

HAREDPREPARED BY:
Michael E. Leach, Esq.
Michael E. Leach, PA
2400 E. Commercial Blvd. (Suite 706)
Fort Lauderdale, FL 33308

SHARED PARKING AGREEMENT

This is an Agreement by and between **ILL INVESTMENTS, LLC, a Florida limited liability company**, of 20 NE 6th Street, Pompano Beach, Florida 33060, hereinafter called "**OWNER**" and **the CITY OF POMPANO BEACH, a municipal corporation of the State of Florida**, of 100 West Atlantic Boulevard, Pompano Beach, Florida 33060, hereinafter called "**CITY**".

WITNESSETH:

Whereas, Section 155.5102 (J)(3)(a) City of Pompano Beach Code of Ordinances, permits up to 75 percent (75%) of the number of parking spaces required for a use may be used to satisfy the number of parking spaces required for other uses that generate parking demands during different times of the day or different days of the week, and

Whereas, Chapter 155.5102(J)(3)(b) City of Pompano Beach Code

of Ordinances, requires that shared parking spaces shall be located within 500 feet walking distance of the primary pedestrian entrances to the uses served by the parking, and shared parking spaces shall not be separated from the use they serve by an arterial or collector street unless pedestrian access across the arterial or collector street is provided by a grade-separated pedestrian walkway or appropriate traffic controls (e.g. signalized crosswalk).

Whereas, Chapter 155.5012(J)(3)(f) City of Pompano Beach Code of Ordinances, requires a shared parking agreement between the property owner of the respective parcels and the "CITY" if a separate parcel is to be used for shared parking facilities, and

Whereas, "OWNER" herein is the owner of certain real properties situate, lying and being in Broward County, Florida known as 25 N.E. 5th Street, Pompano Beach, Florida 33060, and described more particularly on Exhibit "A" attached hereto and incorporated herein, and hereinafter referred to as "Parcel A", and has leased or intends to lease said property to be used as a church which requires additional off-street parking facilities; in that the subject property currently has 13 parking spaces onsite for the assembly (church) area and the required number of parking spaces for the proposed use is 20. The hours the Church will be open are Wednesday through Saturday from 7:00 P.M. until 10:00 P.M. and Sunday from 10:00 A.M. until 3:00 P.M.. The survey and site plan for Parcel "A" are attached hereto as Exhibit A-2, and

Whereas "OWNER" herein also is the owner of the adjacent real property, being used as a marble and granite business and known as 20 N.E. 6th Street, Pompano Beach, Florida 33060 and more particularly described on Exhibit "B" attached hereto and incorporated herein, and hereinafter referred to as "Parcel B". The marble and granite business currently has 19 parking spaces, and is open from Monday through Friday from 8:00 A.M. until 4:30 P.M.. "OWNER" intends to provide the church with the additional required off-street parking; The survey and site plan for Parcel "B" are attached hereto as Exhibit B-2.

IN CONSIDERATION of the mutual promises, terms and conditions contained herein, OWNER and CITY agree as follows:

1. The uses of the Property are:

Use #1:	Church
Location:	25 N.E. 5 th Street Pompano Beach, FL 33060
Hours of Operation:	Wed-Sat. from 7P.M.-10 P.M. Sun 10:00A.M. - 3:00 P.M.
Basis of Parking Requirement	1 parking space per 35 sq. feet of assembly area
Parking Spaces required	Assembly area square footage 700 Sq. = 20 parking spots.
Current Parking Spaces	13
Use#2:	Marble and Granite Business
Location:	20 N.E. 6 th Street Pompano Beach, FL 33060
Hours of Operation	Mon.-Fri. 8:00 A.M.-4:30 P.M.
Basis of Parking Requirement	1 space per 400 square feet
Parking Spaces required:	5700 sq. ft. = 15 parking spaces
Current Parking Spaces:	19

2. The "OWNER" covenants and agrees that it shall provide no less than seven (7) off street parking spaces on Parcel B, for the use and benefit of the described use of Parcel A. The OWNER further covenants and agrees that neither the above-described uses, nor their respective hours of operation shall be altered, changed or revised in any manner without the prior written consent of the CITY and amendment of this Agreement.
3. The OWNER covenants and agrees that it shall be responsible for the maintenance of the parking facility on the Property.
4. The provisions contained herein shall constitute restrictions and covenants which shall run with the land and bind all parties having any right, title and interest in the above described real properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.
5. Any additional parcel or parcels of land meeting the provisions of the City of Pompano Beach Code of Ordinances may be substituted for "Parcel B", with the permission of the City of Pompano Beach, by means of an agreement of equal dignity to this Agreement and recorded in the Public Records of Broward County, Florida.

