

AGREEMENT OF LEASE

This Agreement, executed this 20th day of July 1993 and effective as of January 1, 1994 by and between the City of Pittsburgh, a municipal corporation, acting through its Mayor and its Director of Finance, herein referred to as "Lessor," and the Public Parking Authority of Pittsburgh, a municipal authority created and existing under the laws of the Commonwealth of Pennsylvania, herein called "Lessee."

WITNESSETH:

Whereas, pursuant to a Lease Agreement executed the 9th day of October, 1953, and effective September 29, 1952, Lessor leased to Lessee the subsurface of the property situate in the 2nd Ward of the City of Pittsburgh bounded by William Penn Place, Oliver Avenue, Smithfield Street and Sixth Avenue; and

Whereas, the Lessee has constructed and maintained a public parking garage in the subsurface of the aforesaid property, and

Whereas, the Lessee desires to extend the lease of the subsurface as a public parking garage;

Now, therefore, in consideration of \$1.00, and intending to be legally bound hereby, the parties hereto agree as follows:

1. The Lessor hereby leases to the Lessee for the term of twenty (20) years, commencing on the 1st day of January, 1994, and ending on the 31st day of December, 2013, for the rental hereinafter stated, the aforementioned premises in the City of Pittsburgh, Allegheny County, Pennsylvania:
2. In consideration of the aforesaid lease, Lessee shall pay to the Lessor rental of One Dollar (\$1.00) per year for and during the term of the lease;
3. The lease may be terminated by the City of Pittsburgh on thirty (30) days' notice to the Lessee in the event that the said garage ceases to be used for public parking purposes.
4. Lessee will continue to use the property in accordance with the terms and conditions and subject

to the limitations set out in the Act of the Pennsylvania Legislature of June 5, 1947, P.L. 458, as amended, known as the Parking Authority Law.

5. Lessor shall not be liable for and Lessee agrees to indemnify, save and hold harmless, and defend Lessor from all liens, charges, claims, demands, losses, costs, judgments, liabilities and damages of every kind and nature whatsoever, including court costs and reasonable attorneys' fees, for any injury, loss or damage to persons or property, occurring on or about the Mellon Square Garage.
6. Prior to execution of this Agreement by Lessor, Lessee shall deliver to Lessor certificates of insurance duly executed by the officers or authorized representatives of a responsible and non-assessable insurance company, attached hereto and made a part hereof as Exhibit A evidencing the following coverage and identifying the Lessor as an additional insured, which insurance shall be non-cancellable except upon ten (10) days prior written notice to Lessor:

	Individual Occurrence	Aggregate
General Liability		
Bodily injury, including death	\$500,000	\$1,000,000
Property Damage	\$50,000	\$100,000

The Certificate must indicate an "Occurrence" policy and not a "Claims made" policy. In the event that the period of coverage for any of the above insurance coverage expires during the term of this Agreement, Lessee hereby agrees to procure additional and/or renewal coverage(s), of the kinds and in the amounts listed above, for the balance of the term of this Agreement and to submit the new certificates to Lessor one month in advance of their expiration. All other provisions as set forth above shall apply to any and all such additional and/or renewal insurance coverage.

7. Lessee shall comply with the applicable provisions of the Pittsburgh Code, Title Six-Conduct, Article V-Discrimination, and any amendments thereto. Lessee shall also comply with the applicable provisions of Title I and Title II of the Americans with Disabilities Act, any amendments thereto and any regulations issued thereunder. Lessee shall incorporate in any subcontracts which may be permitted under the terms of this Agreement a requirement that said subcontractors also comply with the provisions of this section.
8. Lessee warrants that it has no contractual agreements to provide goods or services to the Government of the Republic of South Africa, to any corporation of the Republic of South Africa, or to any firm organized or incorporated under the laws of the Republic of South Africa or to any corporation, partnership or limited partnership established under the laws of the Republic of South Africa and controlled by a United States firm.
9. Lessee warrants that it is not prohibited from entering into this Agreement with the Lessor by reason of disqualification under subsection (b) of Section 161.22 of the Pittsburgh Code. An affidavit certifying compliance with this Section is attached hereto as Exhibit B and incorporated into and made a part of this Agreement.
10. This lease, upon execution, shall supersede the Lease between the parties hereto dated September 29, 1952.
11. This agreement is entered into by the City of Pittsburgh pursuant to Resolution No. 40, approved February 9, 1993, and effective February 10, 1993, and on behalf of the Public Parking Authority of Pittsburgh, pursuant to a duly authorized resolution of the Authority Board passed at a regular meeting thereof held on the 7th day of May, 1993.

