

RESOLUTION NO. 2008-45

AUTHORIZING THE GENERAL MANAGER/SECRETARY-TREASURER TO ENTER INTO A LEASE AGREEMENT WITH NATIONAL CITY BANK TO USE A PORTION OF THE PURITAS RAPID TRANSIT STATION PROPERTY FOR A TERM OF FIVE (5) YEARS WITH TWO (2) OPTIONS OF ONE (1) YEAR EACH FOR A TOTAL OF SEVEN (7) YEARS

WHEREAS, the Greater Cleveland Regional Transit Authority owns the property at 4200 W. 150<sup>TH</sup> Street in Cleveland, Ohio commonly known as the Puritas Rapid Transit Station; and

WHEREAS, the adjacent property owner, National City Bank, has leased a portion of RTA's property at this site since 1995 for employee parking; and

WHEREAS, National City Bank wishes to renew the current lease with GCRTA which will expire on March 31, 2008; and

WHEREAS, the Authority does not need to utilize the leased parking area for station area improvements; and

WHEREAS, the Authority wishes to maximize the revenue from its real property assets.

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 enter into the attached lease agreement with National City Bank for 156 employee parking spaces at the Puritas Rapid Transit Station and to exercise options for renewal terms as permitted by the lease agreement, contingent upon FTA approval of the lease agreement.

Section 2: That the primary term shall be five (5) years with an option for two (2) additional renewal terms of one (1) year each.

Section 3: That the base rent for the first year of this lease is One Hundred and Twenty-Nine Thousand Six Hundred and Twenty dollars and Eighty-Eight cents (\$129,620.88). The base rent shall be adjusted by five percent (5%) compounded interest at the beginning of the third and fifth years of the lease, as well as at the beginning of each option year. The Rent Schedule will be: Year 1 = \$129,620.88; Year 2 = \$129,620.88; Year 3 = \$136,101.93; Year 4 = \$136,101.93; Year 5 = \$142,907.03. Option Year 1: \$150,052.39; Option Year 2: \$157,555.01.

Section 4. That National City Bank will be responsible for construction costs of a proposed new curb cut National City Bank has requested as well as on-going maintenance expenses of the parking lot in accordance with the maintenance specifications and schedule included in the lease terms.


Section 5. That National City Bank will be responsible for their share of any real property taxes or utilities charges as described in the lease terms under Additional Rents.

Section 6: That the General Manager/Secretary-Treasurer be, and is hereby authorized to enter into the Lease Agreement with National City Bank for use of the Greater Cleveland Regional Transit Authority property identified above in substantially the form of Attachment A hereto.

Section 7: That this resolution shall become effective immediately upon its adoption.

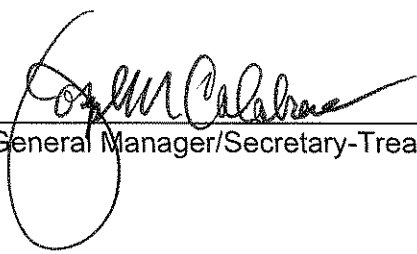
Attachments: Lease Agreement w/ Map

Adopted: March 18, 2008



\_\_\_\_\_  
President

Attest:



\_\_\_\_\_  
CEO, General Manager/Secretary-Treasurer

**GCRTA - NATIONAL CITY  
LEASE AGREEMENT  
FOR  
GCRTA PURITAS STATION  
PAVED PARKING LOT**

THIS AGREEMENT ("Agreement"), is made and entered into at Cleveland, Ohio, as of the 1st day of April 2008, by and between the Greater Cleveland Regional Transit Authority, a political subdivision of the State of Ohio ("Lessor") whose mailing address is 1240 West 6th Street, Cleveland, Ohio 44113-1331, and National City Bank, a national banking association, ("Lessee"), whose mailing address is 1900 East Ninth Street, Cleveland, Ohio, 44114.

