

RESOLUTION NO. 2015-35

AUTHORIZING THE GENERAL MANAGER/SECRETARY-TREASURER TO ENTER INTO A NO-COST LICENSE AGREEMENT WITH FISE LLC, AN OHIO LIMITED LIABILITY COMPANY TO PLACE A BUS SHELTER ON ITS PROPERTY LOCATED AT 1876 WARRENSVILLE CENTER ROAD, SOUTH EUCLID, OHIO 44121 FOR A TERM OF FIVE (5) YEARS WITH AUTOMATIC YEARLY RENEWALS THEREAFTER

WHEREAS, FISE LLC ("FISE") owns property at 1876 Warrensville Center Road, South Euclid, Ohio commonly known as part of Cuyahoga County Parcel 704-27-003; and

WHEREAS, the Greater Cleveland Regional Transit Authority ("GCRTA") wishes to place a bus shelter on the Premises to better serve GCRTA customers; and

WHEREAS, FISE is willing to enter into a license agreement to allow GCRTA to install a bus shelter on the Premises.

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 a license agreement with FISE, LLC for the purpose of installing and maintaining a bus shelter at 1876 Warrensville Center Road, South Euclid, Ohio commonly known as part of Cuyahoga County Parcel 704-27-003 on the Premises and for incidental purposes related thereto.

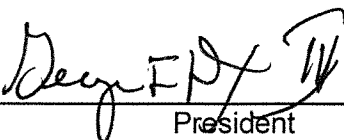
Section 2. That the license agreement term shall be five (5) years, which shall automatically renew thereafter on a year-to-year basis unless either party terminates the agreement with ninety (90) days prior written notice.

Section 3. That the annual rent for each year shall be zero dollars (\$0.00).

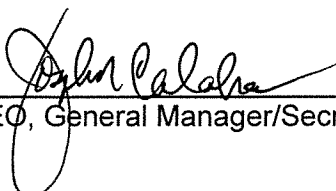
Section 4. That the General Manager/Secretary-Treasurer be, and is hereby authorized to enter into the license agreement and to allow the agreement to renew on a year-to-year basis after the initial term.

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

Adopted: March 24, 2015



President

Attest: 

CEO, General Manager/Secretary-Treasurer

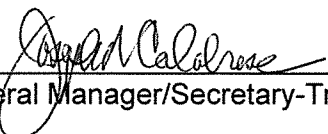


Greater Cleveland Regional Transit Authority
STAFF SUMMARY AND COMMENTS

TITLE/DESCRIPTION:	Resolution No.: 2015-35
CONTRACT: LICENSE AGREEMENT FOR BUS SHELTER AT 1876 WARRENSVILLE CENTER ROAD, SOUTH EUCLID, OH	Date: March 19, 2015
VENDOR: FISE LLC, AN OHIO LIMITED LIABILITY COMPANY	Initiator: Programming and Planning
AMOUNT: \$0.00/YEAR	
ACTION REQUEST: X Approval <input type="checkbox"/> Review/Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other _____	

- 1.0 PURPOSE/SCOPE: This action will authorize the General Manager/Secretary-Treasurer to enter into a License Agreement for construction of a bus shelter on land owned by FISE, LLC located in South Euclid, OH, for a period of five (5) years with automatic yearly renewals thereafter.
- 2.0 DESCRIPTION/JUSTIFICATION: The bus shelter is being installed by RTA to better serve RTA customers who will be working at and frequenting the Walmart anchored center and those utilizing the number 41 and 41F buses.
- 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 Procedures that specify the Board of Trustees must approve all license agreements with a term greater than three (3) years.
- 6.0 ECONOMIC IMPACT: None. This is a no-cost license agreement.
- 7.0 ALTERNATIVES: Not approve. GCRTA can continue to stop at this location without a shelter.
- 8.0 RECOMMENDATION: Staff recommends that the Board of Trustees approve the resolution to authorize entering into a license agreement and placement of a bus shelter at this location.
- 9.0 ATTACHMENTS: License agreement

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



CEO, General Manager/Secretary-Treasurer

BUS SHELTER LICENSE AGREEMENT

This Agreement ("**Agreement**") made and entered into on the date(s) specified below, by and between **FISE LLC**, an Ohio limited liability company ("**Licensor**") with a business mailing address of The Offices at Legacy Village, 25333 Cedar Road, Suite 300, Lyndhurst, Ohio 44124, and the **GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY**, a political subdivision of the State of Ohio ("**Licensee**"), with a business mailing address of 1240 West 6th Street, Cleveland, OH 44113.

