

SHARED PARKING AGREEMENT

THIS IS AN AGREEMENT made this 14th day of ~~April~~^{May}, 2010, by and between:

CITY OF POMPANO BEACH, a municipal corporation of the State of Florida, whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060, hereinafter referred to as "CITY",

and

FAULKNER ASSOCIATES OF FLORIDA, INC., a Florida corporation, whose address is P.O. Box 50145, Lighthouse Point, Florida 33074, hereinafter referred to as "OWNER"

WITNESSETH:

WHEREAS, Chapter 155, Section 155.112(A)(4) permits the use of up to seventy-five (75%) percent of the parking spaces of a use in operation during the daytime only may be used to satisfy the parking requirement of this chapter for use in operation during nighttime only; or up to seventy-five (75%) percent of the parking spaces of a use in operation Monday through Friday may be used to satisfy the parking requirement for a use in operation on Saturday or Sunday only; up to seventy-five (75%) percent of the parking spaces of a use in operation Monday through Saturday only may be used to satisfy the parking requirement of this chapter for a use in operation of Sundays only; and

WHEREAS, Chapter 155, Section 155.112(A)(4)(a), City of Pompano Beach Code of Ordinances, requests that shared parking facilities shall be located upon the same parcel of land the facilities are intended to serve, or on an additional parcel of land within five hundred (500) feet airline measurement of the nearest property line of the premises the shared parking facilities are intended to serve; and

(10)

WHEREAS, Section 155.112(A)(4) requires a shared parking agreement between the property owners of the respective parcels and the CITY if a separate parcel is to be used for shared parking facilities; and

WHEREAS, OWNER owns the following described commercial property (hereinafter "Property") located in the City of Pompano Beach, Florida, wherein various tenant-run businesses are located. See Exhibit "A" attached hereto and made a part hereof.

WHEREAS, OWNER leases, or will lease, portions of the Property specifically addressed in this Agreement for various purposes; and

WHEREAS, the property described in Exhibit "A" contains a total of 74 parking spaces for the businesses located thereon as more fully described in Exhibit "B"; and

WHEREAS, this Agreement supercedes the Shared Parking Agreement entered into between the City of Pompano Beach and Galaxy Development, Inc. dated December 28, 1998 and recorded in Official Records for Broward County, O.R. Book 29021, Pgs. 1452-1459.

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

1. The uses on the Property are:

Use #1: Convenience Store
Location: Unit 3502
Hours of Operation: 7:00 a.m. through 7:00 a.m. (Monday through Sunday)
Basis of parking requirement: 1/300 sq. ft. retail and 1/50 sq. ft. restaurant
(Business has 2375 sq. ft. retail and 25 sq. ft. restaurant)
Number of Required parking spaces (considered separately): 9 spaces
Monday through Sunday

Use #2: Office
Location: Unit 3504B
Hours of Operation: 7:00 a.m. through 6:00 p.m. (Monday through Saturday)
Basis of parking requirement: 1/250 sq. ft. (1400 sq. ft.)
Number of Required parking spaces (considered separately): 5 spaces
Monday through Saturday daytime only

Use #3: Rental Car Company
Location: Unit 3504A
Hours of Operation: 7:00 a.m. through 7:00 a.m. (Monday through Sunday)
Basis of parking requirement: 1 space per car (10 cars can be rented)
Number of Required parking spaces (considered separately): 10 spaces
Monday through Sunday

Use #4: Church
Location: Unit 3506
Hours of Operation: 7:00 a.m. through 9:00 p.m. (Sundays only)
Basis of parking requirement: 1 per 75 sq. ft. of church area (1500 sq. ft. available for congregation)
Number of Required parking spaces (considered separately): 20 spaces on Sunday only

Use #5: Medical Office
Location: Unit 3514
Hours of Operation: 7:00 a.m. through 6:00 p.m. (Monday through Friday)
Basis of parking requirement: 1/250 sq. ft. plus 3 per doctor (850 sq. ft.)
Number of Required parking spaces (considered separately): 7 spaces
Monday through Friday