6. The OWNER agrees that upon termination of this Agreement, it shall either (i) meet the off-street parking requirements of the CITY by other means; or (ii) reduce the scope of the above described uses of the Property to the extent necessary to comply with the off-street parking requirements of the CITY.
7. The CITY gives the OWNER permission to use the real property described in Exhibit "B" for off-street parking facilities in connection with the real property described in Exhibit "A". In consideration for said permission, OWNER covenants and agrees that the portion of "Parcel B", which satisfies the off-street parking requirement of "Parcel A", shall never be sold or disposed of except in conjunction with the sale of "Parcel A", as long as off-street parking facilities are required by applicable city ordinances.
8. This Agreement shall be of no effect until it is properly executed by the CITY and OWNER and recorded in the Public records of Broward County, Florida, at the expense of the OWNER.

IN WITNESS WHEREOF, the CITY and OWNER have caused this Agreement to be executed on the respective dates shown adjacent to their respective signatures.

OWNER

Signed, sealed and delivered
in the presence of:

**ILL INVESTMENTS, LLC, a Florida
limited liability company**

[Signature]
Witness #1 Signature

[Signature]
BY: **Izone M. Perpetuo, Manager**

Andre Abreu
Witness #1 Printed Name

[Signature]
Witness #2 Printed Name

Sirlene Dos Santos
Witness #2 Printed Name

[Signature]
Witness #1 Signature

[Signature]
BY: **Luciana C. Perpetuo, Manager**

Andre Abreu
Witness #1 Printed Name

[Signature]
Witness #2 Signature

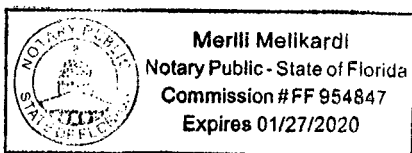
Sirlene Dos Santos
Witness #2 Printed Name

STATE OF FLORIDA)
) ss
COUNTY OF BROWARD)

I hereby certify that on this day before me, an officer
duly authorized in the State aforesaid and in the County aforesaid
to take acknowledgments, personally appeared **Izone M. Perpetuo, as
Manager and Luciana C. Perpetuo**, as Manager of ILL Investments,
P613-413-62-422-0
LLC, who produced Driver licenses P613-520-66-508-0 as
identification and who executed the foregoing instrument.

WITNESS my hand and official seal in the County and State
last aforesaid this 17th day of _____, 2018.

MY COMMISSION EXPIRES:



[Signature]
NOTARY PUBLIC

"CITY":

Witnesses:

CITY OF POMPANO BEACH

By: _____
REX HARDIN, MAYOR

By: _____
GREGORY P. HARRISON, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK (SEAL)

Approved As To Form:

MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2018 by **REX HARDIN** as Mayor, **GREGORY P. HARRISON** as City Manager and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

Name of Acknowledger Typed, Printed or Stamped)

Commission Number

EXHIBIT "A" - LEGAL DESCRIPTION

Lot 1, Through 6, Block 1, of Corrected Plat of Perry and Wells Subdivision, according to the Plat thereof, as recorded in Plat Book 4, Page 21, of the Public Records of Broward County, Florida.

Parcel ID# 484235-23-0010

EXHIBIT A-2-1

TOPOGRAPHIC SURVEY
LOTS 1-6, BLOCK 1
CORRECTED PLAT OF PERRY & WELLS' SUBDIVISION
PLAT BOOK 4, PAGE 21
BROWARD COUNTY, FLORIDA

LEGAL DESCRIPTION:
LOTS 1 - 6, BLOCK 1, CORRECTED PLAT OF PERRY & WELLS SUBDIVISION, ACCORDING TO THE PLAT THEREON ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR BROWARD COUNTY, FLORIDA, RECORDED IN PLAT BOOK 4, PAGE 21; SAID LANDS SITUATE LYING AND BEING IN BROWARD COUNTY, FLORIDA,
TOGETHER WITH THE NORTHEAST 1/4 OF ALLEY ADJACENT TO SAID LOTS 1 THRU 6, BLOCK 1.

