

11/09/87

OHIO TURNPIKE COMMISSION

Resolution Authorizing Lease of Real Estate

WHEREAS, the Commission acquired, in the name of the State of Ohio, a certain parcel of real estate on which was located a portion of original Interchange #10 until such interchange was relocated in November 1966;

WHEREAS, the Commission, the Greater Cleveland Regional Transit Authority ("GCRTA"); the Ohio Department of Transportation ("ODOT"); and the City of Strongsville ("Strongsville") propose to enter into an agreement whereby the Commission will lease the parcel of real estate aforesaid to GCRTA and GCRTA and Strongsville will construct thereon a "Park and Ride" facility with related structures so as to provide a central parking location for users of the GCRTA, a drawing and legal description of which is attached as Exhibit "A";

WHEREAS, the lease agreement between the parties, a draft of which is before the Commission, provides that the property is to be leased for a period of forty (40) years, and further provides that the air rights of said real estate are reserved to the Commission for the construction of any facility authorized under Chapter 5537 of the Revised Code; that the "Park and Ride" facility will be so constructed and utilized so as to permit the use of the parking facilities by patrons or other users of any hotel or other structure authorized by the Commission on the subject real estate or adjacent real estate;

WHEREAS, the Commission is authorized by Section 5.08 (iii) of the Trust Agreement with AmeriTrust Company National Association dated September 1, 1984, to enter into the lease agreement which is the subject of this resolution provided the Commission finds and declares that such real estate is not needed or serves no useful purpose in connection with the maintenance and operation of the Turnpike providing that the consulting engineers concur in such findings and declaration;

WHEREAS, the Commission has been advised that its consulting engineers, the J. E. Greiner Co. - Ohio, has determined that the parcel of real estate which is the subject of this resolution, is no longer needed or serves no useful purpose in connection with the maintenance and operation of the Turnpike;

NOW, THEREFORE, BE IT

RESOLVED that the Commission duly and fully considered the matter and hereby determines that the real estate, which is described in Exhibit "A," is no longer needed or serves no useful purpose in connection with the maintenance and operation of the Turnpike; and

FURTHER RESOLVED that the Commission deems it proper and desirable to lease the subject real estate in accordance with the terms and conditions of the draft agreement which has been presented to the Commission; and

FURTHER RESOLVED that the Commission hereby authorizes the chairman and the executive director, or either of them, acting on behalf of the Commission to enter into the agreement for the

lease of the real estate which is the subject of this resolution, substantially on the terms of the draft of the lease agreement which is before the Commission, and further that the executive director is authorized and directed to take all action necessary to carry out the provisions of this resolution including, but not limited to, acts required by the Trust Agreement of September 1, 1984.

(Resolution No. 9-1987 adopted November 9, 1987)

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio, and known as being part of Original Strongsville Township Lots Nos. 49 and 52 and more fully described as follows:

Beginning at a point on the centerline of Pearl Road, as now established (formerly Wooster Pike) at its intersection with the centerline of the Ohio Turnpike Project No. 1;

Thence South $30^{\circ} 34' 44''$ West along the centerline of Pearl Road, as aforesaid, 155.00 feet to a point;

Thence Easterly along the arc of a curve deflecting to the right 77.63 feet, said arc having a radius of 2,709.79 feet and a chord which bears South $58^{\circ} 25' 32''$ East 77.63 feet to a point and principal place of beginning;

Thence Southerly along the arc of a curve deflecting to the left 16.87 feet, said arc having a radius of 762.87 feet and a chord which bears South $27^{\circ} 40' 45''$ West, 16.87 feet to a point of tangency;

Thence South $27^{\circ} 02' 45''$ West, 123.59 feet to a point of curvature;

Thence Southerly along the arc of a curve deflecting to the left 132.44 feet to a point of compound curvature, said arc having a radius of 2,652.00 feet and a chord which bears South $25^{\circ} 36' 55''$ West, 132.43 feet;

Thence Southerly along the arc of a curve deflecting to the left, 297.10 feet to a point of compound curvature, said arc having a radius of 245.98 feet and a chord which bears South $10^{\circ} 25' 01''$ East 279.37 feet;

Thence Southeasterly along the arc of a curve deflecting to the left 132.44 feet, said arc having a radius of 2,652.00 feet and a chord which bears South $46^{\circ} 26' 56''$ East, 132.43 feet to a point;

