

SHARED PARKING AGREEMENT

THIS IS AN AGREEMENT made this ____ day of _____, 2016, 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

POMPANO TC, LLC, a Florida limited liability company, Whose address is 498 West Hillsboro Boulevard, Deerfield Beach, Florida 33441, hereinafter referred to as "OWNER".

WITNESSETH:

WHEREAS, Chapter 155, Section 155.5102 (J)(3) (a) City of Pompano Beach Code of Ordinances, permit : up to 75 percent 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.

WHEREAS, Chapter 155, Section 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 (3500 N. Powerline Road, Pompano Beach FL 33069) 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 Section 155.5102 (J)(3)(f) City of Pompano Beach Code of Ordinances, 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 supersedes the Shared Parking Agreement entered into between the City of Pompano Beach and Faulkner Associates of Florida, Inc. dated May 14, 2010 and recorded in Official Records for Broward County, O.R. Book 47104, Page 1844.

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: (Retail) Convenience Store
Location: Unit 3502
Hours of Operation: M- F 6:30 a.m. through 6:00 p.m. Saturday 7am – 1pm
Basis of parking requirement: 1/300 sq. ft. (Business has 2290 net sq. ft.)
Parking Spaces (considered Separately: 8 Spaces-

Use #2: (Retail) Massage / Spa
Location: Unit 3504B
Hours of Operation: 10:00 a.m. through 8:00 p.m. (Monday through Saturday)
Basis of parking requirement: 1/300 sq. ft. (Business has 1332 net sq. ft.)
Number of Required
Parking Spaces (considered Separately: 5 Spaces –

Use #3: Real Estate Office (Professional Office)
Location: Unit 3504A
Hours of Operation: M- F 9:00 a.m. through 6:00 p.m. Saturday 10am – 4pm
Basis of parking requirement: 1/400 sq. ft. (Business has 952 net sq. ft.)
Number of Required
Parking Spaces (considered Separately: 3 Spaces –

Use #4: Church
Location: Unit 3508
Hours of Operation: 10:00 am through 12:00 pm (Sunday)
Basis of parking requirement: 1/35 sq. ft. of Church Area (1904 Sq. Ft. available for congregation)
Number of Required
Parking Spaces (considered Separately: 55 Spaces

Use #5: (Retail) (CURRENTLY VACANT)
Location: Unit 3514
Hours of Operation: Mon- Fri 10:00 a.m. - 6:00 p.m. Sat 10-4
Basis of parking requirement: 1/300 sq. ft. (Business has 815 net sq. ft.)
Number of Required
Parking Spaces (considered Separately: 3 Spaces

Use #6: (Retail) (CURRENTLY VACANT)
Location: Unit 3516
Hours of Operation: Mon-Fri 10:00 a.m. through 5:00 p.m. Sat 10-1
Basis of parking requirement: 1/300 sq. ft. (Business has 1427 net sq. ft)
Number of Required
Parking Spaces (considered
Separately: 5 Spaces

Use #7: Retail
Location: Unit 3518
Hours of Operation: 7:00 a.m. through 6:00 p.m. (Monday through Saturday)
Basis of parking requirement: 1/300 sq. ft. (Business has 3,587 net sq. ft)
Number of Required
Parking Spaces (considered
Separately: 12 Spaces

Use #8: Retail (CURRENTLY VACANT)
Location: Unit 3522
Hours of Operation: 7:00 a.m. through 6:00 p.m. (Monday through Sunday)
Basis of parking requirement: 1/300 sq. ft. (Business has 1470 net sq. ft)
Number of Required
Parking Spaces (considered
Separately: 5 Spaces –

Use #9: Medical Office
Location: Unit 3524
Hours of Operation: 10:00 a.m. through 6:00 p.m. (Monday through Friday)
Basis of parking requirement: 1/200 sq. ft. plus 3 doctor (Business has 1400 net sq. ft)
Number of Required
Parking Spaces (considered
Separately: 7 Spaces

