

CITY OF WILLIAMSPORT, PA RESOLUTION

RESOLUTION # 9214

DATE 12-02-21

TITLE

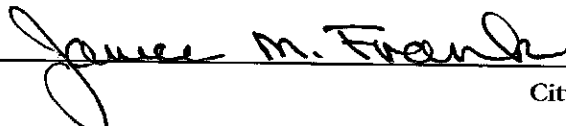
RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENT LEASE AGREEMENT

WHEREAS, RVT as a department of the City has received certain limited federal funds for the construction of a building known as Trade and Transit II and such funds include the ability for a lease of incidental use space within the facility; and

WHEREAS, the City is desirous of renting such incidental use space due to emergency conditions at City Hall and understands that such use will not interfere with the primary transportation purpose of the facility and will be limited in its use to "incidental use areas;" and

WHEREAS, due to the location of the facility as a transit hub in the City, the relocation of City employees to the area will have a beneficial use of the encouragement of public transit and the potential for increased ridership, in addition to providing in-kind maintenance services for the area to offset and reduce transit operation's costs; and

NOW THEREFORE, The Williamsport City Council authorizes the Mayor, Controller, and General Manager of River Valley Transit to execute the Lease Agreement.



City Clerk

Approved 

President

LEASE AGREEMENT

This Lease Agreement, made this ___ _ day of _____, 2021, by and between the City of Williamsport, Bureau of Transportation aka River Valley Transit, Lycoming County, Pennsylvania ("RVT") and the City of Williamsport ("City"), Pennsylvania.

WHEREAS, RVT as a department of the City has received certain limited federal funds for the construction of buildings known as Trade and Transit I, Trade and Transit II, RVT, and the former Peter Herdic Museum and such funds include the ability for a lease of incidental use space within the facility; and

WHEREAS, the City is desirous of renting such incidental use space due to emergency conditions at City Hall and understands that such use will not interfere with the primary transportation purpose of the facility and will be limited in its use to "incidental use areas;" and

WHEREAS, due to the location of the facility as a transit hub in the City, the relocation of City employees to the area will have a beneficial use of the encouragement of public transit and the potential for increased ridership, in addition to providing in-kind maintenance services for the area to offset and reduce transit operation's costs; and

NOW THEREFORE, the parties agree as follows:

1. Description.

RVT does hereby let and demise unto City and City does hereby take and hire from RVT, the following described premises which are more fully depicted on the attached Exhibit "A" and, in some cases, shared with the general public ("Leased Premises"):

First Floor, Third Floor of TT1, the First Floor of TT2, The former Peter Herdic Museum, and space at the 1500 West Third Street Facility (11,727 total Sq. Ft.). Such lease area is attached as Exhibit "A".

2. Term.

Said Leased Premises are leased to City subject to all of the terms, covenants and conditions contained herein for a term of one year commencing August 1, 2021. Either party shall have the right for convenience to provide sixty (60) days written notice to the other party to terminate the lease.

3. City's Access to Leased Premises and Services.

(a) The RVT shall not be making any improvements on behalf of the City nor does it intend to provide signage for the RVT on the interior or exterior of the premises. Any such signage would be the responsibility of City under current zoning and/or ordinances of the City.

(b) City's access to the facilities are limited to public space as outlined above and shall not have access to any office areas or other rental space in the facility not otherwise leased under this Agreement.

4. Rent.

City does hereby accept this Lease under the terms and conditions as herein provided and agree to pay RVT during said term the following rent:

(a) The rent for the term of the lease for the, First Floor, Third Floor of TT1, the First Floor of TT2, and space at the 1500 West Third Street Facility (11,727 total Sq. Ft.) as shown on Exhibit "A" total of shall be:

1. Rental rate for initial term is \$11.00 per square foot per year, payable in advance on the first day of each month, and effective for 5 years from the commencement of this Lease Amendment. Future increases will be calculated per fair market value.
2. The City shall provide in-kind services including snow removal and general maintenance at the Premises during the term of the lease as an offset for fair market rent.
3. The City agrees to pay all utilities associated with the space utilized by them. Meter numbers will be attached to this agreement.

(b) The City shall provide their own internet service but shall have use of the RVT's network switches at no cost.

(c) Should the commencement and termination dates occur other than the first and last days of a month, the first and last monthly payments shall be prorated accordingly.

5. Renewal or Extension

(a) City shall have the right to renew the term of this Lease for two (2) additional two (2) year periods.

(b) City shall be deemed to have exercised its right to renew the term of this Lease for an additional two (2) year term, subject to the restrictions set forth herein, unless, at least sixty (60) days prior to the expiration of the preceding term, City gives RVT written notice of its intention not to exercise its right to renew.

(c) The rental for each such renewal or extended term shall be determined in accordance with the 10% every two (2) years based upon the base amount set forth in paragraph 4(a) and (b) above.

(d) RVT shall have the right to terminate this lease for convenience or for any bona fide reason with sixty (60) days written notice to the City.

