



Prepared by and Return to:

Mark L. Nowak, Esq.
Rutherford Mulhall, P.A.
2600 North Military Trail, Fourth Floor
Boca Raton, FL 33431

R2003 1270 AUG 19 2003

AGREEMENT FOR SHARED PARKING PLAN

THIS AGREEMENT FOR SHARED PARKING PLAN ("Agreement") is made and entered into as of this ____ day of _____, 2003, by and among the DIOCESE OF PALM BEACH, INC., a corporation not-for-profit organized and existing under the laws of the State of Florida, a/k/a DIOCESE OF PALM BEACH, a body corporate, whose principal address is 9995 North Military Trail, Palm Beach Gardens, Florida 33410-9650 ("DPB"), the YOUNG MEN'S CHRISTIAN ASSOCIATION OF SOUTH PALM BEACH COUNTY, INC., a corporation not-for-profit organized and existing under the laws of the State of Florida, whose principal address is 6631 Palmetto Circle South, Boca Raton, Florida 33433 ("YMCA"), and PALM BEACH COUNTY, FLORIDA, a political subdivision duly created and existing under the laws of the State of Florida ("PBC").

WHEREAS, YMCA and DPB each own and occupy adjoining properties in unincorporated Palm Beach County, Florida; and

WHEREAS, the physical address of the YMCA property is 6631 Palmetto Circle South, Boca Raton, Florida 33433 ("YMCA Property"), and the legal description of the YMCA Property is:

Tract 27, BOCA DEL MAR No.4 according to the Plat therefor, recorded in Plat Book 30, Pages 85 and 86 of the Public Records of Palm Beach County, Florida

and

WHEREAS, the physical address of the DPB property is 21689 Toledo Road, Boca Raton, FL 33434 ("DPB Property"), and the legal description of the DPB Property is:

Tract 26, BOCA DEL MAR No.4 according to the Plat thereof, as recorded in Plat Book 30, Page 86 of Palm Beach County Public Records

and

WHEREAS, there are existing, or will be created as a result of the expansion of its facilities, on the YMCA Property, 250 parking spaces identified in the area(s) depicted in the Site Plan attached hereto as Exhibit "A" ("YMCA Shared Spaces"); and

WHEREAS, there are existing, or will be created as a result of the expansion of its facilities, on the DPB Property, 387 parking spaces identified in the area(s) depicted in the Site Plan attached hereto as Exhibit "B" ("DPB Shared Spaces"); and

WHEREAS, YMCA and DPB each desire to connect and share the YMCA Shared Spaces and the DPB Shared Spaces; and

WHEREAS, PBC, as part of the Site Development Standards of the Land Development Code of Palm Beach County, Florida ("Code"), PBC requires the execution of this Agreement and recordation in the deed records of Palm Beach County prerequisites to certification and the issuance of the certificate of occupancy by PBC; and

WHEREAS, YMCA commissioned, and Kimley-Horn and Associates, Inc. prepared consistent with the Code, a Shared Parking Study, dated November 2001, as revised February 2002, and as further revised April 2002 ("Study").

NOW THEREFORE, YMCA, DPB, and PBC, hereby agree as follows:

1. Agreement for Shared Use - YMCA agrees to share with, and hereby grants, DPB the right to use as parking spaces, without charge, all of the YMCA Shared Spaces unencumbered by any conditions that would interfere with its use as such. DPB agrees to share with YMCA, and hereby grants, YMCA the right to use as parking spaces, without charge, all of the DPB Shared Spaces unencumbered by any conditions that would interfere with its use as such.
2. Connecting Driveway - In order to facilitate the sharing of the YMCA Shared Spaces and the DPB Shared Spaces, DPB and YMCA agree to construct a connecting driveway and any required lighting, markings, drainage, sidewalks, signs and landscaping ("Connecting Driveway") between the YMCA Shared Spaces and the DPB Shared Spaces in accordance with and as described in EXHIBITS "A" and "B", and to equally share all of costs of permitting, construction, and maintenance of the Connecting Driveway, and to allow the use of the Connecting Driveway by either party consistent with this Agreement.
3. Shared Parking Study - The Shared Parking Study was submitted to the Palm Beach County Zoning Director ("Zoning Director"), and is hereby incorporated by reference and made a part hereof.
4. Covenant Running with the Land - This Agreement provides for the non-exclusive, reciprocal use by the YMCA and DPB of the YMCA Shared

