

#002406  
modified Built-up  
2/23/02

**MEMORANDUM OF AGREEMENT**

This **MEMORANDUM OF AGREEMENT** (this "Agreement") is made and entered into this \_\_\_ day of February 2002, by and between **CITY OF GAINESVILLE**, a municipal corporation of the State of Florida (hereinafter referred to as the "City"), and **GREYHOUND LINES, INCORPORATED**, a Delaware corporation (hereinafter referred to as "Greyhound").

**WITNESSETH:**

**WHEREAS**, the City of Gainesville Regional Transit System (hereinafter referred to as "RTS") and Greyhound mutually desire to collaborate to identify a joint site location within the City of Gainesville for a multi-modal facility (hereinafter referred to as the "Facility"); and

**WHEREAS**, Greyhound has committed to locate its terminal operation in the proposed multi-modal facility, but may not be able to financially participate in the construction costs of the multi-modal facility if required to expend significant funds to relocate to a new terminal before the multi-modal facility is built; and

**WHEREAS**, additional federal funds may be available to the City to offset the construction costs of the facility if Greyhound occupies a space in the multi-modal facility; and

**WHEREAS**, the City and Greyhound acknowledge that a sufficient length of time is necessary to identify a site for the Facility; and

**WHEREAS**, Greyhound is in the process of vacating their existing location of operation, although no exact date for vacating their current site has been established; and

**WHEREAS**, Greyhound and the City desires to insure that continuous service to the public will not be interrupted and allow Greyhound to occupy a temporary location for its operations.

**NOW THEREFORE**, for and in consideration of the premises herein stated, and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the City and Greyhound agree as follows:

1. **Recitals.** The recitals set forth above constitute a material part of this Agreement.

2. **Grant of Temporary Location for Operation.**

(a) While working jointly with the City to identify a site for the Facility, if Greyhound determines that it is in need of a temporary location for its terminal bus operation in the City of Gainesville, the City will offer Greyhound the opportunity to lease the Old Gainesville Regional Utilities site (hereinafter referred to as the "Old GRU Site"), located at 700 S.E. 3<sup>rd</sup> Street.

(b) If Greyhound chooses to lease the Old GRU Site, it shall notify the City within 365 days of the date of this agreement, otherwise this offer shall be null and void. The offer may be extended at the sole discretion of the City. Notwithstanding the foregoing, Greyhound's acceptance or rejection of the offer of the option to lease shall

be in writing and sent to the City Manager, City of Gainesville, P.O. Box 490, Station 7, Gainesville, Florida 32602.

**3. Lease.**

(a) If Greyhound accepts the offer to lease the Old GRU Site, the City and Greyhound shall use its best efforts to negotiate a Lease Agreement (hereinafter referred to as the "Lease"), within 30 days of receipt of notice from Greyhound, which shall specify all the details of the temporary occupancy. The term of the Lease shall be for a maximum period of two years, and if Greyhound has not relocated its operation to another site at the end of the two (2) year period, the Lease shall become a month-to-month tenancy, at the sole option of the City.

(b) Greyhound shall agree to pay without demand, to the City as rent for the Old GRU Site the sum of \_\_\_\_\_, plus any applicable tax per month in advance on the 1<sup>st</sup> day of each calendar month, payable to the City of Gainesville. Billing and Collections, Station 47, Post Office Box 490, City Hall 3<sup>rd</sup> Floor, Gainesville, Florida 32602, or at such other place as the City may designate.

(c) Greyhound shall be responsible for all costs of the operation of the temporary location at the Old GRU Site. Greyhound may place temporary modular structures on the Old GRU Site to conduct its business operations, subject to approval by the appropriate reviewing authority. Additionally, such structures shall comply with all code requirements of the City of Gainesville, state and federal, and other governments, as applicable.

(d) The Lease shall be subject to the approval and requirements of the Federal Transit Administration (hereinafter referred to as the "FTA") guidelines for

Metropolitan Planning grants, Capital Program grants and Urbanized Area Formula grants for assistance programs of the FTA.

4. **Use of Premises.** The Old GRU Site shall be used and occupied by Greyhound exclusively for the purposes of Greyhound's terminal bus operation, and Greyhound will not use the Old GRU Site for any other purposes than that specified in the Lease and will not assign the Lease or any rights under the Lease, nor suffer or permit any other person, or corporation, except the City or its assigns, to use any part of the Old GRU Site.

5. **Waiver of Claims.** Upon the execution of this Agreement, Greyhound does hereby waive any and all claims, actions, causes and causes of action, claims, controversies, damages or suits of any kind or make whatsoever, in law or in equity, and any claims for attorneys' fees, costs, and/or interest, which Greyhound ever had, now have, or may have, whether known or unknown, on account of, or in any way related to this Memorandum of Agreement.

6. **Limited Rights.** Nothing contained here in this Agreement, or execution of the same shall be deemed to either grant to or secure for Greyhound any development rights, nor constitute approval of any structure or facilities Greyhound intends to construct on the Old GRU Site. Greyhound, at its own cost and expense, shall secure any necessary permits and rights under applicable federal, state, county and municipal zoning, environmental, and land use laws, regulations and ordinances to develop and use the Old GRU Site.

7. **Recording of Agreement.** Greyhound shall not record this Agreement on the public records of any public office. In the event that Greyhound records this

Agreement, this Agreement shall, at the City's option, terminate immediately and the City shall be entitled to all rights and remedies that it has at law or in equity.

8. **Governing Law.** This Agreement shall be governed, construed, and interpreted by, through and under the laws of the State of Florida. Venue is Gainesville, Florida.

9. **Severability.** If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent provided by law.

10. **Modification.** The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered, or amended in any way except through a written amendment signed by all the parties hereto.

11. **Non-Binding.** This Agreement is not legally binding upon the City in that the City is not contractually obligated to lease the Old GRU Site to Greyhound. Furthermore, this Agreement does not contain or purport to address all matters and subjects upon which the parties must ultimately reach a mutual agreement before a Lease may be executed and delivered. If a Lease is executed and delivered between the parties, the legal rights, duties and obligations of the parties in respect to the Lease contemplated therein shall be determined solely in accordance with and governed by the terms of the Lease.

**IN WITNESS WHEREOF**, the duly authorized representatives of the parties hereto have executed this Agreement under seal as of the day and year first above written.

**GREYHOUND LINES, INC.**

**CITY OF GAINESVILLE**

By: \_\_\_\_\_  
Chris Ensenberger, Vice-President,  
Real Estate Facility

By: \_\_\_\_\_  
Wayne Bowers  
City Manager

Approved as to Form and Legality:

\_\_\_\_\_  
City Attorney