6. Insurance.

At all times after the execution of this Lease, City will carry and maintain, at its expense:

- (a) commercial (general) liability insurance policy, including (but not limited to) insurance against assumed or contractual liability under this Lease, with respect to liability arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto, to afford protection with respect to personal injury, death or property damage of not less than Three Million Dollars (\$3,000,000) per occurrence combined single limit for general liability and not less than Three Million Dollars (\$3,000,000) for automobile liability; and
- (b) all-risks property and casualty insurance policy, including theft coverage, written at replacement cost value and with replacement cost endorsement, covering all of City's personal property in the Premises (including, without limitation, inventory, trade fixtures, floor coverings, furniture and other property removable by City under the provisions of this Lease) and all leasehold improvements installed in the Premises by or on behalf of City; and
- (c) liquor liability insurance of not less than Three Million Dollars (\$3,000,000) per occurrence (if applicable); and

- (d) if and to the extent required by law, worker's compensation insurance policy, or similar insurance in form and amounts required by law.

At all times the City of Williamsport shall be listed as an additional insured. In the event that such policy or provider changes, proof of insurance and additional insured confirmation shall be provided prior to such expiration. The failure to adhere to the provisions in this paragraph shall be cause for immediate lease termination.

7. Fixture and Signs.

(a) City shall not have the right to install in or place on the Leased Premises any fixtures, equipment or signage in accordance with the ordinances and regulations of the City of Williamsport.

(b) All leasehold improvements (as distinguished from trade fixtures and apparatus) installed in the Premises at any time, whether by or on behalf of City or by or on behalf of RVT, shall not be removed from the Premises at any time, unless such removal is consented to in advance by RVT, which approval shall not be unreasonably withheld or delayed; and at the expiration of this Lease, all such leasehold improvements shall be deemed to be part of the Premises, shall not be removed by City when it vacates the Premises, and title thereto shall vest solely in RVT without payment of any nature to City.

City shall have the right to erect, install, maintain and operate on the Premises such trade fixtures, equipment, apparatus and other personal property as City may deem necessary or appropriate, and such trade fixtures, equipment, apparatus and other personal property (as distinguished from leasehold improvements) shall not be deemed to be part of the Premises, shall remain the property of City and shall be removable by the City at any time, including upon the expiration of this Lease. City shall repair any damage to the Premises caused by the removal of such trade fixtures, equipment, improvements, apparatus and other personal property and shall restore the Premises to substantially the same condition as existed prior to the installation of such trade fixtures, equipment, improvements and apparatus.

8. City's Use of Premises

(a) City will use and occupy the Leased Premises for the business of the City, including administrative offices, police and codes offices, open public meetings, committee meetings and general business needs of the City. City will comply with any and all laws, ordinances, orders, and regulations of any governmental authority which are applicable to its use of the Leased Premises.

(b) At all times employees, agents and servants of City shall conduct themselves in a professional and worklike manner and not interfere with any of the business operations of the RVT. Misconduct by agents of the City, in the sole discretion of the RVT, shall be cause for termination of the terms of this Lease Agreement.

(c) In regard to the use and occupancy of the Premises, City will at its expense: (a) keep the inside and outside of all glass in the doors and windows of the Premises clean; (b) keep all exterior surfaces of the Premises clean; (c) replace promptly any cracked or broken glass of the Premises with glass of like color, grade and quality; (d) maintain the Premises in a clean, orderly and sanitary condition and free of insects, rodents, vermin and other pests; (e) keep any garbage, trash, rubbish or other refuse in rat-proof containers within the interior of the Premises until removed; (f) deposit such garbage, trash, rubbish and refuse, on a daily basis, in designated receptacles that the City shall secure (g) keep all mechanical apparatus free of vibration and noise which may be transmitted beyond the Premises; (h) comply with all laws, ordinances, rules and regulations of governmental authorities and all reasonable recommendations of RVT's casualty insurer(s) and other applicable insurance rating organization now or hereafter in effect; and (i) keep in the Premises and maintain in good working order one or more type 2A 10BC dry chemical fire extinguisher(s); and (j) perform all snow removal and mitigation.

(d) In regard to the use and occupancy of the Premises, City will not: (k) place or maintain any merchandise, trash, refuse or other articles in any vestibule or entry of the Premises, on the foot walks or corridors adjacent thereto or elsewhere on the exterior of the Premises, nor obstruct any driveway, corridor, foot walk, parking area, or any other common areas; (l) use or permit the use of any objectionable advertising medium such as, without limitation, loudspeakers, phonographs, public address systems, sound amplifiers, reception of radio or television broadcasts, which is in violation of any City ordinance;

