

#980239

**CITY OF GAINESVILLE
REGIONAL TRANSIT SYSTEM
PARK-N-RIDE FACILITY**

THIS AGREEMENT, made and entered into this _____ day of _____, 1998, by and between CITY OF GAINESVILLE, a municipal corporation, of the State of Florida, with address of 100 S.E. 10th Avenue, Gainesville, Florida 32601, hereinafter called "CITY" and General Growth Management, Inc., Agent for Oaks Mall Gainesville Limited Partnership, Owner of The Oaks Mall, hereinafter called the "OWNER".

WITNESSETH:

WHEREAS, the cooperation of the parties is necessary to provide park-n-ride facilities to promote efficient transportation by encouraging car pooling, van pooling, the use of public transportation and economic development.

NOW, THEREFORE, in consideration of the premise and mutual understanding set forth herein, the parties agree:

1. The CITY may use the park-n-ride facility on premises of the OWNER and located at the South Parking Lot, The Oaks Mall, 6419 Newberry Road, Gainesville, FL 32605, hereinafter called the "Property":

2. The CITY shall:

A. Restripe and reseal the asphalt and repair any other damages caused by regular wear and tear due to usage every three years or as needed and upon agreement of OWNER and City as necessary, and also to install a shelter, including trash receptacles, patron parking area signs, and approved by OWNER signs advertising the park-n-ride facility. Should advertisements be sold on the shelter all proceeds will be divided equally between CITY and OWNER. Repairs to damages of any of the items installed as described herein, are the sole responsibility of the CITY. Any installations or repairs due are to be completed by the CITY within Thirty (30) days written notice. All installations need to be pre-approved from plans/pictures by OWNER.

B. Immediately (within Ninety-six (96) hours) repair damage done by bus traffic, including but not limited to fuel spills, curb damage, light pole damage, etc.

3. The OWNER shall:

A. Allow the South Parking Lot (see Exhibit A hereto) at the Property to be used as a park-n-ride facility during the hours of 6:00AM to 7:00PM exclusively for the CITY's Regional Transit System shuttle service to the University of Florida on the following dates:

i. August 17 through December 18, 1998 exclusive of Saturdays, Sundays, and the following Holidays - Labor day, Veterans Day, Thanksgiving and the day after.

ii. Dates of service for subsequent semesters will be mutually negotiated when school calendar dates and success of the program have been established.

4. The OWNER hereby gives, grants, bargains and releases to the CITY a license to enter upon the portion of the Property used by the CITY and for any future improvements or public meetings that are mutually agreed upon in writing by both parties. The license is granted by the OWNER upon the condition that any future construction upon the Property by the CITY shall not exceed the limits outlined in Section 2, and in the transit needs determined by the CITY and that all grading or sloping shall conform to all existing structural improvements within the limits designated, and all work will be performed in such a manner to avoid damage to existing structural improvements. In the event of the future construction, and if damage occurs as the result of this construction to existing structural improvements, the CITY, or its contractors shall be responsible for the pertinent repairs to the Property.

5. The OWNER represents and warrants that it has fee title to the Property without any restriction, easement or exception that may prevent the use of the Property for park-n-ride purposes.

6. The term of this Agreement shall be for a period of Three (3) years commencing on August 17, 1998 at 12:01 am, and terminating at August 16, 2000 at 11:59 pm unless sooner terminated as hereinafter set forth, CITY and OWNER reserve the right to terminate this Agreement by Thirty (30) days written notice to the other party, sent certified mail, return receipt requested.

In the event of need for notification the parties to be notified are:

A. For the OWNER:

Jonathan Hubbell,
Assistant General Manager
The Oaks Mall
6419 Newberry Road
Gainesville, FL 32605

B. For the CITY:

Perry Maull, Director RTS
City of Gainesville
Regional Transit System
P.O. Box 490, Station 5
Gainesville, FL 32602

7. Upon Thirty (30) days written notice to CITY, OWNER reserves the right to relocate the park-n-ride facility to any location on Mall premises at any time.

8. To the extent authorized by law, particularly Section 768.28, Florida Statutes, the CITY shall be liable for claims, suits, judgments or damages, including court costs and attorney's fees arising out of negligence by the CITY, its employees, agents and contractors in the course of performance of this Agreement.

9. OWNER will not accept responsibility for the vehicles and/or belongings of the park-n-ride users.

10. Stacked or waiting buses will not sit with motors running more than Fifteen (15) minutes.

11. OWNER shall dictate the ingress and egress routes.

12. This Agreement shall be modified only in writing and signed by both parties.

13. This Agreement shall inure to the benefit of the successors and assigns of the parties.

14. In accordance with the terms and provisions of Section 768.28, Florida Statutes, and regarding waiver of sovereign immunity in tort actions, CITY is self-insured.

Tort limits under Section 768.28, Florida Statutes are limited to \$100,000.00 per person, \$200,000.00 per accident. Workers Compensation and Automobile coverages fall under the self-insured provisions of this Statute.

15. OWNER will not be responsible for the safety of Park and Ride riders.

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

GENERAL GROWTH MANAGEMENT, INC., Agent
(and herein as OWNER)

WITNESS

By: _____
Title

CITY OF GAINESVILLE

By: _____
City Manager
