NON CONCURRENT PARKING AGREEMENT

THIS AGREEMENT by and between _____, hereinafter called "OWNER" and_____, hereinafter called "LESSEE."

WHEREAS, Chapter 24, Section 24-80 (G) of the City of Oakland Park's Code of Ordinances requires that no part of an off-street parking area required for any building or use by this article shall be included as part of an off street parking area similarly required for another building or use unless the type of use indicates that the periods of usage will not overlap each or be concurrent with each other; and

WHEREAS, lessee occupies _____ square feet on the property more fully described in Exhibit "A" which is attached to this document;

WHEREAS, the required number of parking spaces for Lessee's proposed use of the property is ____ parking spaces;

WHEREAS, there are only ____ parking spaces currently available to this Lessee due to the parking requirements of existing businesses and uses on the property;

NOW THEREFORE, in consideration of the mutual promises, terms and conditions contained herein OWNER agrees as follows:

1. Owner agrees that ____ additional parking spaces will be available solely to lessee after the hour of __ p.m. from Sunday through Saturday.
2. Owner gives Lessee permission to use _____ parking spaces after the hour of __ p.m. from Sunday through Saturday for as long as the City of Oakland Park determines that these parking spaces are required for the lessee's use.
3. Owner agrees that ___ square feet of the building located on the subject property shall not be occupied after the hour of __p.m. from Sunday through Saturday.
4. Owner and Lessee agree that the right to use said off street parking spaces shall automatically terminate upon expiration of the lease agreement, and owner shall have the right to unilaterally record a release and termination of this Non Concurrent Parking Agreement contemporaneously with the expiration of the lease. Any party terminating this agreement must notify the City of Oakland Park Planning and Zoning Division within thirty (30) days of the agreement termination date.
5. This agreement shall be recorded in the Official Records of Broward County, Florida, and shall be binding upon the heirs, successors and assigns of the

parties, but shall not run with the land and is subject to the right of termination as set forth above.

In witness whereof, the Owner and Lessee have executed this agreement on the respective dates below.

Witnesses: Owner:

_____

_____

STATE OF FLORIDA)
COUNTY OF BROWARD)

I hereby certify that on this day before me, an officer duly qualified to take acknowledgements, personally appeared _____, to me known or who produced _____ as identification, who signed the foregoing instrument and he acknowledged the execution thereof to be his free act and deed for the uses and purposes therein mentioned and acknowledged before me that he executed same.

Witness my hand and official seal in County and State last aforesaid this ___day of _____, 2007.

Witnesses: Lessee:

_____

_____

STATE OF FLORIDA)
COUNTY OF BROWARD)

I hereby certify that on this day before me, an officer duly qualified to take acknowledgements, personally appeared _____, to me known or who produced _____ as identification, who signed the foregoing instrument and he acknowledged the execution thereof to be his free act and deed for the uses and purposes therein mentioned and acknowledged before me that he executed same.

Witness my hand and official seal in County and State last aforesaid this ___day of _____, 2007.