(m) permit undue accumulations of or burn garbage, trash, rubbish or other refuse within or without the Premises; (n) cause or permit objectionable odors (in RVT's reasonable opinion) to emanate or to be dispelled from the Premises; (o) distribute handbills or other advertising matter in any areas (including placing any of the same in or upon any automobiles parked in the parking areas); (p) permit the parking of vehicles so as to interfere with the use of any driveway, corridor, foot walk, parking area, or other common areas; (q) receive or ship articles of any kind outside the designated loading areas for the Premises; (r) use any corridor or any other common areas adjacent to the Premises for the sale or display of any merchandise or for any other business, occupation or undertaking; (s) conduct or permit to be conducted any auction, fictitious fire sale, going out of business sale, bankruptcy sale (unless directed by court order), or other similar type sale in or connected with the Premises (but this provision shall not restrict the absolute freedom of City in determining its own selling prices, nor shall it preclude the conduct of periodic seasonal, promotional or clearance sales); (t) use or permit the use of any portion of the Premises in a manner which will be in violation of law; (u) place a load upon any floor which exceeds the floor load which the floor was designed to carry; or (v) use the Premises for any unlawful or illegal business, use or purpose, or for any business, use or purpose which is immoral or disreputable (including without limitation "adult entertainment establishments" and "adult bookstores"), or which is hazardous, or in such manner as to constitute a nuisance of any kind (public or private), or for any purpose or in any way in violation of the certificates of occupancy (or other similar approvals of applicable governmental authorities) or the provisions of the Lease

9. Repairs To Be Made By RVT.

RVT shall make all necessary structural repairs to the Building, including, but not limited to, the exterior walls, structural columns, roof penetrations and floors which collectively enclose the Premises (excluding, however, all doors, door frames, storefronts, windows and glass and any repairs necessitated by the acts or omissions of City, its agents, customers, servants or employees); *provided* that if City has knowledge of the need for such repairs, City shall give RVT prompt notice of the necessity for such repairs. In no event shall RVT be liable for leakage of water or other substances into the Premises, nor any damage caused thereby, to the extent such

damage is covered under any property and casualty insurance or other insurance policy maintained by City (it being acknowledged and agreed, however, that RVT shall be responsible for the payment of City's deductible under any such insurance policies in the event of such damage).

10. Repairs To Be Made By City.

Throughout the term of this Lease, except as otherwise expressly set forth in this Lease, City at its sole cost and expense, shall keep, repair, and maintain the Premises in reasonably good order and condition, and make all necessary subsequent repairs thereto. All repairs made by City shall be at least similar or equal in quality and class to the original work. City shall keep and maintain all portions of the Premises in a clean and orderly condition, free of dirt, rubbish, and unlawful obstructions in accordance with this Lease. In addition the City shall assume responsibility for monitoring and maintaining smoke detectors located in the Premises.

Without limiting the generality of the foregoing, City will keep the interior of the Premises, together with all electrical, plumbing and other mechanical installations in and appurtenant to the Premises and the utility lines and installations located within the interior of the Premises, in good order and repair and will make all replacements from time to time required thereto at its expense. City will surrender the Premises at the expiration of the Term or at such other time as it may vacate the Premises in good condition, excepting depreciation caused by ordinary wear and tear, and damage due to insured Casualty. City will not overload the electrical wiring serving the Premises or within the Premises, and will install at its expense, subject to the provisions hereof, any additional electrical wiring which may be required in connection with City's operations. Any damage or injury sustained by any person because of mechanical, electrical, plumbing or any other equipment or installations, whose maintenance and repair are the responsibility of City under this Lease, shall be paid for by City, and City hereby agrees to indemnify and hold RVT harmless from and against all claims, actions, damages and liability in connection therewith, including, but not limited, to attorneys' and fees for other professionals, and any other cost which RVT might reasonably incur.

11. Damage To Premises.

City will repair promptly at its expense any damage to the Premises which is the City's responsibility to repair under this Lease, and, upon demand, shall reimburse RVT (as Additional Rent) for the cost of the repair of any damage elsewhere to the Building caused by or arising from City's installation or removal of property in or from the Premises or by City, its customers, contractors and invitees, regardless of fault or by whom such damage shall be caused (unless and then only to the extent caused by RVT, its agents, employees, contractors or invitees or by other occupants of the Building). If City shall fail to commence such repairs within thirty (30) days after notice to do so from RVT, RVT may make or cause the same to be made and City agrees to pay to RVT promptly upon RVT's demand, as Additional Rent, the cost of such repair with interest at the Default Rate until paid.

12. Alterations By City.

Except for the City Improvements, City will not make any alterations, renovations, improvements or other installations in, on or to any part of the Premises (including, without limitation, any alterations of the storefront, signs, structural alterations, or any cutting or drilling into any part of the Premises or any securing of any fixture, apparatus, or equipment of any kind to any part of the Premises) costing in excess of Ten Thousand Dollars (\$10,000) unless and until City shall have caused plans and specifications therefore to have been prepared, at City's expense, by an architect or other duly qualified person and shall have obtained RVT's written approval of such plans' and specifications in accordance with above. If RVT's approval is granted (or deemed to have been granted in accordance with this lease), City shall cause the work described in such plans and specifications to be performed, at its expense in a good and workmanlike manner by duly qualified and licensed persons or entities, using first grade materials, without unreasonable interference with or disruption to the operations of other occupants of the Building and RVT's invitees to the Building. All such work shall comply with all applicable codes, rules, regulations, and ordinances.