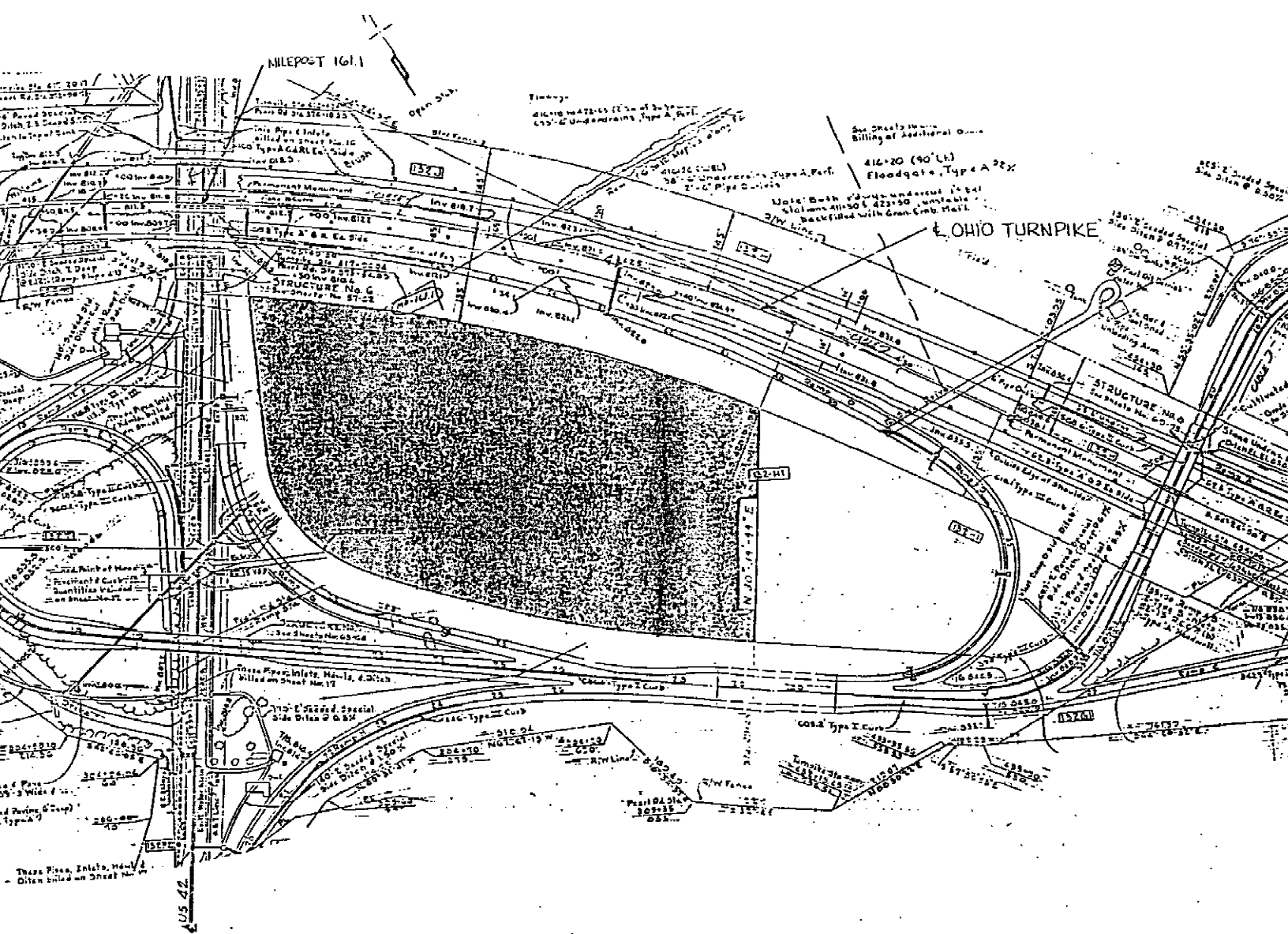
Thence South $49^{\circ} 59' 36''$ East, 464.58 feet to a point;

Thence South $56^{\circ} 26' 52''$ East, 65.24 feet to a point;

Thence North $30^{\circ} 34' 44''$ East 424.71 feet to a point on the Southwesterly Right-of-Way line of the Ohio Turnpike, said point being 155.00 feet right of Station 428 plus 03.95 centerline of the Ohio Turnpike, as aforesaid;

Thence Northwesterly along the arc of a curve deflecting to the left and along the Southwesterly Right-of-Way line of the Ohio Turnpike, as aforesaid 875.74 feet, said arc having a radius of 2,709.79 feet and a chord which bears North $48^{\circ} 20' 47''$ West, 871.94 feet to a point and principal place of beginning and containing 8.8289 acres of land. This legal description has been prepared from records by the Western Reserve Engineering and Surveying Company, be the same more or less, but subject to all legal highways.