WHEREAS, Lessor is the owner of certain realty consisting of a paved parking lot located adjacent to the Puritas Rapid Transit Station in Cleveland, Ohio; and

WHEREAS, Lessee desires to lease such realty from Lessor, and Lessor desires to lease such realty to Lessee.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and further good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**I. LEASED REALTY**

Lessor leases to Lessee and Lessee leases from Lessor, subject to the terms and conditions of this Agreement, the realty located adjacent to GCRTA's Puritas Rapid Transit Station parking lot at West 150<sup>th</sup> Street and designated on Exhibit "A" attached hereto and made a part hereof (the "Parking Lot").

**II. TERM**

This lease supersedes any prior agreements between the parties, including but not limited to a Lease Agreement signed by the parties on December 1, 2002.

The initial term of this Lease is five (5) years, with an option of two (2) additional renewal terms of one (1) year each. The initial term begins on the 1<sup>st</sup> day of April 2008, and ends on the 31<sup>st</sup> day of March 2013. This Lease will automatically extend for the one (1) year renewal terms at the conclusion of the initial term, each additional term will begin April 1<sup>st</sup> and end March 31<sup>st</sup> of each subsequent year, the last of which will be March 31, 2015, unless either party has provided the other party with at least sixty (60) days prior written notice of intent to terminate the lease at the conclusion of the then-current term. Each renewal term will be governed by the same terms and conditions as

the initial term, except for any base rent adjustment as provided below. In no event will this Lease extend beyond the second (2<sup>nd</sup>) renewal term.

Notwithstanding the above, either party may cancel this Lease at any time upon ninety (90) days written notice to the other party.

### III. RENT

#### A. Base Rent

The Base Rent for the first year of this Lease is One Hundred and Twenty-Nine Thousand Six Hundred and Twenty dollars and Eighty-Eight cents (\$129,620.88). Lessee must pay Lessor twelve (12) consecutive monthly rental installments of \$10,801.74 each on or before the first day of each month during the initial year of this Lease. Payment in subsequent years of the first term will be that determined according to the Base Rent adjustment described in paragraph IV below. The monthly Base Rent will be paid in advance at the address specified below for Lessor, without prior demand and without any abatement, deduction or setoff. If the commencement date or expiration date occurs on a day other than the first or last day of a calendar month, then the monthly rent for the fractional month will be prorated on a daily basis using 365 days as the standard one-year term for the Lease and each subsequent renewal term.

#### B. Additional Rent

The realty is not presently subject to realty taxes, but if it becomes subject to realty taxes as the result of this Lease, Lessee shall pay such taxes as Additional Rent for the term of this Lease as they become due and payable. "Additional Rent" includes all monetary obligations, other than Base Rent, owed by Lessee and arising out of this Lease, the occupancy of the realty, or the exercise of rights or privileges derived from this Lease.

#### C. Late Payment

If Lessee fails to pay any Base Rent or Additional Rent on the date it is due and payable, such unpaid amounts will be subject to a late payment charge equal to ten percent (10%) of such amounts compounded daily. This late payment charge is intended to compensate Lessor for its additional administrative costs resulting from Lessee's failure, and has been agreed upon by Lessor and Lessee, after negotiation, as a reasonable estimate of the additional administrative costs which will be incurred by Lessor as a result of Lessee's failure. The actual cost in each instance is extremely difficult, if not impossible, to determine. The late payment charge will constitute liquidated damages and will be paid to Lessor together with such unpaid amounts. The payment of this late payment charge will not constitute a waiver by Lessor of any default by Lessee under this Lease. Lessee will pay legal interest to Lessor on past due

amounts from the date on which they are due until the date on which they are paid in full with interest.

#### **IV. BASE RENT ADJUSTMENT**

The Base Rent shall be adjusted at the beginning of both the third year and the fifth year of this Lease using a cumulative factor of five percent (5%) compounded interest. This new cumulative Base Rent is to be paid starting at the beginning of each lease year that rent is adjusted. Rent shall be adjusted in each option year using a cumulative factor of three percent (3%) compounded interest. In no event will the yearly Base Rent of the initial year or any subsequent years be reduced.