13. Indemnification

To the fullest extent permitted by law, City shall and does hereby indemnify RVT and all of its officers, board members, employees, agents, contractors, servants, licensees and invitees (each, an "Indemnified Party"), and agrees to save all such parties and entities harmless and, at RVT's option, and with counsel acceptable to RVT, defend RVT from and against any and all claims, actions, damages, liabilities and expenses (including, without limitation, attorneys' and fees for other professionals) judgments, settlement payments, and fines paid (collectively, the "Loss") incurred or suffered by any such parties or entities in connection with loss of life, personal injury and/or damage to property or the environment arising from or out of the occupancy or use by City of the Premises, or any part thereof, the Building, including the Common Areas and the parking garage, or the performance or the breach of this Lease, occasioned wholly or in part by any act or omission of City, its officers, agents, contractors, employees or invitees, or arising, directly or indirectly, wholly or in part, from any conduct, activity, act, omission, or operation of City, its officers, agents, contractors, employees or invitees, including, but not limited to the use, handling, generation, treatment, storage, disposal, other management or Release of any Hazardous Substance in, from or to the Premises, whether or not City may have acted negligently with respect to such Hazardous Substance, excluding, however, any Loss arising from an Indemnified Party's gross negligence or willful misconduct.

City's obligations pursuant to this section shall survive any termination of the Lease with respect to any act, omission or occurrence which took place prior to such termination.

14. RVT Not Responsible For Acts Of Others.

Except as otherwise provided in this Lease, RVT shall not be responsible or liable to City, or to those claiming by, through or under City, for any loss or damage which may be occasioned by or through the acts or omissions of persons occupying space adjoining the Premises or any part of the Building, or otherwise, or for any loss or damage resulting to City, or those claiming by, through or under City, or its or their property, from the breaking, bursting, stoppage or leaking of electrical cable and wires, or water, gas, sewer or steam pipes, except, in each such case, for any loss or damage caused by RVT's gross negligence or willful misconduct.

Except as otherwise provided under this Lease, City agrees to use and occupy the Premises at City's own risk.

15. Assignment and Subletting.

City shall not assign or sublet the Leased Premises or any part thereof.

16. Licenses and Governmental Approvals.

Prior to the use of the Leased Premises, the City shall provide all governmental approvals for its operations. At all times such licenses and approvals must be current and of good standing. Immediately upon renewal of such licenses, documentation of the same must be provided to the RVT. Failure to file with the RVT any updated licenses will be cause for immediate termination of this Lease Agreement.

17. Compliance with Environmental Clean-Up Responsibility Act.

(a) In the event City's use of the Leased Premises and the conduct of its business therein constitutes operation of a business establishment, as defined or under and pursuant to Federal or State Laws, City shall not terminate such use and close its business until it has complied with all the rules, regulations and requirements of said laws.

(b) City agrees to indemnify and save RVT harmless of and from any and all costs of clean-up of any environmental or pollution control violations, including fines or penalties, both civil or criminal, arising out of or related to violation of any applicable law, rule, ordinance, or regulation of a governmental body by the City, and all liability for damages or expenses for litigation respecting any claims arising from air pollution, water pollution, discoloration or interference with the flows of streams, deposits of waste, or personal injuries or disease or property damage, excepting losses arising from or related to the negligent acts or omissions of RVT, its agents, employees, or representatives. City shall pay the cost to remedy any condition violating any applicable environmental or pollution control laws, rules, ordinances, or regulation, provided such condition did not exist as of the date of this Lease Agreement, and excepting losses, damages, or claims arising from or related to the negligent acts or omissions of the RVT, its agents, employees, or representatives. RVT warrants and certifies that it has no knowledge of

any violation of any such law, rule, ordinance, or regulation of a governmental body affecting the leased premises as of the date of this Lease Agreement.

(c) City further agrees to indemnify and save RVT free and harmless of and from any and all fines, claims, demands, actions, proceedings, judgments and damages, including reasonable attorneys' fees, of any kind or nature whatsoever, arising or growing out of any breach or non-performance by City of its obligations under this Lease.

(d) City agrees to obtain appropriate insurance coverage to protect against environmental harm, including but not limited to oil spills, fumes, gas and poisonous substances, naming the RVT as an Additional Insured.

18. Default.

If City shall fail to pay any rent to RVT when the same is due and payable under the terms of this Lease and such default shall continue for a period of ten (10) days after written notice thereof has been given City by RVT, or if the City shall fail to perform any other duty or obligation imposed upon it by this Lease and such default shall continue for a period of thirty (30) days after written notice thereof has been given to City by RVT, or if the City shall be adjudged bankrupt, or shall make a general assignment for the benefit of its creditors, or if a receiver of any property of City in or upon the Leased Premises be appointed in any action, suit, or proceeding by or against City and such appointment shall not be vacated or annulled within sixty (60) days, or if the interest of City in the Leased Premises shall be sold under execution or legal process, then and in any such event RVT shall have the right to enter upon the Leased Premises and again have, repossess, and enjoy the same as if this Lease had not been made, and thereupon this Lease shall terminate.