Spaces, the DPB Shared Spaces, and the Connecting Road for pedestrian and vehicular traffic to, from and between the YMCA Property and the DPB Property. This Agreement shall inure solely to the benefit of the YMCA and DPB, their successors and successors-in-title. This Agreement confers reciprocal burdens and benefits upon each party's property and shall constitute a covenant running with the land affected by this Agreement. This Agreement shall remain unaffected by any change in ownership of said property. All successors shall be bound by the provisions of this Agreement. Nothing expressed or referred to in this Agreement is intended or shall be construed to give any person other than the parties to this Agreement or their respective successors any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision contained herein. As soon as practicable after full execution, this Agreement shall be recorded in the deed records of Palm Beach County, Florida.

5. Obligations of YMCA - YMCA agrees to:

- a. Maintain in good order and repair, at its sole cost, the YMCA Shared Spaces and the portion of the Connecting Driveway located on its property, including all surfaces, parking surfaces, sidewalks, landscaping, drainage, signs and lighting fixtures pertaining thereto.
- b. Ensure the continued and non-exclusive use and availability, without charge, of the YMCA Shared Spaces by DPB, its members, guests, employees, invitees, tenants and permitted licensees, unencumbered by any conditions which would interfere with its use.
- c. Not reduce the number of YMCA Shared Space from 250 or relocate same without prior written agreement support of DPB and PBC.
- d. Maintain adequate liability insurance covering the YMCA Shared Spaces and the portion of the Connecting Driveway located on its property, and list DPB as an additional insured with respect thereto.

6. Obligations of DPB - DPB agrees to:

- a. Maintain in good order and repair, at its sole cost, the DPB Shared Spaces and the portion of the Connecting Driveway located on its property, including all road surfaces, parking surfaces, sidewalks, landscaping, drainage, signs and lighting fixtures pertaining thereto.
- b. Ensure the continued and non-exclusive use and availability, without charge, of the DPB Shared Spaces by YMCA, its members, guests, employees, invitees, tenants and permitted licensees, unencumbered by any conditions which would interfere with its use.

- c. Not reduce the DPB Shared Spaces from 387 or relocate same without prior written agreement of YMCA and PBC.
- d. Maintain adequate liability insurance covering the DPB Shared Spaces and the portion of the Connecting Road located on its property, and list YMCA as an additional insured with respect thereto.

Resurfacing or Repaving of Parking Spaces - If resurfacing or repaving of the YMCA Shared Spaces, the DPB Shared Spaces, or the Connecting Driveway is contemplated by either party, such party shall notify the other in writing at least thirty (30) days before commencement of the work and shall schedule the work so as not to interfere with any major need by the other party for the use thereof during the time of such work.