EXHIBIT "A"



AREA - PARK-N-RIDE (8.5)

11/04/87

AGREEMENT

This is an agreement by and between the following parties:

GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY, herein "GCRTA," whose principal offices are located at 615 Superior Avenue, N.W., Cleveland, Ohio 44113;

OHIO TURNPIKE COMMISSION, herein "OTC," whose principal office is located at 682 Prospect Street, Berea, Ohio 44017;

OHIO DEPARTMENT OF TRANSPORTATION, herein "ODOT," whose principal offices are located at 25 South Front Street, Columbus, Ohio 43266-0578; and

CITY OF STRONGSVILLE, herein "STRONGSVILLE," whose principal offices are located at City Hall, Strongsville, Ohio 44136;

executed by the parties hereto on the dates set opposite their respective names and effective as to all parties on the last of said dates.

RECITALS

OTC has acquired in the name of the State of Ohio certain Real Property lying to the east of Pearl Road, south of the Turnpike and between the Turnpike and the access routes to Old Interchange #10 of the Ohio Turnpike. That portion of said Real Property covered by this agreement is shown and described on the drawing and legal description, attached hereto as Exhibit "A," which is hereby incorporated by reference. The Ohio Revised Code Section 5537.20 provides that when the bonds issued by the Ohio Turnpike Commission are paid off and the Turnpike is in good repair to the satisfaction of the Director of Transportation, the Turnpike projects shall become part of the state highway system. In that event, ODOT will then have jurisdiction of the Real Property concerned during a part of the term of this agreement.

(For info only)

STRONGSVILLE is a municipality within which the proposed facility will be located, and the ramps and bridges leading to and from Old Interchange #10 of the Ohio Turnpike, which also affords ingress and egress to and from the proposed facility, are public roads within STRONGSVILLE.

GCRTA is a body corporate and a political subdivision of the State of Ohio organized and existing under Ohio Revised Code Chapter 306 and providing transportation services throughout the northeastern Ohio region.

GCRTA desires to arrange funding, and to construct and make available for its use and that of its patrons a parking facility at the location hereinabove referred to. OTC has determined to make available the Real Property, as hereinbelow defined, for such purpose for the consideration herein named, but that it should retain for possible future use the air space above the proposed facility.

STRONGSVILLE desires to have such a facility in existence for the convenience of its residents and is willing to perform or cause to be performed at its expense the clearing, grubbing and grading of the Site, according to GCRTA specifications, as hereinafter defined.

ODOT, as presumed successor to OTC in jurisdiction and control over the Ohio Turnpike, favors the Construction and availability of such facility on the terms herein set forth and is agreeable to a continuance of this agreement during any part of the term of this agreement when the Ohio Turnpike shall be a part of the State Highway System.

DEFINITIONS

PARK AND RIDE shall mean the facility to be provided for motorists to park their vehicles pursuant to arrangements made under this agreement, such facility being provided primarily for the purpose of enabling motorists to leave their vehicles at the facility and ride the GCRTA busses to Cleveland and other areas of GCRTA routes.

The Real Property means the Real Property covered by this agreement as described on Exhibit "A."

Construction - Unless the contract otherwise requires, Construction means all Construction performed or to be performed in order to bring the facility into existence, complete and ready for use. Construction may be performed in stages, as hereinafter provided; however, the initial Construction shall provide a complete facility, and any additional stage of Construction shall take place only after the need for additional capacity shall have been considered and evaluated.

Site means the area where the Construction will be performed and the facility will be located.

Sketch - A Sketch is an informal drawing of the proposed facility or part thereof which may be attached hereto as suggestive of the type or proposed detail of the facility to be constructed. A Sketch is not binding. It is anticipated that, in addition to the Sketch attached hereto, other Sketches will be passed between the parties for comment as a part of the development of Plans and Schedules.