#### **V. USE; NON-ASSIGNABILITY**

The Parking Lot will be used by Lessee as a parking lot for vehicles owned by persons working at or visiting Lessee's business offices located next to the Parking Lot, and will not be used for any other purpose without the prior written consent of Lessor.

Lessee may not assign this Lease or sublet any part of the Parking Lot without prior written consent of the Lessor. Any assignment or subletting of the Leased property without the Lessor's written consent will be considered a breach of the terms of this agreement which could result in the immediate termination of this agreement and damages due to the Lessor.

Lessee will recommend, encourage and facilitate its employees and visitors to use Lessor's public transportation services through a variety of incentive programs developed by Lessor.

#### **VI. CONDITION AND MAINTENANCE OF REALTY**

**LESSEE ACCEPTS THE PARKING LOT IN AN "AS IS" CONDITION WITHOUT WARRANTIES BY LESSOR OF ANY KIND OR NATURE, EXPRESS OR IMPLIED.**

Lessee agrees to maintain the Parking Lot in good repair at all times, and will operate the Parking Lot in compliance with all applicable federal and state laws and municipal ordinances. Lessee will keep and maintain the Parking Lot in a clean condition; will not permit any noxious odors or hazards, or toxic or dangerous substances to be placed on the Parking Lot by Lessee and its employees and agents. Lessee shall indemnify and save Lessor harmless from and against any clean-up costs, remedial or restoration work, claims, judgments, damages, penalties, fines, costs, liabilities or losses, including limitation, diminution in value of the realty, damages for the loss or restriction on use of any part of the realty, and attorneys', consultants' and experts' fees, which arise during or after the term of this Lease to the extent caused by

any hazardous or toxic substances being generated or disposed of in or on, or brought to, the realty by Lessee or Lessee's agents, officers, or employees. Lessee will return the Parking Lot to Lessor at the end of the term in the same condition as when received, except for reasonable wear and tear. Lessee will maintain the landscaping, lighting, snow plowing, drain cleaning, and other necessary maintenance upon the Parking Lot. Lessee will maintain fencing upon the Parking Lot, which conforms in appearance to the fencing presently located upon Lessor's adjacent realty. Lessee will not make any changes to the Parking Lot without the prior written consent of Lessor. Any changes, including fencing, will at the option of Lessor be removed or remain a part of the Parking Lot at the end of the term of this Lease.

Anything above to the contrary notwithstanding, necessary maintenance upon the Parking Lot by Lessee shall at a minimum include, but shall not be limited to:

**In the first year of the lease term (2008)**

ENTIRE PARKING LOT:

**Step One:** Clean and crack fill all cracks, pavement /curb joints with hot-applied material meeting the American Society for Testing and Materials (ASTM) specification D6690-07.

**Step Two:** Seal with two (2) coats of coal-tar sealant meeting Federal specification RP-355E "forty-seven percent (47%) minimum solids content at application" with sand added for traction.

**Step Three:** Restripe with alkyd yellow paint according to the Ohio Department of Transportation (ODOT) 641.

**In the fourth year of the lease term (2011)**

SECTION OF PARKING LOT THAT WAS CONSTRUCTED IN 1995:

**Step One:** Mill approximately one and one-fourth inch (1.25") from the surface.

**Step Two:** Place tack coat meeting ODOT 407.

**Step Three:** Place one and one-fourth inch (1.25") surface course asphalt meeting ODOT 446.

**Step Four:** Restripe with alkyd yellow paint according to ODOT 641.

SECTION OF PARKING LOT THAT WAS CONSTRUCTED IN 2002:

**Step One:** Clean and crack fill all cracks, pavement /curb joints with hot-applied material meeting the American Society for Testing and Materials (ASTM) specification D6690-07.

**Step Two:** Seal with two (2) coats of coal-tar sealant meeting Federal specification RP-355E "forty-seven percent (47%) minimum solids content at application" with sand added for traction.