- 8. Term and Termination/Revision. The term of this Agreement ("Term") shall commence upon approval of the Shared Parking Study by the Zoning Director and shall terminate as hereinafter provided. DPB or YMCA may terminate this Agreement by providing written notice to the other of its intent to terminate at least six (6) months prior to the termination date, but in no event shall any termination under this Agreement be effective prior to the final approval of same by the Zoning Director. A revised Shared Parking Study must be approved by the Zoning Director prior to any termination or revision of this Agreement by DPB and YMCA.
- 9. No Assignments. This Agreement is non-assignable by any party. Any attempted assignment shall be null and void and without legal effect.
- 10. Default/Remedies. In the event that a party shall be in default of any provision of this Agreement, the other party shall give written notice of the default to the defaulting party, and the defaulting party shall cure the default within thirty (30) days of receipt of the notice of default. In the event the defaulting party fails to timely cure the default, the non-defaulting party shall be permitted to pursue any legal or equitable remedy available to such party, including the right to enter upon the land of the defaulting party for the purpose of curing the default and the defaulting party shall pay all costs incurred by the non-defaulting party for doing so ("Prevailing Party Fees and Costs"). Notwithstanding anything to the contrary contained in this Section 12, PBC shall not be entitled to recover Prevailing Party Fees and Costs from, and shall not be required to pay Prevailing Party Fees and Costs to, either YMCA or DPB.
- 11. Notices. All notices, demands and other communications required hereunder shall be written and shall be deemed to have been duly given if delivered mailed by certified mail, postage prepaid, to the address set forth below:

To DPB: DIOCESE OF PALM BEACH, INC.
9995 North Military Trail
Palm Beach Gardens, Florida 33410-9650
Attention: Rev. Sean P. O'Malley

With a Copy to: ST. JUDE CATHOLIC CHURCH, INC.
21689 Toledo Road
Boca Raton, Florida 33433
Attention: Father Michael Driscoll

To YMCA: YOUNG MEN'S CHRISTIAN ASSOCIATION
OF SOUTH PALM BEACH COUNTY, INC.
6631 Palmetto Circle South
Boca Raton, Florida 33433
Attention: Neal W. Allen, President

To PBC: PALM BEACH COUNTY ATTORNEY
301 North Olive Avenue, Suite 601
West Palm Beach, Florida 33402

or to such other addresses as DPB, YMCA, or PBC may designate by written notice to the other. Notices delivered in person shall be deemed delivered on the date of delivery and notices mailed as aforesaid, shall be deemed delivered forty-eight (48) hours after the date mailed. Rejection or other refusal to accept or inability to deliver because of a changed address of which no notice was given shall be deemed to be a receipt of the notice, request or other communication.

12. Disputes/Fees. In the event that a suit, action or other proceeding of any nature whatsoever, including, without limitation, any proceeding under the U.S. Bankruptcy Code and involving issues peculiar to federal bankruptcy law, any action seeking a declaration of rights or any action for rescission, is instituted to interpret or enforce this Agreement or any provision of this Agreement, the prevailing party shall be entitled to recover from the losing party the prevailing party's reasonable attorneys', paralegals', accountants', and other experts' professional fees and all other fees, costs and expenses actually incurred and reasonably necessary in connection therewith, as determined by the court or arbitrator whether at trial or other proceeding, or on any appeal or review, in addition to all other amounts provided by law ("Prevailing Party Fees and Costs"). Notwithstanding anything to the contrary contained in this Section 12, PBC shall not be entitled to recover Prevailing Party Fees and Costs from, and shall not be required to pay Prevailing Party Fees and Costs to, either YMCA or DPB.

13. Exhibits. All exhibits referred to in or attached to this Agreement are integral parts of this Agreement as if fully set forth herein and all statements appearing therein shall be deemed to be representations of currently true facts.
14. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida. Any legal action brought in connection with this Agreement shall be maintained only in a court of competent jurisdiction in Palm Beach County, Florida.
15. Entire Agreement. This Agreement and the exhibits delivered pursuant hereto, constitute the entire Agreement between the parties hereto pertaining to the subject matter hereof and supersede all prior and contemporaneous Agreements, understandings, letters of intent negotiations and discussions, whether written or oral, of the parties, and there are no representations, warranties or other Agreements between the parties in connection with the subject matter hereof, except as specifically set forth herein. No supplement, modification or waiver of this Agreement shall be binding unless executed in writing by all parties.
16. Article Headings. The headings in this Agreement are for convenience only and shall not be used to limit, interpret or construe its provisions.
17. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together constitute one and the same instrument and Agreement.
18. No Right to Encumber, Pledge or License. No party shall have the right to encumber or pledge or license to another rights of its respective interest in this Agreement.