Plans - The Plans shall be the documents agreed upon by the parties as representing the design of the facility to be constructed and its location. The Plans may be revised by GCRTA as it and any other involved agencies determine is necessary, but only upon approval of OTC. The Plans need not be completed prior to the execution hereof but shall become a part of this agreement upon approval of all parties. The Plans may, but need not, include provisions for a later stage of Construction.

COVENANTS

1. General:

Each of the parties hereto covenants with each of the other parties that it will perform the agreements herein on its part to be performed. Anything to be done hereunder may be done

by agents or independent contractors, but the party required to provide the performance shall remain responsible to each of the other parties for the performance so delineated or contracted for. STRONGSVILLE and GCRTA shall make adequate provision for any work to be performed so that unnecessary delays may be avoided. Such provision shall include a requirement for liquidated damages in any contracts let or made for the performance of the work.

If and when the PARK AND RIDE shall be expanded, the provisions hereof in their entirety shall apply to such expansion, except where clearly inappropriate. The definitions and provisions hereof shall apply to the expansion of the facility, where appropriate, and to the completed expanded facility, when appropriate.

In addition to the Project Coordinator to be provided by GCRTA, pursuant to Section 4 (b)(5) below, each of the other parties shall provide a representative who shall be the person to whom inquiries, requests for approval, etc. shall be presented and who shall represent his principal and conduct or participate in discussions and decisions in respect to this contract or anything done hereunder.

2. Term. The term of this agreement shall be for a period of Forty (40) years from the effective date of these presents. Each of the parties shall exercise its rights and perform its obligations hereunder during the entire term, provided, however, that the rights and obligations of OTC shall cease and be assumed by ODOT when the jurisdiction of the Commission over the Ohio Turnpike is transferred to ODOT.

3. Lease and Authority Granted. Subject to all the terms, conditions, provisions and restrictions herein set forth, OTC grants permission to STRONGSVILLE to perform the grading of the Site and to GCRTA to perform the construction on the Real Property and to utilize the facility constructed for the purpose

of permitting parking by its patrons and patrons of any hotel or other facilities authorized under Ohio Revised Code, Chapter 5537 which may hereafter be constructed at the Site or adjacent thereto. The Construction shall be limited to grading and paving and the building of an enclosed or canopied waiting area and comfort stations for GCRTA personnel, if GCRTA shall undertake to build same, and a storage area for equipment which it may require for cleaning and upkeep of the PARK AND RIDE. All construction shall be so conducted as to permit the later construction which is envisaged as a possibility by OTC under authority granted it in Ohio Revised Code, Chapter 5537. Rights to the air space at the site above the vertical area required for the PARK AND RIDE facility are not hereby granted. OTC and GCRTA shall by separate supplementary agreement between themselves specify the vertical limits and or any other specific requirements to provide the details necessary to accommodate the construction contemplated in using the air space retained by OTC. OTC shall have the right to ensure that these requirements are met. OTC may require that the plans be consistent with this concept and may place inspectors at the site for the purpose of insuring that such consistency is achieved, as well as for the purpose of insuring that no danger to Turnpike patrons or the Ohio Turnpike is being caused or will be caused by the methods employed by GCRTA or its contractors. GCRTA shall have the right to perform this contract and to have the PARK AND RIDE administered, maintained and operated by others, provided, however, that GCRTA shall remain responsible for anything and everything done on its behalf hereunder. GCRTA may make a reasonable charge for the use of the PARK AND RIDE.

In the event that a hotel or other structure or facility as hereinabove mentioned is constructed in the future and the use of the PARK AND RIDE by its occupants, employees, patrons, or other users, in addition to those of GCRTA, results in overcrowding of the PARK AND RIDE, OTC will make such provisions and

provide such facilities as may be necessary to correct the situation and make available comparable parking facilities for GCRTA patrons. OTC shall have the option to construct separate facilities of the hotel or other facility or structure only, but shall not in any event be obligated to provide more parking facilities for GCRTA patrons than those provided hereunder as a part of the PARK AND RIDE.

OTC grants to employees of GCRTA and STRONGSVILLE or others thereunto authorized by either of them to enter upon the Site, to make such surveys and soundings and drillings, as may be necessary or deemed expedient to the planning of the work to be performed hereunder. The Chief Engineer of OTC shall be notified 24 hours in advance of any proposed drillings or excavation and shall have the right to object to and preclude any such activity which it deems may harm or endanger the Ohio Turnpike.