**Step Three:** Restripe with alkyd yellow paint according to the Ohio Department of Transportation (ODOT) 641.

**In the second option year of the lease (2014)**

**ENTIRE PARKING LOT:**

**Step One:** Clean and crack fill all cracks, pavement /curb joints with hot-applied material meeting the American Society for Testing and Materials (ASTM) specification D6690-07.

**Step Two:** Seal with two (2) coats of coal-tar sealant meeting Federal specification RP-355E "forty-seven percent (47%) minimum solids content at application" with sand added for traction.

**Step Three:** Restripe with alkyd yellow paint according to the Ohio Department of Transportation (ODOT) 641.

All construction plans and materials must be submitted to GCRTA for approval prior to commencement of work. Lessor shall notify Lessee on schedule for performing work.

The provisions of this section VI shall survive the early termination or expiration of this Lease.

**VII. ACCESS; SECURITY**

**A. Egress and Ingress**

Lessor agrees to allow the Lessee the use of the Puritas Rapid Transit Station access roadway for egress and ingress to the leased parking area. Lessor agrees to assist Lessee with attaining the necessary approvals from the Ohio Department of Transportation ("ODOT") to construct, at Lessee sole cost and expense, a new curb cut and access drive to the Parking Lot. Should ODOT deny Lessee permission to construct a new access drive on ODOT owned property, Lessor shall assist Lessee with determining another location for a new curb cut on property owned by Lessor that does

not interfere with the planned renovation of the Puritas Rapid Transit Station. The cost of construction and maintenance of the new access drive shall be borne solely by the Lessee.

B. Right of Access

Lessor reserves an optional right of access to the Parking Lot for its invitees' parking of vehicles during weekdays, evenings and weekends, which option can be exercised by Lessor giving at least seventy-two (72) hours advance notice to Lessee. Lessee's fence will have a gate on the south or east side of the Parking Lot for access by Lessor's invitees and another gate on the north side of the Parking Lot for access by Lessee's invitees. Lessee will keep the south or east gate locked during periods when the Parking Lot is being used by its invitees and the north gate locked during periods when the Parking Lot is being used by Lessor's invitees. Each party will post a sign near its access gate informing users of the Parking Lot of the period during which its gate will be locked.

C. Security

Lessor is responsible for security of the Parking Lot during the periods it has given notice to Lessee that it is exercising its option of use, and Lessee is responsible for security of the Parking Lot at all other times.

**VIII. INDEMNIFICATION AND INSURANCE**

A. Indemnification

Lessee will indemnify Lessor, its agents, and employees against, and hold Lessor, its agents, and employees harmless from, any and all demands, claims, causes of action, fines, penalties, damages, losses, liabilities, judgments, and expenses (including, without limitation, reasonable attorneys' fees and court costs) incurred in connection with or arising from: (a) the use or occupancy of the Parking Lot by Lessee or any person claiming under Lessee; (b) any activity, work, or thing done, or permitted or suffered by Lessee in or about the Parking Lot; (c) any acts, omissions, or negligence of Lessee or any person claiming under Lessee, or the agents, employees of Lessee or any such person; (d) any breach, violation, or nonperformance by Lessee or any person claiming under Lessee of any term, covenant, or provision of this lease or any law, ordinance, or governmental requirement of any kind. Lessor will defend and hold harmless Lessee, its agents, and employees from, any and all demands, claims, causes of action, fines, penalties, damages, losses, liabilities, judgments, and expenses incurred in connection with or arising from: (a) the use or occupancy of the Parking Lot by Lessor during periods of actual use of the Parking Lot; (b) any activity, work, or thing done, or permitted or suffered by Lessor in or about the Parking Lot during periods of actual use of the Parking Lot; (c) any acts, omissions, or negligence of Lessor during



periods of actual use of the Parking Lot, or the, agents, employees of Lessor during periods of actual use of the Parking Lot; and (d) any breach, violation, or nonperformance by Lessor of any term, covenant, or provision of this lease or any law, ordinance, or governmental requirement of any kind. If any action or proceeding is brought against either party, its employees, or agents by reason of any such claim, the responsible party, upon notice from the other party, will defend the claim at the responsible party's expense with counsel reasonably satisfactory to the other party. In addition, Lessee will defend Lessor against any claim where Lessor is being held vicariously liable due to any act, omission, or negligence of Tenant's contractors, invitees or visitors).