WHEREAS, Licensor is the owner of the realty identified on **Exhibit "A"** attached hereto and made a part hereof; and

WHEREAS, it is to the mutual benefit of the parties for Licensee to use that certain area of Licensor's realty located and identified on **Exhibit "A"** for a bus shelter; and

WHEREAS, Licensee's passengers and Licensor's invitees also will mutually benefit from the installation of a bus shelter and the use thereof.

NOW, THEREFORE, in consideration of the mutual benefits received by each party, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

I. GRANT OF LICENSE

Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee (i) an irrevocable license coupled with an interest to use that certain area within Licensor's realty located and identified on **Exhibit "A"** as the "GCRTA Shelter Location" (the "**Licensed Premises**") for purposes of the operation of a bus shelter, and (ii) the rights of ingress and egress for the installation, use and maintenance of a bus shelter. The bus shelter is the property of Licensee, and Licensor has no property rights to such bus shelter, nor does Licensee have property rights to the land located around and below the bus shelter.

II. LIMITATION TO DESCRIBED PURPOSE

The Licensed Premises may be used by Licensee solely for purposes of a bus shelter for bus passengers, and for incidental purposes related to such purpose, during the term of this Agreement.

III. CONSIDERATION

Licensor and Licensee acknowledge that they will mutually benefit from the bus shelter, and also that Licensor's invitees and Licensee's passengers will benefit from such bus shelter. Licensor, at its sole expense, agrees to pour the concrete pad needed for the shelter. Licensee, at its sole expense, agrees to construct and install the bus shelter, and maintain both the bus shelter and the concrete pad during the term of this Agreement. Such mutual benefits and expense constitute the consideration for this Agreement.

IV. TERM

Licensee agrees to construct, install, operate and maintain such bus shelter upon the Licensed Premises for a period of five (5) years from the date of execution hereof, subject to automatic renewal on a year-to-year basis; provided, however, that, after the initial five (5) year term, either party may terminate this Agreement with ninety (90) days prior written notice. Upon the termination of this Agreement, Licensee shall (i) surrender the Licensed Premises to Licensor in as good condition and repair as the date possession was given (ordinary wear and tear only excepted); and (ii) remove the bus shelter and any and all other item related thereto, and repair all damage caused by such removal to the Licensed Premises, the land below the bus shelter and/or the land surrounding the bus shelter (if applicable).

V. INDEMNIFICATION

Licensee's liability is governed by the provisions of the Ohio Revised Code, Chapter 2744 and other laws of Ohio. In accordance with those laws, the Licensee shall defend and hold harmless Licensor for Licensee's negligent use or intentional misconduct of the Licensed Premises that may result in damage, liability or expense caused to the Licensed Premises by the Licensee's negligence or intentional misconduct and for injury to persons or property caused by the Licensee's negligent use or intentional misconduct of the Licensed Premises. Licensor agrees that the Licensee shall not be liable to it for normal wear and tear caused to the Licensed Premises as a result of the Licensee's use thereof, and Licensor agrees to indemnify and hold the Licensee harmless from and against any and all damage, liability, or expense to persons or property caused by Licensor's maintenance of the Licensed Premises.

Licensee agrees to maintain insurance suitable to cover the liabilities assumed in the foregoing indemnification clause including commercial general liability and auto liability insurance as well as Workers' Compensation insurance coverage for its employees. Self-insurance is permitted.

Licensee shall maintain, repair and replace any improvements constructed on the Licensed Property by Licensee as provided in this Agreement at Licensee's sole cost and expense; provided, however, that if any replacement is required, Licensee shall provide prior written notice to Licensor and in no event shall any such work affect the traffic flow or any tenants within the shopping center. Licensor shall maintain, repair and replace any improvement constructed on the Licensed Property by Licensor, if any, at Licensor's sole cost and expense.

VI. GOVERNING LAW

It is understood and agreed that this License Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Ohio, courts of Cuyahoga County.

VII. NOTICES

Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by (i) any nationally recognized receipted overnight courier, or (ii) certified or registered mail, if sent to the respective address of each party as set forth below.

VIII. ENTIRE AGREEMENT

This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party, except to the extent incorporated in this Agreement.

IX. MODIFICATION OF AGREEMENT

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing, signed by each party.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGES FOLLOW]

IN WITNESS THEREOF, each party to this agreement has caused it to be executed at Cleveland, Ohio, on the date(s) indicated below.

