all of the terms, covenants, conditions and provisions of the License Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the day and year first above written.

LICENSORS:

ARTHUR ROAD DEVELOPMENT COMPANY,  
an Ohio general partnership

By: \_\_\_\_\_  
Jeffrey S. Davis, General Partner

REGAL REALTY INVESTMENTS LIMITED  
PARTNERSHIP, an Ohio limited partnership

By: \_\_\_\_\_  
Jeffrey S. Davis, General Partner

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

\_\_\_\_\_  
Sheryl King Benford  
General Counsel  
Deputy General Manager for Legal Affairs

LICENSEE:

GREATER CLEVELAND REGIONAL TRANSIT  
AUTHORITY

By: \_\_\_\_\_  
Joseph A. Calabrese, CEO, General  
Manager and Secretary-Treasurer

STATE OF OHIO                    )  
  )SS  
COUNTY OF CUYAHOGA )

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named ARTHUR ROAD DEVELOPMENT COMPANY, an Ohio general partnership, by Jeffrey S. Davis, General Partner, who acknowledged that he did sign the foregoing instrument and that the free act and deed of said partnership and his free act and deed as such general partner.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Solon, Ohio, this \_\_\_ day of \_\_\_\_\_, 2003.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

STATE OF OHIO                    )  
  )SS  
COUNTY OF CUYAHOGA )

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named Regal Realty Investments Limited partnership, by Arthur Road Development Company, its general partner, by Jeffrey S. Davis, General Partner, who acknowledged that he did sign the foregoing instrument and that the free act and deed of said partnership and his free act and deed as such general partner.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Solon, Ohio, this \_\_\_ day of \_\_\_\_\_, 2003.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

STATE OF OHIO                    )  
  ) SS  
COUNTY OF CUYAHOGA )

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY, by Joseph A. Calabrese, its CEO, General Manager and Secretary-Treasurer, who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of said authority and his free act and deed as such CEO, General Manager and Secretary-Treasurer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at \_\_\_\_\_, \_\_\_\_\_, this \_\_\_ day of \_\_\_\_\_, 2003.

\_\_\_\_\_  
Notary Public  
My Commission Expire: \_\_\_\_\_

This Instrument Prepared By:  
Russell B. Turell, Esq.  
529 Treetop Ct.  
Aurora, Ohio 44202  
330 995-8663



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

J-8

TITLE/DESCRIPTION: AUTHORIZING THE GENERAL MANAGER/ SECRETARY TREASURER TO ENTER INTO THE FIRST AMENDMENT AND EXTENSION OF A LICENSE AGREEMENT WITH ARTHUR ROAD DEVELOPMENT COMPANY AND REGAL REALTY INVESTMENTS LIMITED PARTNERSHIP FOR A PORTION OF THE SOLON COMMONS SHOPPING CENTER FOR RTA CUSTOMER PARKING FOR A TERM OF THREE (3) YEARS AT NO COST.	Resolution No.: 2004-89
	Date: June 10, 2004 Initiator: Programming & Planning
ACTION REQUEST: xx Approval <input type="checkbox"/> Review/Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other _____	

- 1.0 PURPOSE/SCOPE: This Resolution amends and extends the original license with Arthur Road Development Corporation and Regal Realty Investments Limited Partnership (ARDC AND RRILP) entered into on June 12, 2000. RTA leases spaces at Solon Commons for use of RTA passengers. It allows ARDC to extend the term for 3 additional years until June 30, 2006. It also provides for the elimination of any fees for rent or operational expenses for the term of the lease. Until this point, RTA had been paying a monthly rent of \$520 with monthly operational expenses of \$200. RTA has not made any payments in 2004. RTA must, however, repair all pavement in the lot created by bus traffic. The License also provides either party with liberal cancellation provisions for this license of 30 days notice.
- 2.0 DESCRIPTION/JUSTIFICATION: A permanent Park-n-Ride Lot in Solon is part of the Long Range Plan. This parking lot serves as the interim lot to enable RTA to justify the ridership and capital expense of such an investment prior to its development. This lot serves this area of the County with direct bus service from Solon to downtown Cleveland. RTA and the City of Solon received an award for the interface of the Chamber of Commerce and RTA for employment mobility created by the location of this lot. The elimination of the rent expense makes this lot much more attractive and assists RTA in maintaining its countywide transit network.
- 3.0 PROCUREMENT BACKGROUND: Does not apply.
- 4.0 DBE/AFFIRMATIVE ACTION BACKGROUND: Does not apply.
- 5.0 POLICY IMPACT: This action is compliant with the Board of Trustees Real Estate Policy of May 21, 2002.
- 6.0 ECONOMIC IMPACT: The decrease of \$520 of rental payments and \$200 of operational expenses will eliminate a significant operational expense to the Authority. RTA will however, incur the capital cost necessary to repair the parking and roadway surfaces as result of bus traffic damage. RTA is liable to make those repairs in any circumstance. No cost estimate has been prepared for the capital cost of these repairs.
- 7.0 ALTERNATIVES: Do not pass the First Amendment and Extension of the License Agreement. RTA would have to remit back rent and remove itself from the premises immediately while being held responsible for all repairs to the lot.
- 8.0 RECOMMENDATION: Approve the First Amendment and Extension of License Agreement allowing RTA to continue to utilize the lot to operate this bus service from Solon Commons Shopping Center.

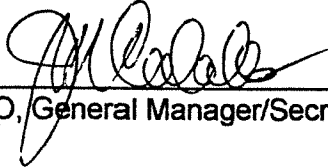
**Staff Summary And Comments**  
**Solon Commons License Agreement**

J-9

**Page 2**

9.0 ATTACHMENTS: None.

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



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CEO, General Manager/Secretary-Treasurer