OTC does not authorize entry by vehicles or equipment on any of its property other than the Real Property as herein defined. GCRTA shall so conduct its operations as to avoid unnecessary interference with the use by the public of the ramps between Pearl Road and the Turnpike interchange. The roads affording access to and egress from Ohio Turnpike are public roads in the City of Strongsville and as such must remain open at all times, as required by law. This agreement does not confer any right to close such roads at any time, nor is it anticipated that any authorization to close them will be granted.

For and in consideration of the lease and authority herein granted, GCRTA shall pay OTC or ODOT, as the case may be, the sum of \$ _____ per annum, which rental shall be paid annually in advance commencing upon completion of the PARK AND RIDE.

If the real estate or part thereof should in the future be required for highway purposes, this lease shall terminate without the necessity of any legal proceedings and OTC, or its successor, shall pay GCRTA only such amounts as GCRTA is required to refund to UMTA as mentioned in Section 4(c) heretofore.

4. Obligations of GCRTA. GCRTA shall:

(a) Be responsible for development of the Plans and Construction of the PARK AND RIDE, except as otherwise herein specified.

(b) GCRTA shall perform the following:

- (1) Prepare such Sketches as it shall wish to distribute amongst the other parties to obtain their reactions and consideration of the proposed Construction;
- (2) Prepare the Plans for the Construction of the project;
- (3) Submit the Plans to OTC and STRONGSVILLE for approval and obtain approval thereof;
- (4) Prepare ... one or more suggested Construction Schedules if and as necessary and submit them to OTC and STRONGSVILLE for comment; and, when a consensus is reached, prepare and obtain approval of the ... Schedule.
- (5) Provide a Project Coordinator who shall be responsible for the activities of GCRTA hereunder and shall maintain liaison with OTC and STRONGSVILLE hereto. Such Project Coordinator shall initiate necessary inquiries directed to other parties and shall keep them informed of progress. He shall see to the performance of items (1) through (4) above. He shall keep himself informed of the progress of clearing and grading during all stages of Initial Construction and any later Construction and shall promptly bring to the attention of OTC and STRONGSVILLE any delays threatening adherence to schedules and any apparent deviations from Plans. He shall take such action as he deems necessary to secure adherence to Schedules and Plans or, if appropriate, recommend revisions. He shall provide supervision of Construction and inform the other parties when Construction of the PARK AND RIDE is complete. After construction of the PARK AND RIDE is complete, he shall maintain liaison with OTC and STRONGSVILLE with respect to its operation and inform and consult with them with respect to any problems affecting any of the parties.
- (6) GCRTA shall construct the PARK AND RIDE, except the clearing and grading, and shall operate and maintain it in accordance with the provisions hereof during the term hereof.
- (7) GCRTA shall maintain the PARK AND RIDE in a clean and orderly condition. GCRTA shall remove snow, as necessary, and perform such other work as may be necessary to the proper upkeep of the PARK AND RIDE.

(c) It is understood that the PARK AND RIDE is to be constructed and operated by GCRTA for its own use and benefit and that of its patrons and that GCRTA will arrange and provide all necessary funding; provided, however, that work to be performed by STRONGSVILLE shall be performed at the expense of STRONGSVILLE, and OTC shall not seek reimbursement for expenses which it may incur in approving plans and providing any inspections which it may make. All work shall be done at no cost to OTC or ODOT, and OTC shall not be involved or affected by the grant or use of any funds acquired for the project nor by any laws, regulations or executive orders applicable to the project, compliance with which shall be the sole responsibility of GCRTA, except that STRONGSVILLE shall be responsible for the work performed by it.

By its grant herein, OTC is not consenting to any Federal or state laws, rules, regulations, etc. that may apply to GCRTA as a result of state or Federal funding being used on the project.

The parties to this Agreement recognize the GCRTA's obligation to adhere to the Federal property management standards as set forth in applicable federal regulations. In the event that this Agreement is terminated whether by lapse of time or otherwise, the GCRTA shall refund to UMTA a proportional amount, based on the Federal share of grant OH-23-9004, if any, and any improvements made thereto, as determined by an independent appraiser.

(d) At the conclusion of the term hereof, GCRTA shall, if requested, remove any structures constructed by it, but shall not be obligated to remove parking aprons and curbs. It shall leave the premises in a neat and orderly condition.

5. Participation of ODOT. ODOT hereby joins in the aforesaid grant and agreements and makes the same grants and covenants as OTC with respect to any period when the Ohio Turnpike shall be a part of the State Highway System. During any such period, any reference made to OTC, shall be deemed to refer to ODOT, unless clearly not applicable.