SURVEYORS NOTES

1. LOCUS SHOWS HEREIN ARE NOT ADEQUATE FOR EASEMENTS AND/OR RIGHTS OF WAY.
2. RECORD EXHIBIT AS SHOWN ON THE RECORD PLAT IS IN ACCORD WITH THE RECORD PLAT.
3. NO ADJACENT OR AGENT TO THIS SITE TO LOCATE UNDERGROUND TROTTOIRS OF BUILDINGS
ON FENCES OR FOR MACHINERY TO THIS SITE.
4. LOCUS SHOWS HEREIN REFER TO AN ASSUMED MEDIUM OF N.E. 30° 20' 00" E. ALONG
THE SOUTH RIGHT OF WAY LINE OF N.E. 6TH STREET
1. BEHAVING SHOWS HEREIN REFER TO AN ASSUMED MEDIUM OF N.E. 30° 20' 00" E. ALONG
THE SOUTH RIGHT OF WAY LINE OF N.E. 6TH STREET
4. THIS SITE IS LOCATED "WING" "W" (BASE ELEVATION = 7.0') AS SHOWN ON FECHA MAP
NO. 120055-010-15, DATED: AUGUST 18, 1982.
5. SITE AREA: 3448.68 SQUARE FEET OR 0.83 ACRES MORE OR LESS.
6. LEGAL DESCRIPTION FURNISHED BY DUFFIN

CERTIFICATIONS:
BROWNS CONTRACTING CORPORATION

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THIS PLAN OF SURVEY WAS PREPARED UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AND MAPMAKERS IN CHAPTER 61G17-6, FLORIDA STATUTES, AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A LICENSED FLORIDA SURVEYOR AND MAPMAKER.

ROBERT BLOOMSTER JR.
PROFESSIONAL LAND SURVEYOR
NO. 4134 STATE OF FLORIDA

BLOOMSTER
PROFESSIONAL LAND
SURVEYORS, INC.

791 NORTHEAST DIXIE HIGHWAY
JENSEN BEACH, FLORIDA 34957
PHONE 564-774-0000

BROWNS CONTRACTING CORPORATION
20 N.E. 6th COURT
CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA

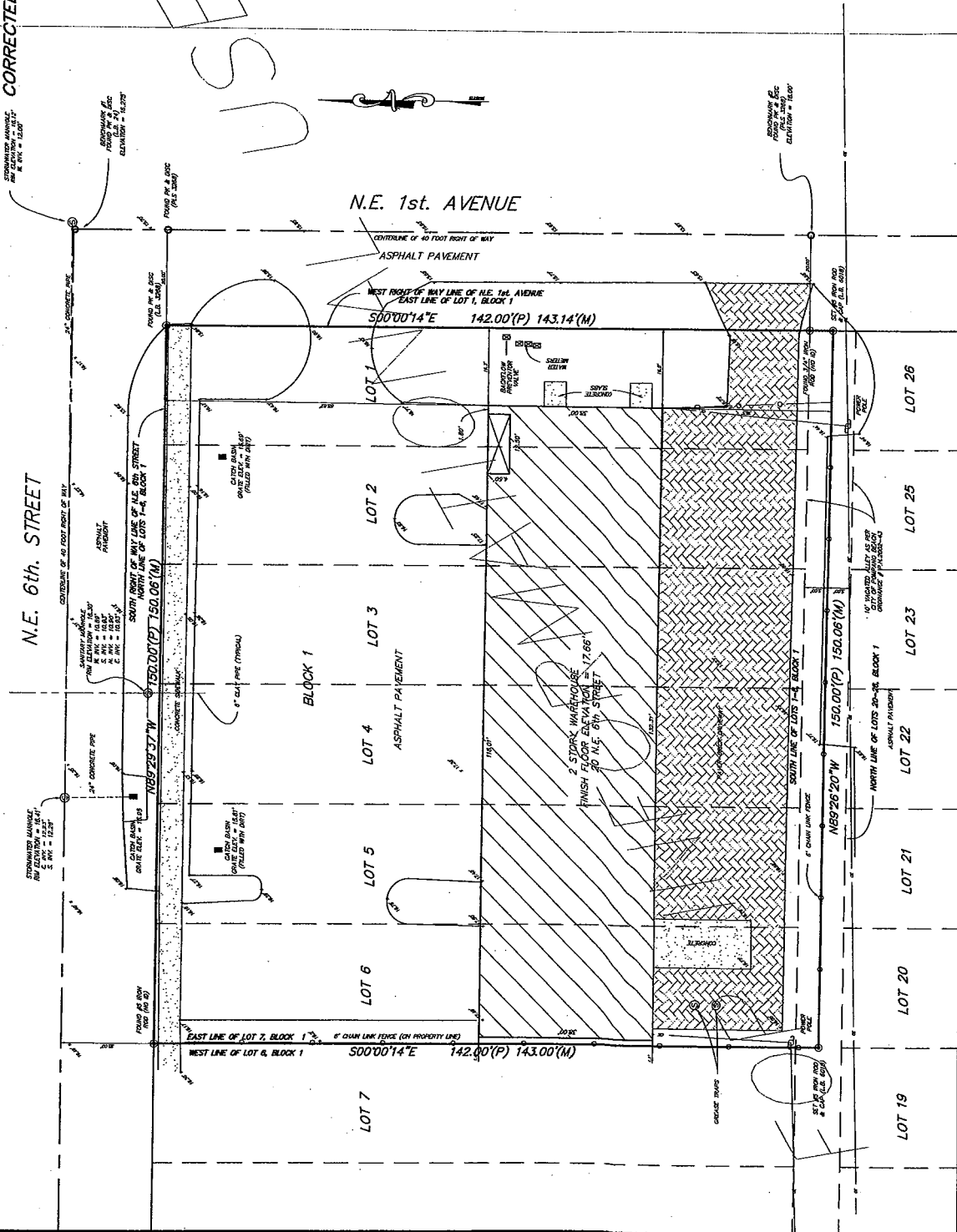


EXHIBIT "B" - LEGAL DESCRIPTION

Lots 22, 23, 24 and 25 in Block 1, of Corrected Plat of Perry and Wells Subdivision, according to the Plat thereof, as recorded in Plat Book 4, Page 21, of the Public Records of Broward County, Florida.

Parcel ID# 484235-23-0070

ACCURATE LAND SURVEYORS, INC.

LB. #3635

1190 E. ATLANTIC BLVD.
POMPANO BEACH
FLORIDA 33069

TEL. (954) 782-1441
FAX. (954) 782-1442

BOUNDARY & TOPOGRAPHIC SURVEY

LEGEND OF ABBREVIATIONS:

A	ANCHOR	AS	ASBESTOS
B	BALANCE	BS	BEST
C	CORNER	CD	CORNER DITCH
D	DITCH	DE	DEVELOPMENT
E	EAST	ED	EAST DITCH
F	FENCE	FE	FENCE LINE
G	GRASS	GE	GRASSY AREA
H	HIGHWAY	HE	HIGHWAY RIGHT-OF-WAY
I	IRON	IE	IRON PIPE
J	JACK	JE	JACK POST
K	KICK	KE	KICK CURB
L	LAND	LE	LAND ELEVATION
M	MASONRY	ME	MASONRY ELEVATION
N	NORTH	NE	NORTH ELEVATION
O	OPEN	OE	OPEN SPACE
P	PAVED	PE	PAVED SURFACE
Q	QUARTER	QE	QUARTER SECTION
R	RAILROAD	RE	RAILROAD RIGHT-OF-WAY
S	SOUTH	SE	SOUTH ELEVATION
T	TILE	TE	TILE ROOF
U	UTILITY	UE	UTILITY ELEVATION
V	VALLEY	VE	VALLEY FLOOR
W	WATER	WE	WATER ELEVATION
X	WOOD	XE	WOOD ELEVATION
Y	YARD	YE	YARD ELEVATION
Z	ZONE	ZE	ZONE ELEVATION

LEGAL DESCRIPTION:
LOTS 21, 22, 23, 24 AND 25 IN BLOCK 1 OF CORRECTED PLAT OF PERRY & WELLS SUBDIVISION, TOGETHER WITH THE SOUTH 1/2 OF 10' ALLEY LYING NORTH OF AND ADJACENT TO SAID LOTS AS VACATED IN ORB 32801 PG 1444 BROWARD COUNTY RECORDS.