**THE BALANCE OF THIS PAGE IS LEFT BLANK INTENTIONALLY
THE NEXT PAGE IS THE SIGNATURE PAGE**

IN WITNESS WHEREOF the parties hereto have executed this Agreement for Shared Parking Plan the day and year first above written.

WITNESSES:

Janice Dawson

JANICE DAWSON
Print Name

Diane Cardin

Diane Cardin

[Signature]

Print Name

Diane W. Schreck

Diane W. Schreck

Diane W. Schreck

Print Name

Carolyn Taylor

CAROLYN TAYLOR
Print Name

**DIOCESE OF PALM BEACH, INC.,
a/k/a DIOCESE OF PALM BEACH,
a body corporate**

By: *+ Gerald M. Barbarito*

Rev. Sean P. O'Malley
Most Rev. Gerald M. Barbarito

**YOUNG MEN'S CHRISTIAN
ASSOCIATION OF SOUTH
PALM BEACH COUNTY, INC.**

By: *[Signature]*

Neal W. Allen, President

R2003 1270

ATTEST:

Dorothy Fincken, Clerk

By: *[Signature]*

Diane C. [Signature] D.C.
CLERK
PALM BEACH COUNTY
FLORIDA

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

Paul F. [Signature]

County Attorney

PALM BEACH COUNTY, FLORIDA

By: *[Signature]*

Karen T. Marcus, Chair
Board of County Commissioners

AUG 19 2003

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 30th day of Sept, 2003, by Rev. Sean P. O'Malley, on behalf of the DIOCESE OF PALM BEACH, INC., a corporation not-for-profit organized and existing under the laws of the State of Florida, a/k/a DIOCESE OF PALM BEACH, a body corporate, who is personally known to me or has produced _____ as identification.



Janice A. Dawson

JANICE A. DAWSON
Notary Public (print name)

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 29 day of Sept, 2003, by Neal W. Allen, in his capacity as President of the YOUNG MEN'S CHRISTIAN ASSOCIATION OF SOUTH PALM BEACH COUNTY, INC., a corporation not-for-profit organized and existing under the laws of the State of Florida, who is personally known to me or has produced _____ as identification.



Vicki A. Kulig

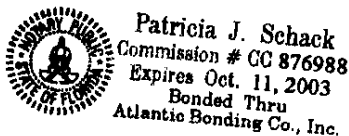
Vicki A. Kulig
Notary Public (print name)

STATE OF FLORIDA
COUNTY OF PALM BEACH

AUG 19 2003

The foregoing instrument was acknowledged before me this ___ day of _____, 2003, by Karen T. Marcus, in her capacity as Chairperson of the Palm Beach County Board of County Commissioners, on behalf of PALM BEACH COUNTY, FLORIDA, a political subdivision duly created and existing under the laws of the State of Florida, who is personally known to me or has produced N/A as identification.