6. Insurance and Indemnification. In conformity with GCRTA's status and policy as a self-insurer, GCRTA agrees to maintain such funds as may be necessary to satisfy any and all obligations and losses from which it may be obligated hereby to indemnify or save harmless the other parties. If GCRTA shall cease to be a self-insurer, it shall include all parties to this agreement in any liability insurance, which may apply to its activities with respect to the PARK AND RIDE. Such coverage for OTC shall be effected by making OTC a named insured, if practical; otherwise, by such method as may be available to accomplish the result. GCRTA agrees to indemnify and save harmless each of the other parties from and against any and all losses, costs, judgments, expenses and fees for personal injuries and/or property damage occurring as a result of its activities hereunder, and in particular, but without limitation, occurring on the PARK and RIDE and during any period of construction by GCRTA occurring upon the Real Property. Further, GCRTA agrees to hold harmless and indemnify each of the other parties hereto from and against any and all losses, costs, judgments, expenses and fees

for personal injury and/or property damages caused by the negligent operation or alleged negligent operation of GCRTA's vehicles.

STRONGSVILLE likewise agrees to indemnify all parties to this agreement from and against any and all losses, losses, costs, judgments, expenses and fees for personal injuries and/or property damage occurring upon the Park and Ride during and as a result of its work of clearing, grubbing and grading the Site or the presence of its personnel or equipment on the Real Estate or otherwise resulting from or claimed to result from its activities hereunder. Any contract made or let by GCRTA or STRONGSVILLE for construction of the PARK AND RIDE which provides indemnification and insurance for GCRTA or STRONGSVILLE, as the case may be, shall also provide like indemnification and insurance for OTC, such coverage of OTC being effected by OTC being made a named insured.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers.

Dated: _____

REGIONAL TRANSIT AUTHORITY

By: _____

Title _____

Dated: _____

OHIO TURNPIKE COMMISSION

APPROVED:

By: _____

Allan V. Johnson
Executive Director

Commission Counsel

Dated: _____

OHIO DEPARTMENT OF
TRANSPORTATION

By: _____

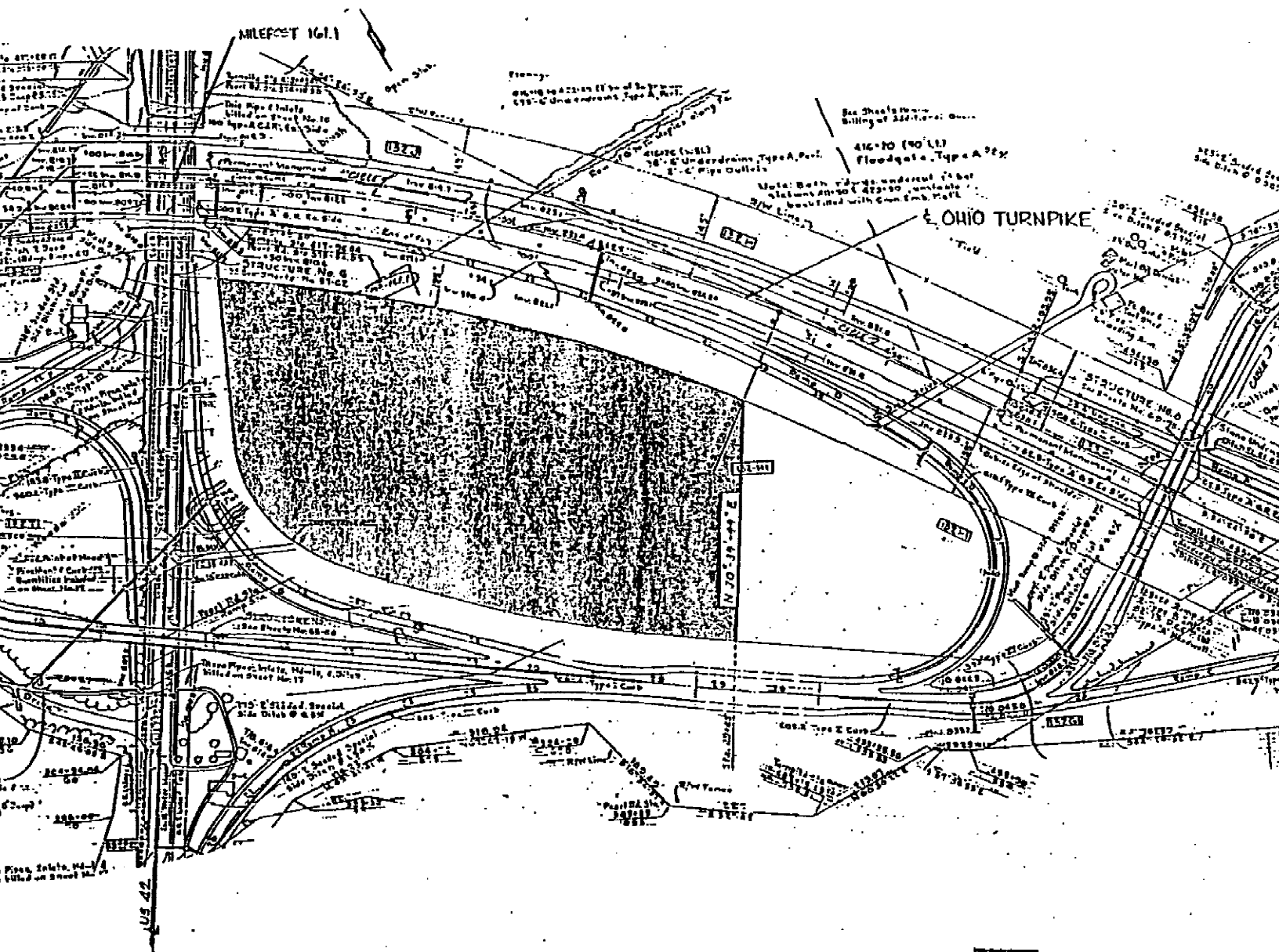
Title _____

Dated: _____

CITY OF STRONGSVILLE

By: _____

Title _____



AREA - PARK-N-RIDE (6.5)

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio, and known as being part of Original Strongsville Township Lots Nos. 49 and 52 and more fully described as follows:

Beginning at a point on the centerline of Pearl Road, as now established (formerly Wooster Pike) at its intersection with the centerline of the Ohio Turnpike Project No. 1;

Thence South $30^{\circ} 34' 44''$ West along the centerline of Pearl Road, as aforesaid, 155.00 feet to a point;

Thence Easterly along the arc of a curve deflecting to the right 77.63 feet, said arc having a radius of 2,709.79 feet and a chord which bears South $58^{\circ} 25' 32''$ East 77.63 feet to a point and principal place of beginning;

Thence Southerly along the arc of a curve deflecting to the left 16.87 feet, said arc having a radius of 762.87 feet and a chord which bears South $27^{\circ} 40' 45''$ West, 16.87 feet to a point of tangency;

Thence South $27^{\circ} 02' 45''$ West, 123.59 feet to a point of curvature;

Thence Southerly along the arc of a curve deflecting to the left 132.44 feet to a point of compound curvature, said arc having a radius of 2,652.00 feet and a chord which bears South $25^{\circ} 36' 55''$ West, 132.43 feet;

Thence Southerly along the arc of a curve deflecting to the left, 297.10 feet to a point of compound curvature, said arc having a radius of 245.98 feet and a chord which bears South $10^{\circ} 25' 01''$ East 279.37 feet;

Thence Southeasterly along the arc of a curve deflecting to the left 132.44 feet, said arc having a radius of 2,652.00 feet and a chord which bears South $46^{\circ} 26' 56''$ East, 132.43 feet to a point;

Thence South $49^{\circ} 59' 36''$ East, 464.58 feet to a point;

Thence South $56^{\circ} 26' 52''$ East, 65.24 feet to a point;

Thence North $30^{\circ} 34' 44''$ East 424.71 feet to a point on the Southwesterly Right-of-Way line of the Ohio Turnpike, said point being 155.00 feet right of Station 428 plus 03.95 centerline of the Ohio Turnpike, as aforesaid;

Thence Northwesterly along the arc of a curve deflecting to the left and along the Southwesterly Right-of-Way line of the Ohio Turnpike, as aforesaid 875.74 feet, said arc having a radius of 2,709.79 feet and a chord which bears North $48^{\circ} 20' 47''$ West, 871.94 feet to a point and principal place of beginning and containing 8.8289 acres of land. This legal description has been prepared from records by the Western Reserve Engineering and Surveying Company, be the same more or less, but subject to all legal highways.

EXHIBIT "A"