STREET ADDRESS:
25 NE 5TH STREET POMPANO BEACH, FL 33080

CERTIFY TO:
1. ILL INVESTMENTS LLC

NOTES:
1. UNLESS OTHERWISE NOTED FIELD MEASUREMENTS ARE IN AGREEMENT WITH RECORD MEASUREMENTS.
2. BEARINGS SHOWN HEREON ARE BASED ON A BEARING OF N/4.
3. THE LOTS SHOWN HEREON WERE NOT ABSTRACTED FOR OWNERSHIP RIGHTS-OF-WAY.
4. EASEMENTS OF FENCES AND WALLS IF ANY NOT DETERMINED.
5. THIS DRAWING IS THE PROPERTY OF ACCURATE LAND SURVEYORS, INC. AND SHALL NOT BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS WITHOUT WRITTEN AUTHORIZATION.
6. THIS SURVEY IS MADE FOR THE EXCLUSIVE USE OF THE CERTIFIED HEREON. TO BE VALID ONE YEAR FROM THE DATE OF SURVEY AS SHOWN.
7. UNLESS OTHERWISE INDICATED, THE LOCATION OF OVERHEAD UTILITY LINES ARE FOR THE DWELLABLE STRUCTURE ONLY.
8. THE LOCATION OF OVERHEAD UTILITY LINES ARE APPROXIMATE IN NATURE DUE TO THEIR CONSTRUCTION.
9. SURVEYOR'S RESPONSIBILITY IS TO SHOW SIZE & LOCATION OF ALL TREES, COMMON AND SCIENTIFIC NAME TO BE VERIFIED BY CERTIFIED ARBORIST.

FLOOD ZONE DATA:
REFERENCE BENCHMARK:
COPR#0024/2011 ELEV: 13.747'NAD
EFFECTIVE 8/19/2014
RENEWED 8/19/2014

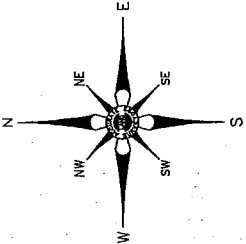
ELEVATIONS:
DATE OF FIELD SURVEY: 12-01-2017
DRAWN BY: ER
FIELD BOOK: 17-3801
CHECKED BY: RT
DATE
BY

CERTIFICATION:

I, THE UNDERSIGNED, BEING A LICENSED SURVEYOR UNDER MY REGISTRATION NO. 12345 AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, I FURTHER CERTIFY THAT THIS SURVEY WAS MADE IN ACCORDANCE WITH THE FLORIDA SURVEYING PRACTICE, ESTABLISHED BY THE BOARD OF PROFESSIONAL SURVEYORS AND PUBLISHED IN CHAPTER 117, FLORIDA ADMINISTRATIVE CODES, PURSUANT TO SECTION 472.07, FLORIDA STATUTES.

Robert L. Thompson 12-7-17
ROBERT L. THOMPSON (PRESIDENT)
PROFESSIONAL SURVEYOR AND MAPPER No. 3889 - STATE OF FLORIDA

SHEET 1 OF 1 SCALE 1"=20' SKETCH NUMBER SU-17-3901



SOUTH 1/2
RESERVED ALLEY
VACATED PER ORB 32801
PAGE 1444, B.C.R.
RESERVED FOR UTILITY
EASEMENT

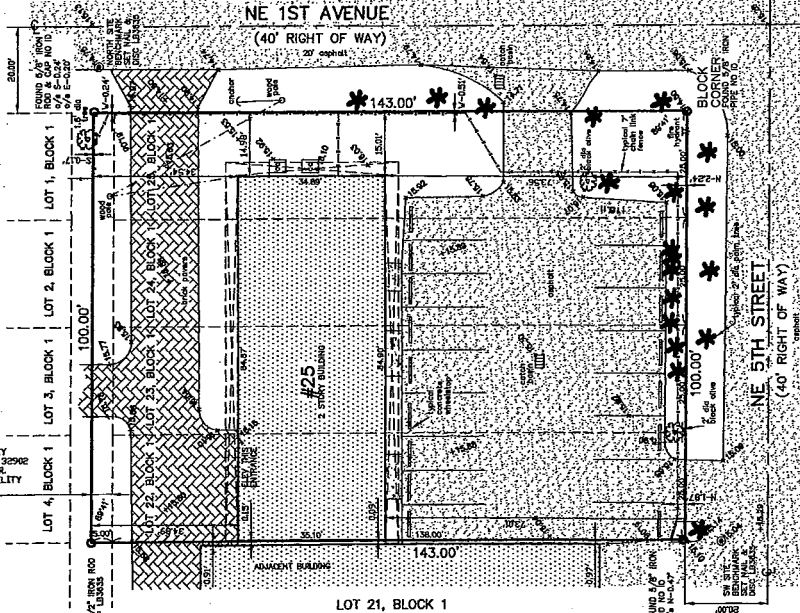


EXHIBIT B-2-2