Licensors: **FISE LLC**,
an Ohio limited liability company
The Offices at Legacy Village
25333 Cedar Road, Suite 300
Lyndhurst, Ohio 44124

Witnesses:

Print Name: _____

By: _____
Its: _____
Date: _____

Print Name: _____

Licensee: **Greater Cleveland Regional
Transit Authority**
a political subdivision of the State of Ohio
1240 West 6th Street
Cleveland, Ohio 44113-1331

Witnesses:

Print Name: _____

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

Print Name: _____

Date: _____

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

Deputy General Manager-Legal Affairs

EXHIBIT "A"

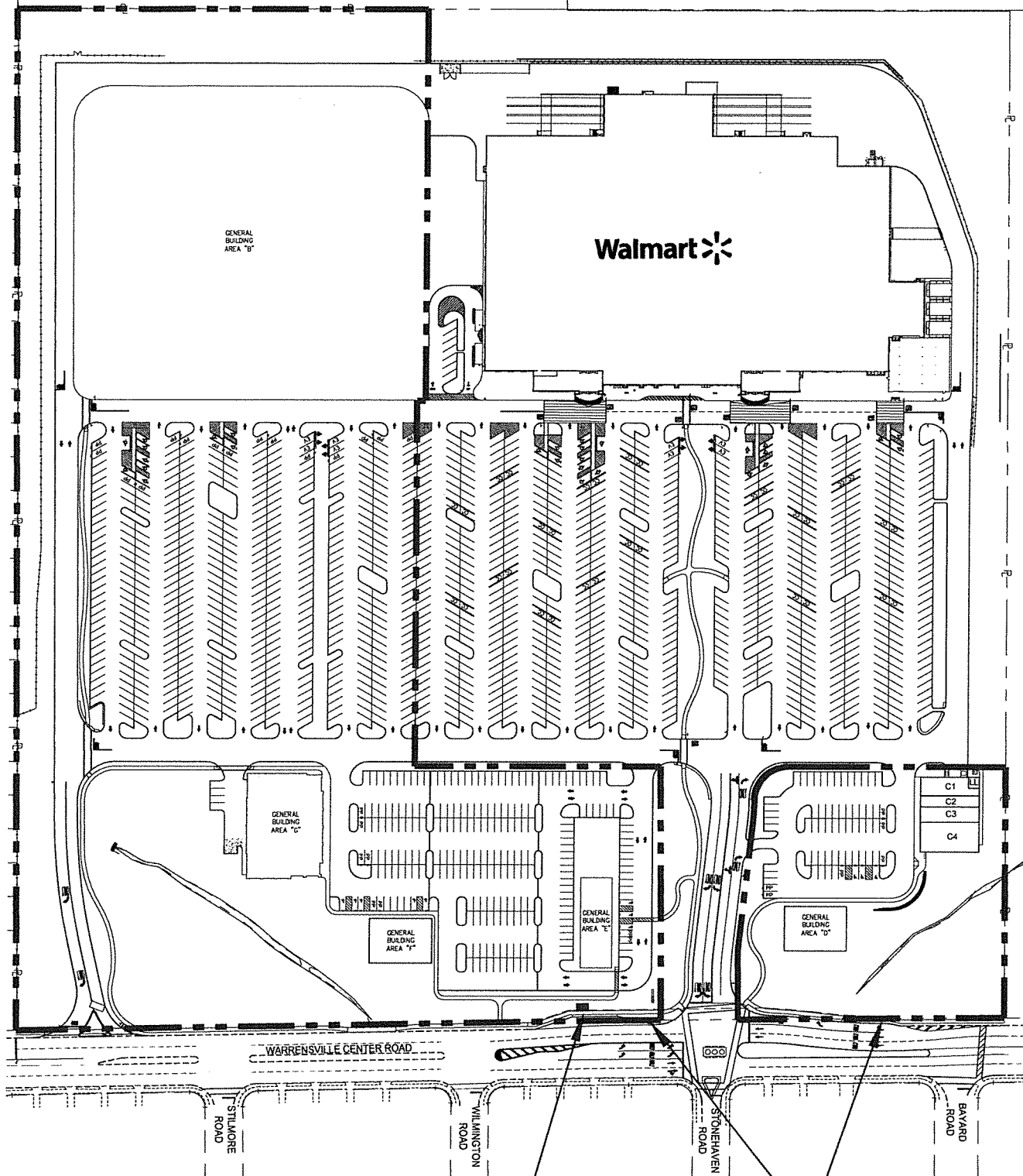
Subject Realty: Certain portion of Licensor's property at 1876 Warrensville Center Road,
South Euclid, Ohio 44121, as depicted on the attached graphic

A bus shelter shall be located in the area identified as
"GCRTA Shelter Location" as shown on the attached graphic.

[GRAPHIC SHOWING LOCATION OF BUS SHELTER TO BE PROVIDED]

EXHIBIT "A"

(OAKWOOD COMMONS SHOPPING CENTER, SOUTH EUCLID, OHIO)



GCRTA SHELTER LOCATION

OWNER'S REALTY