#### B. Insurance

Each party shall purchase and maintain from the date of commencement of the lease until the date of expiration the following minimum insurance coverages. Further, Lessee agrees to utilize the insurance requirements contained in attachment "B" with regard to any contractors that are utilized to perform any of the work described elsewhere in this lease, including construction of an additional driveway and curb cut, paving, fencing, or other roadway work.

Commercial General Liability Insurance (CGL) in the amount of \$5,000,000 combined single limit each occurrence for bodily injury and/or property damage with a \$5,000,000 annual aggregate. Said policy shall also include:

- Premises / Operations coverage
- Personal Injury coverage
- Contractual liability coverage insuring the "hold harmless" provision set forth in Section VIII. hereof.

Said policy shall be written on an "occurrence" basis.

Any combination of primary CGL and Excess or Umbrella policies will be acceptable to meet the minimum coverage requirements above.

- a. Automobile Liability Insurance in the amount of \$2,000,000 combined single limit each accident for bodily injury and/or property damage. Said policy shall apply to all owned, leased, hired, and non-owned vehicles.
- b. Workers' Compensation coverage in compliance with all applicable state workers' compensation laws to cover that party's employees furnishing labor in conjunction with the property that is the subject of this lease. Employers' Liability coverage in the amount of \$1,000,000 per accident / \$1,000,000 per employee for disease will also be included, either under the Workers'

Compensation policy or under the Commercial General Liability policy (Stop Gap) referenced under a. above. In Ohio: each party shall provide a copy of a certificate of premium payment from the Industrial Commission and Bureau of Workers' Compensation, or a copy of the Certificate of Employer's Right to Pay Compensation Directly.

- c. General Requirements: Each party shall furnish to the other party evidence of such insurance in the form of a certificate (or similar form). The certificate (or similar form) shall provide the following:
- In the event the insurance should be cancelled, such cancellation shall not be effective until 30 days after the other party has received written notice of such cancellation from the insurance company.
  - Name the other party as an additional insured for coverages required under a. above, for claims arising out of the Lease Agreement.
  - Contain a waiver of subrogation in favor of the other party.
  - Shall be primary and non-contributing to any insurance possessed or procured by the other party and any self-insurance program maintained by the other party.

An insurance company having less than an A- VII rating by The A. M. Best Company will not be considered acceptable.

- d. Notwithstanding the foregoing, each party may self-insure its worker's compensation insurance if that party is permitted to self-insure such insurance under applicable state law, and may self-insure any or all of the other insurance required above as long as that party maintains a minimum net worth of \$100 million. In addition, each party has indicated to the other party that it does currently self-insure all of the insurance required above and plans to continue such practice through out the term of this Lease.
- e. In the event Lessee neglects, refuses or fails to provide the insurance required under the Lease Agreement, or if such insurance is canceled for any reason, the Lessor shall have the right but not the duty to procure the same, and cost thereof shall be for the account of Lessee.

## **IX. GOVERNING LAW; NOTICES**

This Agreement is governed by, construed and enforced in accordance with the laws of the State of Ohio. Any notice concerning this Agreement must be in writing and will be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party set forth below:

If to Lessor: Greater Cleveland Regional Transit Authority  
Attention: Property Manager  
1240 West 6<sup>th</sup> Street  
Cleveland, Ohio 44113-1331

If to Lessee: National City Bank  
Attention: Robert Harvanec  
Corporate Real Estate Services  
Locator Number 01-2154  
P.O. Box 5756

Cleveland, Ohio 44101-0756

**X. ENTIRE AGREEMENT; MODIFICATION**

This Agreement constitutes the entire agreement between the parties and any prior understanding or representation of any kind before the date of this Agreement will not be binding upon either party, except to the extent incorporated in this Agreement. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement will be binding only if evidenced in writing, signed by each party.