19. Surrender.

(a) When this Lease shall terminate in accordance with the terms hereof, City shall quietly and peaceably deliver up possession to RVT without notice from RVT other than as may be specifically required by any provision of this Lease. City expressly waives the benefit of all laws now or hereafter in force requiring notice from RVT with respect to termination. City shall deliver up possession of the Leased Premises in as good order, repair and condition as the same are in at the beginning of the term of this Lease except for reasonable wear and tear, loss, damage, or destruction caused by fire, flood, windstorm, earthquake, strikes, riots, acts of public

enemy, acts of God or other casualty, or caused by negligence of RVT, its agents, employees or invitees.

(b) The City understands that this lease is entered into for a property with a Federal Interest governed by FTA Regulations. Such regulations require that the RVT have ongoing control over the facility and the federal government has an interest in potential use of the non-transit space for other federal programs that may necessitate the breach of this lease for convenience of the parties. In such instance, the RVT shall provide notice of intent to breach such lease with 90 days notice to the City. In such case, no rent will be due and owing by the City at the conclusion of the lease term and RVT shall not be liable for any damages to City.

20. Notice.

(a) Any notice or demand required by the provisions of this Lease to be given to RVT shall be deemed to have been given adequately if sent to RVT by Certified Mail or personal delivery at the following address:

City of Williamsport Bureau of Public Transportation

(b) Any notice or demand required by the provisions of this Lease to be given to City shall be deemed to have been given adequately if sent by Certified Mail or personal delivery to City at the following address:

City of Williamsport, Office of the Mayor

(c) Either party shall have the right to change its address by giving to the other party fifteen (15) days' notice of its intention to make such change and of the substituted address at which any notice or demand may be directed to them.

21. No Discrimination.

All customers, employees, licensees, and invitees of City shall have the opportunity to obtain all the goods, services, accommodations, advantages, facilities and privileges of the Premises without discrimination because of race, creed, color, sex, age, national origin, ancestry, or handicap. City shall not discriminate in the conduct and operation of its business in the Premises against any person or group of persons because of the race, creed, color, sex, age, national origin, ancestry, or handicap of such person or group of persons.

22. Title VI Assurance.

- (a) The City for itself, its heirs, personal representatives, successors in interest and assigns, as a part of the consideration hereof does hereby covenant and agree "as a covenant running with the land" that in the event facilities are constructed, maintained, or otherwise operated in or on the Premises described in this Lease for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the City shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49 of the Code of Federal Regulations, Transportation, Subtitle A, Office of the Secretary of Transportation, Part 21, Nondiscrimination in Federally- Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act of 1964, and as such regulations may be amended.

In the event of breach of any of the above nondiscrimination covenants, RVT shall have the right to terminate this Lease and to re-enter and repossess the Premises and the facilities thereon, and hold the same as if this Lease had never been made or issued.

- (b) The City for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, "as a covenant running with the land" that (1) no person, on the ground of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of such facilities, (2) that in the construction of any improvements on, over, or under the Premises and the furnishing of services thereon or therein, no person on the ground of race, color or national origin shall be excluded from participation in, denied the benefits of or otherwise subjected to discrimination, (3) that the City shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49 of the Code of Federal Regulations, Transportation, Subtitle A, Office of the Secretary of Transportation, Part 21, Nondiscrimination in Federally- Assisted Programs of

the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act of 1964, and as such regulations may be amended.

In the event of breach of any of the above nondiscrimination covenants, RVT shall have the right to terminate this Lease and to re-enter and repossess the Premises and the facilities thereon, and hold the same as if this Lease had never been made or issued.

23. Rules and Regulations.

City agrees that its employees, agents, visitors and licensees shall observe faithfully and comply strictly with reasonable rules and regulations and such other further reasonable rules and regulations as adopted by RVT, from time to time, for the operation of the Leased Premises.

24. Counterparts.

This Lease is being executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

25. Binding Effect.

The terms, conditions and covenants of this Lease shall be binding upon and shall inure to the benefit of each of the parties hereto, their representatives, successors, and assigns.

26. Headings.

The headings for all Sections and subsections herein have been inserted only for convenience of reference, and in no way define, limit or describe the scope or intent of this Lease, nor in any way other affect this Lease.

27. Interpretation.

Words of any gender used in this Lease shall be held to include any other gender, and words in the singular number shall be held to include the plural and the plural the singular,

when the context requires. Wherever used herein, the words "RVT" and "City" shall be deemed to include all affiliated corporations, successors, subleases and assigns of said parties.

28. Severability.

If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons whose circumstances are other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

29. Entire Agreement.

This Lease and the Exhibits and attachments hereto contain the entire agreement between the parties and supersede all prior agreements and understandings. Any agreement hereafter made shall be ineffective to change, modify or discharge this Lease, and its Exhibits and attachments, in whole in or in part, unless such agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought.

30. No Waiver.

No party's failure strictly to enforce any provision of this Lease shall be a waiver of, or excuse the other from, any future performance hereunder.

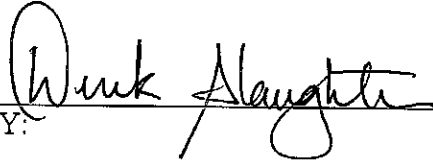
31. Applicable Law: Jurisdiction and Venue.