Use #10: Retail (Shoe Store)
Location: Unit 3526
Hours of Operation: 10:00 a.m. through 5:00 p.m. (Monday through Saturday)
Basis of parking requirement: 1/300 sq. ft. (Business has 2872 net sq. ft)
Number of Required
Parking Spaces (considered
Separately: 10 Spaces –

Use #11: Church
Location: Unit 3528
Hours of Operation: 7:30 p.m. through 9:00 p.m. (Thursday-Sundays Only)
Basis of parking requirement: 1/35 sq. ft. of Church Area (680 net sq. ft. for congregation use)
Number of Required
Parking Spaces (considered
Separately: 20 Spaces – Sunday Evenings / Thursday Evenings

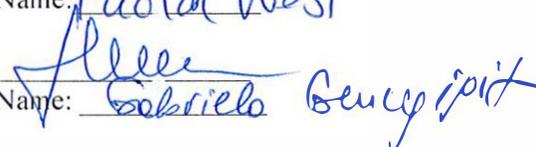
2. The OWNER covenants and agrees that it shall provide 74 off-street parking spaces on the subject property, for the use and benefit of the above-described uses. The OWNER further covenants and agrees that neither the above-described uses, nor their respective hours of operation shall be altered, changed 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, 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 proved by law for violation of this Agreement.

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

“OWNER”

Witnesses:


Print Name: Paola West


Print Name: Gabriela Gency

STATE OF FLORIDA)
COUNTY OF Broward

POMPANO TC, LLC, a Florida
limited liability company

By: 
Michael Saba, Sr.,
Managing Member

The foregoing instrument was acknowledged before me on this 12 day of December, 2016 by Michael Saba, Sr., as Managing Member of POMPANO TC, LLC, a Florida limited liability company. He is personally known to me or who has produced FL Drivers license (type of identification) as identification.

My commission expires:
August 27, 2018

 Gisla Bush
Notary Public, State of Florida
MY COMMISSION #FF155008
EXPIRES August 27, 2018
FloridaNotaryService.com
(407) 398-0153

"CITY"

Witnesses:

Print Name: _____

Print Name: _____

Attest:

Asceleta Hammond, City Clerk

Approved by:

_____, City Attorney

CITY OF POMPANO BEACH

By: _____
Lamar Fisher, Mayor

By: _____
Dennis Beach, City Manager

STATE OF FLORIDA)
COUNTY OF ___)

The foregoing instrument was acknowledged before me on this _____ day of _____, 2016 by Lamar Fischer as Mayor, Dennis W. Beach, 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 Public, State of Florida

My commission expires:

EXHIBIT "A"
LEGAL DESCRIPTION

Those portions of TRINITY ACRES AND PARCEL A OF TRINITY ACRES, according to the Plat thereof, as recorded in Plat Book 141, at 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 degrees 31' 29" West along the South boundary of said Parcel A, a distance of 278.93 feet; thence North 2 degrees 58' 24" East, a distance of 214.28 feet; thence North 0 degrees 04' 46" 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 degrees 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 degrees 04' 10" East along said East boundary, a distance of 343.89 feet to the Point of Beginning.

EXHIBIT "B"

TRINITY CENTER TENANT SCHEDULES

UNIT	TYPE	REQ. USED	SQ. FT.	PARKING REQUIRED
3502	Convenience Store (Retail)	1/400 retail;	2290	8
3504B	Massage (Retail)	1/300	1332	5
3504A	R.E.Office Prof.Office	1/400	952	3
3508	Church	1/35	1904	55
3514	(Retail)	1/300	815	3
3516	(Retail)	1/300	1427	5
3518	Retail	1/300	3587	12
3522	Retail	1/300	1470	5
3524	Medical Office	1/200	1400	7
3526	Shoe Store (Retail)	1/300	2872	10
3528	Church	1/35	680	20
			TOTAL PARKING REQUIRED	151