***IN WITNESS WHEREOF***, each party to this Agreement has executed it at Cleveland, Ohio, on the dates indicated below.

WITNESSES:

Lessor: **GREATER CLEVELAND REGIONAL  
TRANSIT AUTHORITY**  
1240 West 6<sup>th</sup> Street  
Cleveland, Ohio 44113-1331

\_\_\_\_\_  
\_\_\_\_\_

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

Date: \_\_\_\_\_, 2008

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

\_\_\_\_\_  
Sheryl King Benford, General Counsel

Deputy General Manager for Legal Affairs

1900 East Ninth Street  
Cleveland, Ohio 44114

Lessee: **NATIONAL CITY BANK**

Cleveland, Ohio 44101-0756

WITNESSES:

Reema Abuzghezel  
Robert C. Harman

By: Alex G. Sculli  
Alex G. Sculli  
Executive Vice President

Date: March 11, 2008

STATE OF OHIO            )  
  ) SS.  
CUYAHOGA COUNTY        )

BEFORE ME, a notary public in and for said County and State, came the Greater Cleveland Regional Transit Authority, a body politic, by Joseph A. Calabrese, CEO and General Manager/Secretary-Treasurer, who acknowledged that he did execute the foregoing instrument, on behalf of said Authority; that the same is his free act and deed, individually and as such officer; and the free act and deed of the Authority.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and official seal at Cleveland, Ohio, this \_\_\_\_\_ day of March, 2008.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF OHIO            )  
  ) SS.  
CUYAHOGA COUNTY        )

BEFORE ME, a notary public in and for said County and State, came Alex G. Sciulli, its Vice President, who acknowledged that he did execute the foregoing instrument, on behalf of said Corporation or other corporate entity; that the same is his free act and deed, individually and as such officer; and the free act and deed of the Corporation or other corporate entity.