Use #6: Retail/Office
Location: Unit 3516
Hours of Operation: 7:00 a.m. through 7:00 a.m. (Monday through Sunday)
Basis of parking requirement: 1/300 sq. ft. (1500 sq. ft.)
Number of Required parking spaces (considered separately): 5 spaces
Monday through Sunday

Use #7: Retail/Office
Location: Unit 3518
Hours of Operation: 7:00 a.m. through 7:00 a.m. (Monday through Sunday)
Basis of parking requirement: 1/300 sq. ft. (3600 sq. ft.)
Number of Required parking spaces (considered separately): 12 spaces
Monday through Sunday

Use #8: Retail/Office
Location: Unit 3522
Hours of Operation: 7:00 a.m. through 7:00 a.m. (Monday through Sunday)
Basis of parking requirement: 1/300 sq. ft. (1767 sq. ft.)
Number of Required parking spaces (considered separately): 6 spaces
Monday through Sunday

Use #9: Medical Office
Location: Unit 3524
Hours of Operation: 7:00 a.m. through 6:00 p.m. (Monday through Friday)
Basis of parking requirement: 1/250 sq. ft. plus 3 per doctor (1500 sq. ft. plus one doctor)
Number of Required parking spaces (considered separately): 8 spaces
Monday through Friday daytime only

Use #10: Retail
Location: Unit 3526
Hours of Operation: 7:00 a.m. through 7:00 a.m. (Monday through Sunday)
Basis of parking requirement: 1/300 sq. ft. (3000 sq. ft.)
Number of Required parking spaces (considered separately): 10 spaces
Monday through Sunday

Use #11: School
Location: Unit 3528
Hours of Operation: 6:00 p.m. through 9:00 p.m. (Monday through Friday)
Basis of parking requirement: 1 / 75 sq. ft. teaching area (800 sq. ft. for teaching)
Number of Required parking spaces (considered separately): 11 spaces
Monday through Friday during nighttime hours only

2. The OWNER covenants and agrees that it shall provide 74 off-street parking spaces on the subject property, for the use and benefit of the above-described uses. 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 be restrictions and covenants running with the land and shall be binding upon the heirs, successors and assigns of the parties.

5. The OWNER agrees that upon termination of this Agreement, he/she/they 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.

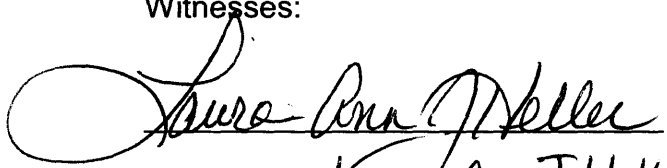
6. This Agreement shall be of no effect until it is properly executed by CITY and OWNER and recorded in the Public Records of Broward County, Florida, at the expense of OWNER.

7. The OWNER understands and agrees that it may be subject to all the penalties and remedies provided by law for violation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Shared Parking Agreement the date first written above.

"OWNER"

Witnesses:


Print Name: Laura Ann J. Heller

Print Name: _____

FAULKNER ASSOCIATES OF FLORIDA, INC., a Florida corporation

By: H. L. Faulkner

H. L. Faulkner
Name typed, Printed or Stamped
Title: President

(SEAL)

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me on this 10th day of May, 2010 by H. L. Faulkner as President of FAULKNER ASSOCIATES OF FLORIDA, INC., a Florida corporation. He/~~she~~ is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL




NOTARY PUBLIC, STATE OF FLORIDA

Laura Ann J. Heller
(Name of Acknowledger Typed, Printed or Stamped)

DD 648827
Commission Number

"CITY"

Witnesses:

CITY OF POMPANO BEACH

Christine Wodke
[Signature]

By:

[Signature]
LAMAR FISHER, MAYOR

By:

[Signature]
DENNIS W. BEACH, CITY MANAGER

Attest:

[Signature]
MARY L. CHAMBERS, CITY CLERK

(SEAL)

Approved by:

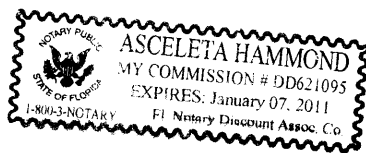
[Signature]
GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me on this 14th day of May, 2010 by **LAMAR FISHER** as Mayor, ^{PHYLLIS A. KORAB} ~~**DENNIS W. BEACH**~~ as City Manager, and **MARY L. CHAMBERS** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA



Asceletha Hammond
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

Oct-16-98 01:58P Shah Drotos & Associates 954 776 7608

P.08

EXHIBIT "A"

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

THOSE PORTIONS OF TRINITY ACRES AND PARCEL A OF TRINITY ACRES AS SHOWN ON THE PLAT RECORDED IN PLAT BOOK 141, PAGE 50 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID PARCEL A FOR A POINT OF BEGINNING AND RUN THENCE SOUTH 89°31'29" WEST ALONG THE SOUTH BOUNDARY OF SAID PARCEL A, A DISTANCE OF 278.93 FEET; THENCE NORTH 2°58'24" EAST, A DISTANCE OF 214.28 FEET; THENCE NORTH 0°04'45" WEST PARALLEL WITH AND 66.00 FEET EAST OF THE WEST BOUNDARY OF SECTION 22, TOWNSHIP 48 SOUTH, RANGE 42 EAST, A DISTANCE OF 129.72 FEET; THENCE NORTH 89°27'54" EAST PARALLEL WITH AND 305.00 FEET SOUTH OF THE NORTH BOUNDARY OF SAID SECTION 22, A DISTANCE OF 267.58 FEET TO AN INTERSECTION WITH THE EAST BOUNDARY OF SAID PARCEL A; THENCE SOUTH 0°04'10" EAST ALONG SAID EAST BOUNDARY, A DISTANCE OF 343.89 FEET TO THE POINT OF BEGINNING.

CONTAINING 93,188 SQUARE FEET OR 2.14 ACRES MORE OR LESS.

BK 29021 PG 1458

Exhibit "B"

Trinity Center Tenant Schedules							
Unit	Type	Req. used	Sq ft	Parkin g req	No. of Spaces Mon- Sat (Daytime)	No. of Spaces (Nighttime)	No. of Spaces Sun.
3502	Convenience Store	1/300 retail and 1/50 restaurant ¹	2400	9	9	9	9
3504B	Office	1/250	1400	5	5	0 (closed)	0(closed)
3504A	Rental	1 space per car ²	1000	10	10	10	10
3506	Church	1 per 75 sq. ft. of church area ³	3600	20	0(closed)	0(closed)	20
3514	Retail / Office	1/300	850	3	3	3	0 (closed)
3516	Retail / Office	1/300	1500	5	5	5	5
3518	Retail / Office	1/300	3600	12	12	12	12
3522	Retail / Office	1/300	1767	6	6	6	6
3524	Medical Office	1/250 + 3 per doctor	1500	8	8	0(closed)	0(closed)
3526	Retail	1/300	3000	10	10	10	10
3528	School	1 per 75 sq. ft. of teaching area ⁴	1500	11	0(closed)	11	0(closed)
Total parking required				99	68	66	72

- 1. Business has 2375 sq. ft. retail and 25 sq. ft. restaurant
- 2. There are 10 cars that can be rented.
- 3. There is only 1500 sq ft. available for congregation. The remainder is for kitchen/office/storage, etc
- 4. There is only 800 sq. ft. available for teaching. The remainder is for kitchen/office/storage, etc.

RESOLUTION NO. 2010- 171

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SHARED PARKING AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND FAULKNER ASSOCIATES OF FLORIDA, INC.; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That a Shared Parking Agreement between the City of Pompano Beach and Faulkner Associates of Florida, Inc., a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and Faulkner Associates of Florida, Inc.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 11th day of May, 2010.



LAMAR FISHER, MAYOR

ATTEST:



MARY L. CHAMBERS, CITY CLERK

GBL/jrm
4/27/10
l:reso/2010-221