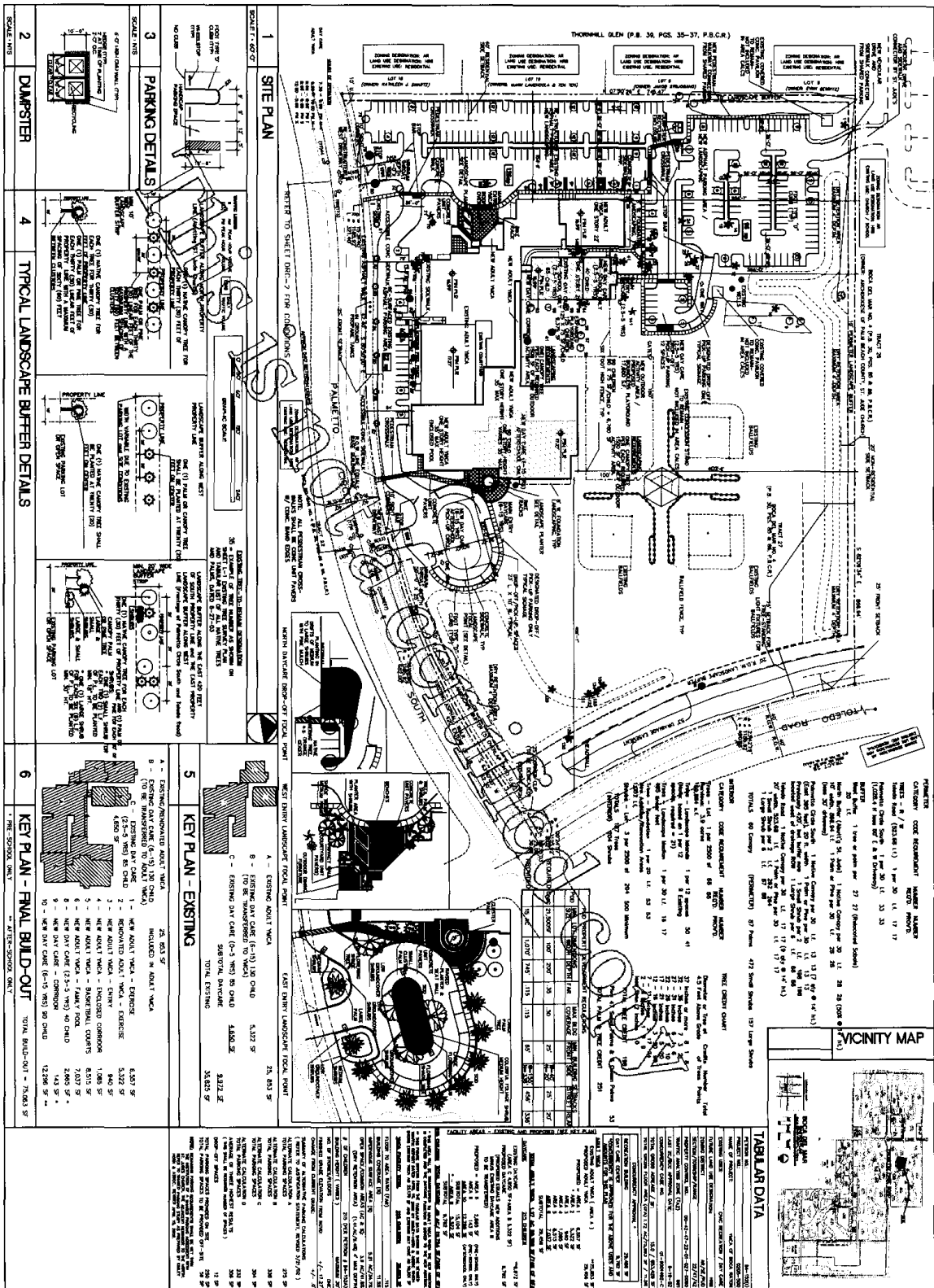
[NOTARY STAMP]



Patricia J. Schack

PATRICIA J. SCHACK
Notary Public (print name)