(a) This Lease shall be governed by and construed in accordance with the law of the Commonwealth of Pennsylvania and is subject to financial assistance contracts between the RVT and the Federal Transit Administration and Pennsylvania Department of Transportation. City acknowledges that RVT has a continuing obligation to comply with, among other things, Federal Transit Administration requirements. City pledges to use its best efforts to cooperate with RVT in complying with these obligations, to the extent not inconsistent with the provisions of this Lease.

(b) Insofar as this matter may be subject to litigation in the courts, rather than under the terms of the arbitration provisions in the federal assistance contracts, the parties agree to the exclusive, concurrent original jurisdiction of the Court of the Common Pleas of Lycoming County, Pennsylvania.

IN WITNESS WHEREOF, RVT and City have caused these presents to be executed as of the day and year first above written.

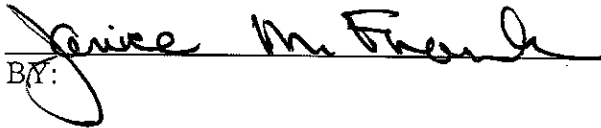
CITY OF WILLIAMSPORT
RVT GENERAL MANAGER



BY:

Witness

CITY OF WILLIAMSPORT,
OFFICE OF THE MAYOR



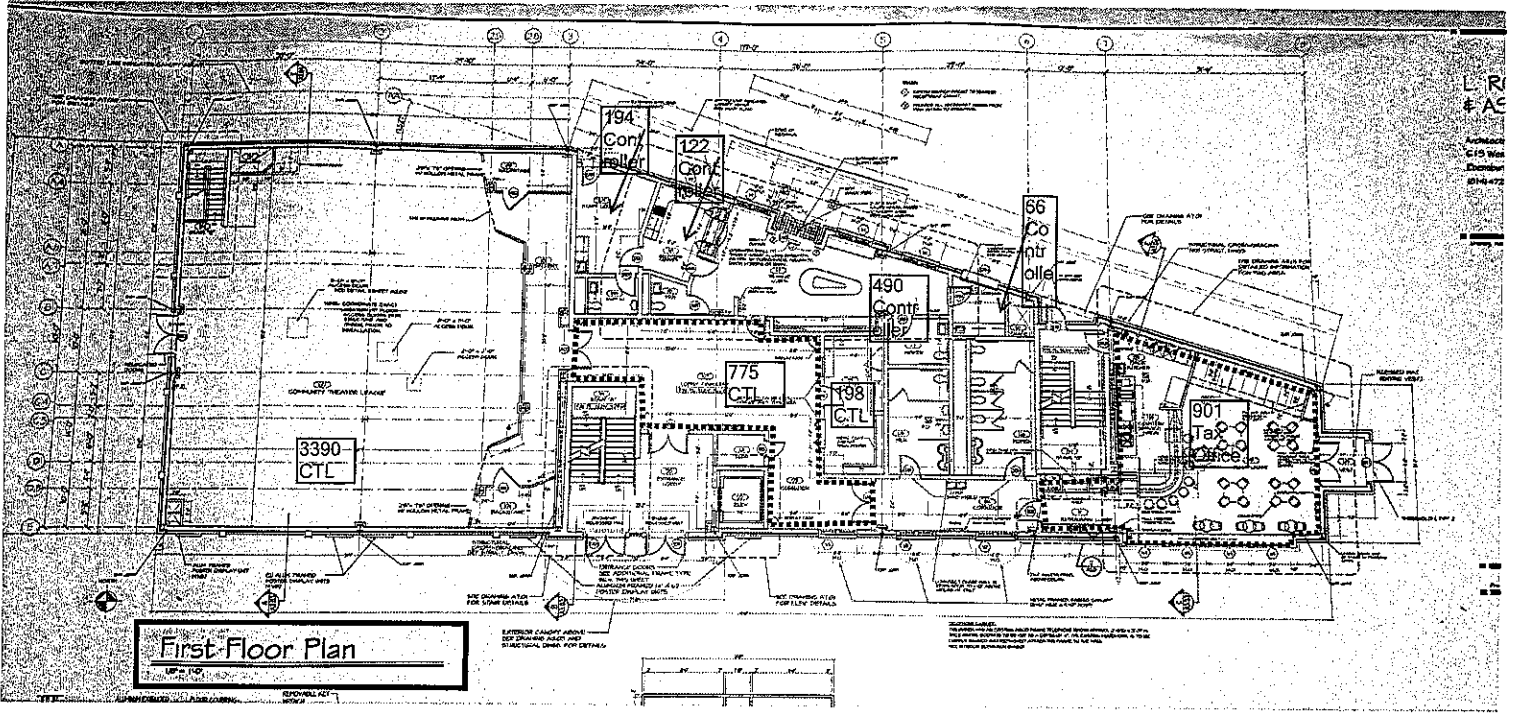
BY:

Witness

CITY OF WILLIAMSPORT,
OFFICE OF THE CONTROLLER

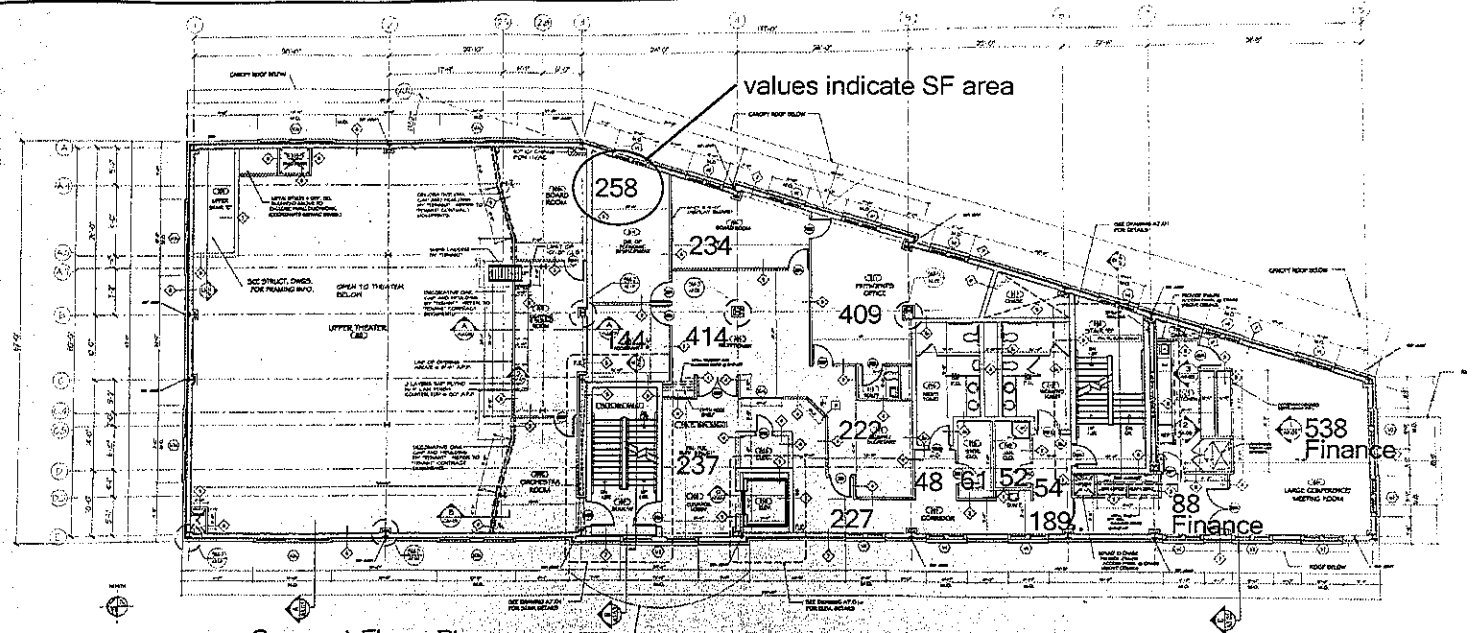
BY:

Witness



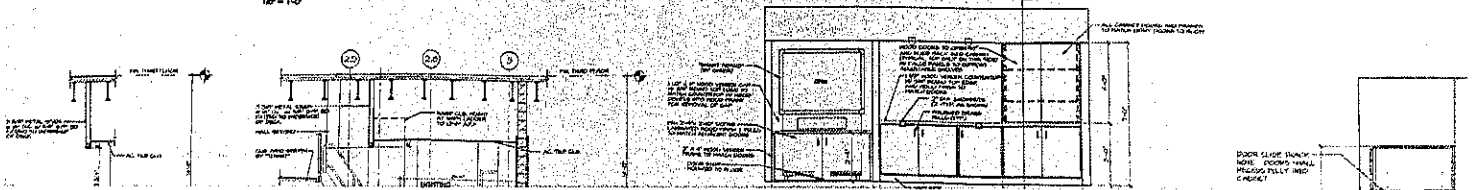
First-Floor Plan
UP TO

L. R. / - AC / 10/2000 / 115 West / Denver / 014-72

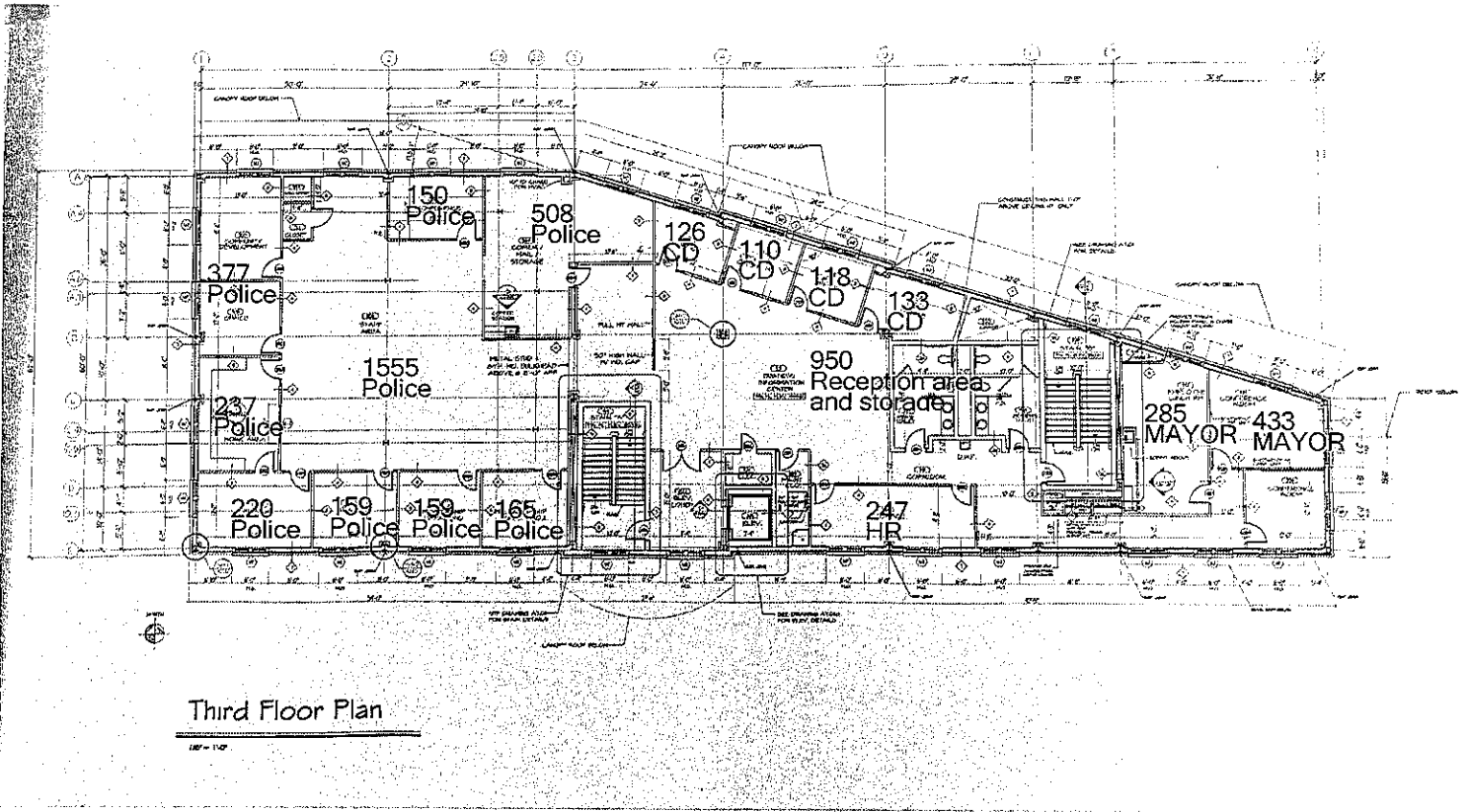


Second Floor Plan

1/8" = 1'-0"



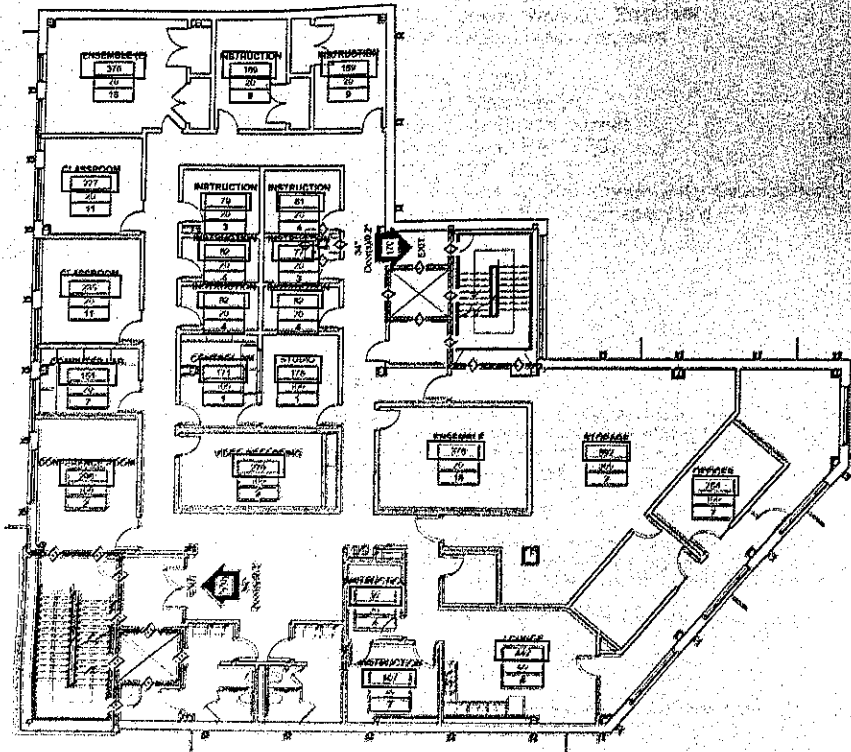
Tot 2nd floor = 3263 SF



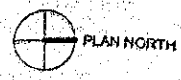
Third Floor Plan

1/8" = 1'-0"

Tot 3rd floor = 6742 SF



3 ALTERNATE SECOND FLOOR EGRESS PLAN
 1/16" = 1'-0"



2