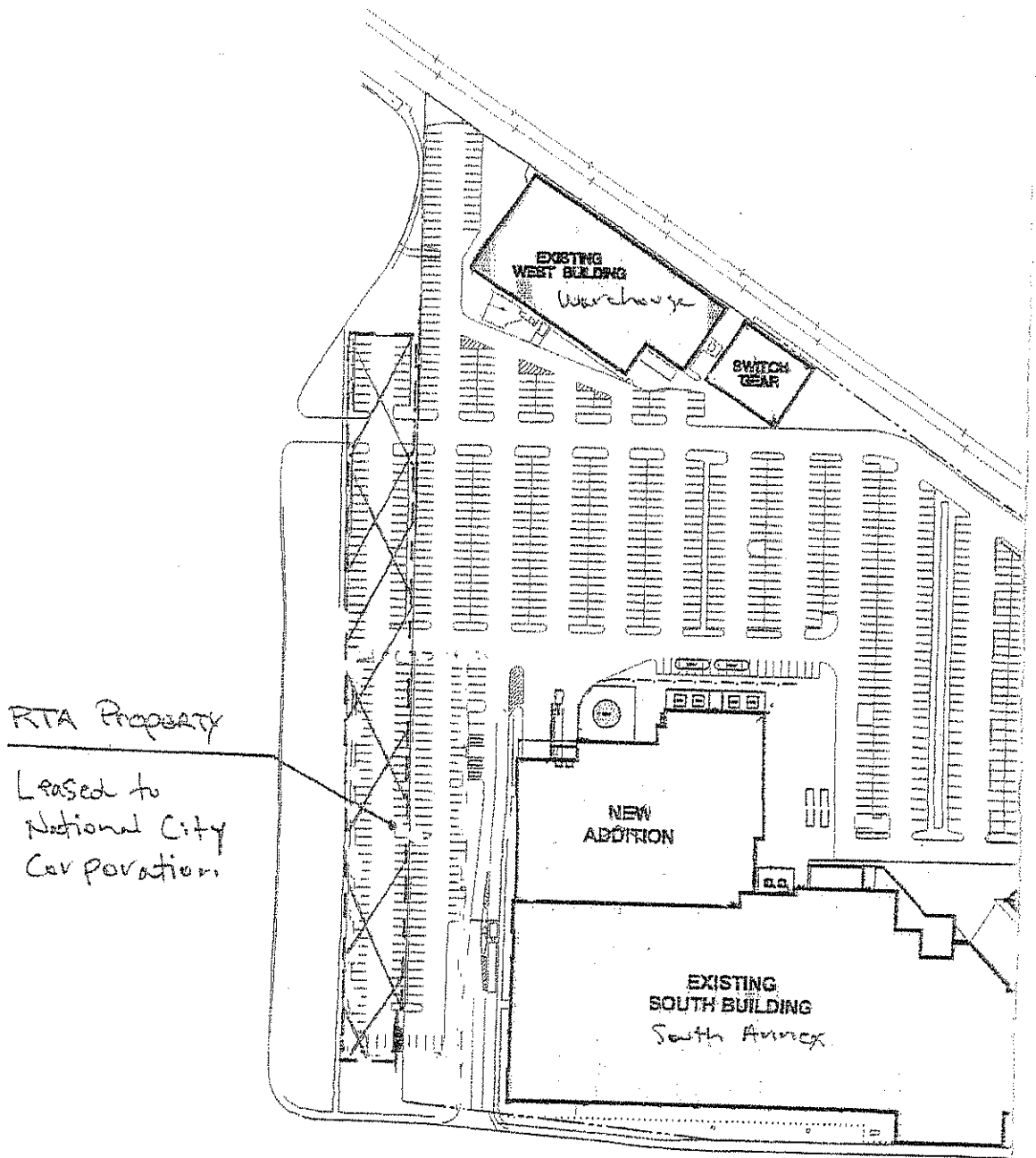
**IN TESTIMONY WHEREOF**, I have hereunto set my hand and official seal at Cleveland, Ohio, this 11<sup>th</sup> day of March, 2008.

Reema Abughazaleh  
NOTARY PUBLIC



REEMA ABUGHAZALEH, NOTARY PUBLIC  
State of Ohio, Cuyahoga Cty.  
My Commission Expires Aug. 1, 2010

EXHIBIT A



**National City**

DATA CENTER EXPANSION  
WEST 150TH STREET  
CLEVELAND, OHIO

## ATTACHMENT "B"

The Contractor shall purchase and maintain from the date of commencement of the work until the date such work is completed the following minimum insurance coverages. Such insurance shall protect the contractor from claims which may arise out of or result from the Contractor's operations under the Contract and for which the contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone employed directly or indirectly by any of them, or by anyone for whose acts any of them may be liable.

a. Commercial General Liability Insurance (CGL) in the amount of \$5,000,000 combined single limit each occurrence for bodily injury and/or property damage with a \$5,000,000 per project annual aggregate. Said policy shall also include:

- Premises / Operations coverage
- Personal Injury coverage
- Products / Completed Operations liability insurance.
- Contractual liability coverage insuring the "hold harmless" provision set forth in the contract.
- Liability for explosion, collapse and underground property damage

Said policy shall be written on an "occurrence" basis.

b. Automobile Liability Insurance in the amount of \$2,000,000 combined single limit each accident for bodily injury and /or property damage. Said policy shall apply to all owned, leased, hired and non-owned vehicles used in connection with the work.

c. Statutory Workers' Compensation coverage in compliance with all applicable state workers' compensation laws to cover all employees furnishing labor under the terms of this contract and under the control of the Contractor. Employers' Liability coverage in the amount of \$1,000,000 per accident / \$1,000,000 per employee for disease will also be included, either under the Workers' Compensation policy or under the Commercial General Liability policy (Stop Gap) referenced under a. above. In Ohio: a copy of a certificate of premium payment from the Industrial commission and Bureau of Workers' Compensation, or a copy of the Certificate of Employer's Right to Pay Compensation Directly.