IN WITNESS THEREOF, the parties have duly executed this Agreement the day and year first above written.

ATTEST:

Nadine Brumlow

CITY OF PITTSBURGH

BY

Stephen Marshall
MAYOR

WITNESS:

Trudie Gayle

BY:

Don Hylle
Director
Department of Finance

ATTEST:

Donna F. Felt
SECRETARY

PUBLIC PARKING AUTHORITY OF
PITTSBURGH

BY:

Charles J. J. J.
CHAIRMAN

EXAMINED BY:

Robert J. J.
Assistant City Solicitor

APPROVED AS TO FORM:

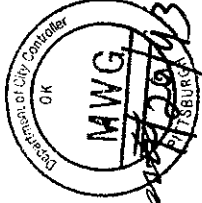
Ray C. Cortes
City Solicitor

COUNTERSIGNED:

Deputy City Controller
DEPUTY City Controller

#33795

Approved as to form.
Dickie, McCarney & Chilcote, P.C.
Solicitor to the Controller,
City of Pittsburgh



BY Ray C. Cortes
DEPUTY City Controller

EXHIBIT B

COMMONWEALTH OF PENNSYLVANIA

:

: SS.

COUNTY OF ALLEGHENY

DEBARMENT AFFIDAVIT

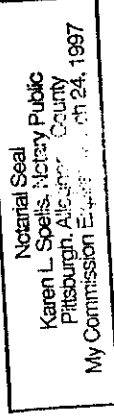
BEFORE ME, the undersigned authority, personally appeared JEFFREY T. LEBER, Executive Director of the Public Parking Authority of Pittsburgh, who, being duly sworn according to law, and under penalty of perjury, deposes and says that neither he nor, to the best of his actual knowledge, information or belief, the Public Parking Authority of Pittsburgh or any affiliated individual is prohibited from entering into a Lease with or participating in a City of Pittsburgh contract by reason of disqualification as set forth at Pittsburgh Code §161.22(b).

SWORN TO and subscribed before me

this 7th day of May 1993.

Karen L. Spels
NOTARY PUBLIC

(SEAL)



Jeffrey T. Leber
Executive Director
Public Parking Authority of Pittsburgh

05:07:03 09:43

412 531 86

J.L. SMITH INS.

001

ACORD		CERTIFICATE OF INSURANCE		ISSUE DATE (MM/DD/YY)		12/02/92
PRODUCER						
James L Smith Insurance Inc. 304 Cochran Road Pittsburgh PA 15228-						
Code		PA 15228-		Sub-Code		
INSURED						
Public Parking Authority of Pittsburgh Alco Parking 232 Boulevard of the Allies Pittsburgh PA 15219-						

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY LETTER A	American States Insurance
COMPANY LETTER B	
COMPANY LETTER C	
COMPANY LETTER D	
COMPANY LETTER E	

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO TR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF DATE	POLICY EXP DATE	LIMITS
A	GENERAL LIABILITY	01-CC-211704	10/01/92	10/01/93	GENERAL AGGREGATE PROD-COMP/OPS AGGREGATE PERS & ADVERTISING INJ EACH OCCURRENCE FIRE DAMAGE (ONE FIRE) MED EXPENSE (ONE PERSON) \$ 1000000 \$ 1000000 \$ 1000000 \$ 1000000 \$ 50000 \$ 5000
A	AUTOMOBILE LIABILITY	01-CC-211704	10/01/92	10/01/93	COMBINED SINGLE LIMIT BODILY INJURY (PER PERS) BODILY INJURY (PER ACC) PROPERTY DAMAGE \$ 1000000 \$ \$ \$
A	EXCESS LIABILITY	01-SU-026903	10/01/92	10/01/93	EACH OCCURRENCE AGGREGATE \$ 2000000 \$ 2000000
	WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY				() STATUTORY LIMITS EACH ACCIDENT DISEASE-POLICY LIMIT DISEASE-EACH EMPLOYEE \$ \$ \$
	OTHER				\$ \$ \$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Mellon Square Parking Garage

-CERTIFICATE HOLDER-

City of Pittsburgh Law Department
City County Building
Pittsburgh PA 15219-

-CANCELLATION-

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.
AUTHORIZED REPRESENTATIVE

James L Smith

ACORD 25-S (7/90)

ACORD CORPORATION 1990