**Valet Parking Agreement**

**This instrument prepared by**: (To be **RECORDED** in the Public Records of Broward County)

Office of the City Attorney

City of Fort Lauderdale

1 E Broward Boulevard, Suite 1605

Fort Lauderdale, FL 33301

THIS AGREEMENT was entered into this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 202\_\_, by and between:

CITY OF FORT LAUDERDALE, a municipal corporation,

Hereinafter referred to as “*City*”

and

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Hereinafter referred to as “Owner”

*Owner* is vested with fee simple title to the following described land having a street address of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and more particularly described as:

(INSERT LEGAL);

said lands situate, lying and being in the City of Fort Lauderdale,

County of Broward, State of Florida (hereinafter, “*Property*”)

The *Property* is in an “\_\_\_\_\_\_” Zoning District. Owner intends to develop the *Property* for a \_\_\_\_\_\_ use with an associated parking facility.

Under the most recently adopted City of Fort Lauderdale Unified Land Development Regulations (2020) (“ULDR”), the use of a portion of the *Property* as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ requires \_\_\_\_\_\_ parking spaces in the \_\_\_\_\_\_ zoning district.

*Owner* proposes to provide the required \_\_\_\_\_ parking spaces within the parking facility which meets the requirements of Section 47-20 of the ULDR. Owner shall provide attendants to receive, park and deliver the automobiles of occupants, tenants, customers and visitors one hundred percent (100%) of the operating hours of the parking facility. in order to except the parking facility from one of more of the following provisions of the parking facilities design requirements:

1. Parking spaces need not be delineated with pavement markings. Stall and aisle dimensions shall be shown on the site plan;
2. Stalls shall be a minimum eight and one-half (8½) feet by eighteen (18) feet;
3. Parking spaces need not be immediately accessible provided spaces are arranged so that no more than two (2) parking spaces would be crossed in parking any vehicle; and
4. Interior, peninsular and island landscape areas required by Section 47-21, Landscape and Tree Preservation Requirements, shall not be required if landscape requirements which would otherwise have been installed on the interior of the parking lot are evenly distributed along the perimeter of the parking area to a location in public view.

In consideration of the mutual covenants exchanged herein and other good and valuable considerations exchanged between the parties, the parties agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein.
2. *Permission is granted to Owner* to develop a parking facility which meets all other requirements of this Section 47-20 of the ULDR excepted from certain provisions of the parking facilities design requirements more specifically:

1. The *Owner* shall supply an attendant to receive, park and deliver the automobiles belonging to the owners, occupants, tenants and their customers, visitors, invitees for the parking facility. The parking attendant shall be on-duty and available during one hundred (100%) percent of the operating hours of the uses on the *Property*.
2. This Agreement shall be deemed a restrictive covenant running with the land and shall be binding upon the heirs, successors and assigns of *Owner* in the use of the *Property.*
3. *Owner* acknowledges that unless the terms and conditions of Section 47-20 of the ULDR and this Agreement are met, that the parking facilities design requirements excepted by this agreement become enforceable, which may result in finding the parking facility in violation of the ULDR.
4. Pursuant to the terms of Section 47-20 of the ULDR, this Agreement may be executed by the Director of the Development Services Department or his or her designee on behalf of the City of Fort Lauderdale in accordance with Section 47-20.18.c. of the ULDR.
5. This Agreement shall not be valid until it is executed by both parties, recorded in the Public Records of Broward County, Florida at Owner’s expanse. The Owner shall provide a copy of the recorded Agreement to the Development Services Department.
6. This Agreement may not be amended, modified, revoked or terminated except in writing signed by both parties and recorded in the Public Records of Broward County, Florida.
7. If the parcel used for valet parking is different than the parcel the parking serves, the Owner agrees to comply with the off-site parking requirements in Section 47-20.18 of the ULDR.

IN WITNESS WHEREOF, the parties execute this Contract as follows:

CITY OF FORT LAUDERDALE

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Christopher Cooper

Development Services Department Director or designee

Approved as to form:

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Assistant City Attorney

WITNESSES: **INSERT COMPANY HERE** (if applicable)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name

(Corporate Seal)

STATE OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_:

COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_:

The foregoing instrument was acknowledged before me by means of

☐ physical presence or ☐ online notarization, this \_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_, 202\_, by\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(SEAL) Notary Public, State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Signature of Notary Public)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known \_\_\_\_ OR Produced Identification \_\_\_\_\_\_

Type of Identification Produced \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_