d. General Requirements: The contractor shall not commence work herein until it has obtained the required insurance as stated in a and b above and has furnished evidence of such insurance to each party. One certificate shall be issued to National City Bank and name National City Bank as an additional insured; the second shall be issued to The Greater Cleveland Regional Transit Authority and name GCRTA as an additional insured as required below. The certificates shall be mailed to the person named on the contact sheet for this lease, to each entity respectively. The certificates shall provide the following:

- In the event the insurance should be cancelled, such cancellation shall not be effective until 30 days after National City Bank has received written notice of such cancellation from the insurance company.
- Name the National City Bank and the Greater Cleveland Regional Transit Authority (GCRTA) as additional insureds for coverages required under a. and b. above, for claims arising out of operations in conjunction with the Lease.
- Contain a waiver of subrogation in favor of the National City Bank and GCRTA.
- Specific reference to all deductibles & Self Insured Retentions (SIR).
- Shall be primary and non-contributing to any insurance possessed or procured by National City Bank or GCRTA and any self-insurance program maintained by National City Bank or GCRTA.

An insurance company having less than an A- VII rating by The A. M. Best Company will not be considered acceptable. All certificates are subject to acceptance by National City Bank.

e. In the event Contractor neglects, refuses or fails to provide the insurance required under the Contract documents, or if such insurance is canceled for any reason, National City Bank shall have the right but not the duty to procure the same, and cost thereof shall be deducted from moneys then due or thereafter to become due to Contractor.





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

<b>TITLE/DESCRIPTION:</b> AUTHORIZING THE GENERAL MANAGER/SECRETARY-TREASURER TO ENTER INTO A LEASE AGREEMENT WITH NATIONAL CITY BANK TO USE A PORTION OF THE PURITAS RAPID TRANSIT STATION PROPERTY FOR A TERM OF FIVE (5) YEARS WITH TWO (2) OPTIONS OF ONE (1) YEAR EACH FOR A TOTAL OF SEVEN (7) YEARS	<b>Resolution No.:</b> 2008-45
	<b>Date:</b> March 13, 2008
	<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:** National City Bank presently leases 156 parking spaces from GCRTA at the Puritas Rapid Transit Station. The current lease expires on March 31, 2008. National City Bank wishes to renew its lease with GCRTA. Lease terms include the maintenance of the parking lot according to the specifications and schedule contained in the lease.
- 2.0 **DESCRIPTION/JUSTIFICATION:** GCRTA does not fully utilize this distant parking area at this location. GCRTA has no current plans to use this area for parking and will generate revenue to the Authority by renewing this lease agreement. Base rent is \$129,620.88 per year with base rent adjustments in years three, five and each of the two one-year renewal periods. The Puritas Rapid Transit Station is scheduled for rehabilitation and the new design does not call for the use of the land that is leased to National City Bank. National City Bank is a good tenant and has shown that they maintain the parking area in good condition and lease payments are made when due. National City Bank encourages their employees to utilize GCRTA's Puritas Rapid Transit Station.
- 3.0 **PROCUREMENT BACKGROUND:** Not Applicable
- 4.0 **DBE/AFFIRMATIVE ACTION BACKGROUND:** Not Applicable
- 5.0 **POLICY IMPACT:** This action is compliant with the Board of Trustees Real Estate Policy that specifies the Board of Trustees must approve all agreements in excess of \$25,000.
- 6.0 **ECONOMIC IMPACT:** Renewing this lease allows GCRTA to gain revenue from underutilized real estate. The lease will provide additional revenue the Authority.
- 7.0 **ALTERNATIVES:** Allow the existing lease with National City Bank to expire.
- 8.0 **RECOMMENDATION:** Staff recommends that the Board of Trustees approve the resolution to authorize leasing this property to National City Bank.
- 9.0 **ATTACHMENTS:** Lease Agreement with National City Bank (Attachment A).

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

\_\_\_\_\_  
CEO, General Manager/Secretary-Treasurer