Agreement For Shared Parking Plan - 8

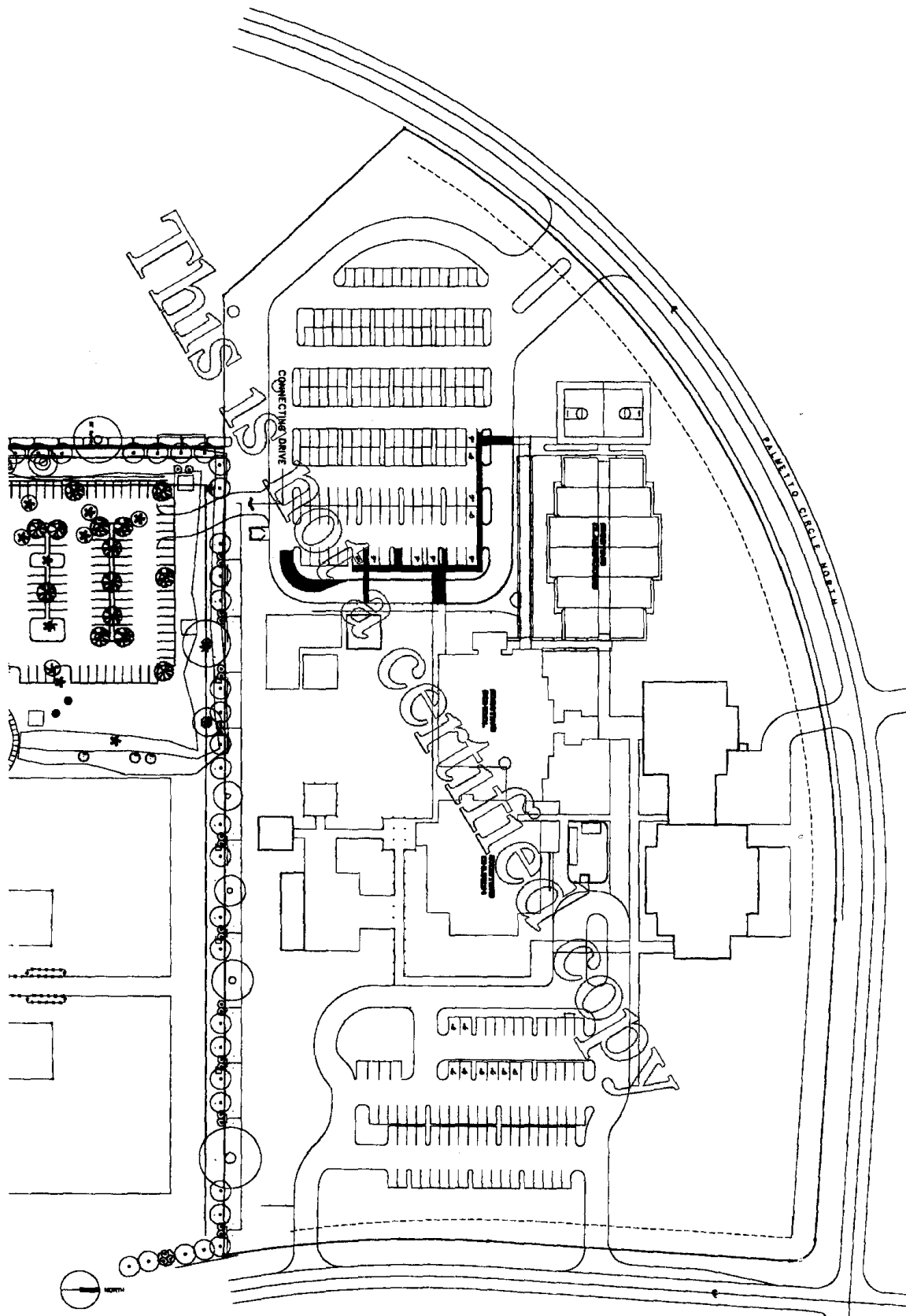


DRG-1

DATE: 06/29/03
 DRAWN BY: SFR
 CHECKED BY: SFR
 PROJECT NO: 01110001

宋
 Song + Associates
 Architects & Planners
 10000 Wilshire Blvd., Suite 1000
 Los Angeles, CA 90024
 TEL: (310) 552-1111
 FAX: (310) 552-1112
 WWW: www.songarchitects.com

Exhibit A



LARRY J. WINKER ARCHITECT, AIA
 21888 TOLEDO ROAD
 BOCA RATON, FLORIDA 33433
 TEL: 561-995-1100
 FAX: 561-995-1101



**ST JUDE CHURCH
 MASTER SITE PLAN**

21888 TOLEDO ROAD
 BOCA RATON FLORIDA 33433

Exhibit B