

PARKING AGREEMENT

This **PARKING AGREEMENT** ("Agreement") is made and executed as of this 30th day of Sept, 2024, by and among Calvary PSL ("Church"), a religious institution, whose address is 5555 NW St. James Drive, Port St. Lucie, FL 34983, and Calvary Christian Academy ("School"), an educational institution, whose address is 5545 NW St James Drive, Port St. Lucie FL, 34983.

WHEREAS, both properties are owned by Calvary Port St. Lucie Ministries, Inc ("Owner");
and

WHEREAS, the School is a K-8 institution that will be temporarily operating as a K-12 institution; and

WHEREAS, based on the proposed use for the site known as the School, it was determined that sixty-six (66) parking spaces would be required on site and sixty-seven (67) spaces are provided; and

WHEREAS, the Church accommodates both a church and pre-school with the pre-school being limited to a maximum of 101 children; and

WHEREAS, to adequately provide parking for both the preschool and church, a total of 248 parking spaces are required; and

WHEREAS, as shown on the previously approved site plan for the Church site, 282 parking spaces are provided; and

WHEREAS, during the school's operations, the Church's operations are limited; and

WHEREAS, weekend services for the church, when the Church utilizes the most parking spaces, is Saturdays at 5:00 PM to 7:00 PM and Sundays from 9:00 AM to 11:00 AM, times in which the School is not expected to need overflow parking; and

WHEREAS, the Church has agreed to allow its parking lot to used as overflow parking during operations of the School.

NOW THEREFORE, the Church and School hereby agree as follows:

- A. **Use Rights:** The Church agrees to allow the School, its employees, students, guests, invitees, contractors, and licensees, the right to utilize a minimum of fifty-seven (57) parking spaces, as depicted on the Site Plan described on Exhibit A attached hereto and made a part of hereof, as needed.
- B. **Term; Termination:** This agreement shall be valid yearlong but shall expire in five (5) years or upon the opening and operation of the currently proposed high school located to the south, whichever comes earlier.
- C. **Parking:** A minimum of fifty-seven (57) parking spaces shall be allotted for the school to use during normal school operating hours.
- D. **Cross Access:** There is a pedestrian connection between both properties located at the intersection of St. James Drive and Peachtree Boulevard which can safely and efficiently facilitate the movement of students and staff between the two (2) locations.

- a. Only legal crossing areas may be used when traveling from one property to the other to ensure the safety of the students and the School and Church staff and attendees.
- E. **Runs with the Land:** This Agreement shall be appurtenant to the Church's property and the School's Property and shall be binding upon and inure to the benefit of the parties specified herein, and the benefit and burdens hereof shall run with the Church Property until the termination of the Agreement.
- F. **Modification:** This agreement shall be recorded and shall not be modified without the written consent of the City of Port St. Lucie.
- G. **Effective Date:** This agreement is effective as of the last date signed below.

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WITNESSES:

Andrea L. Batts
Witness
Print Name: Andrea L. Batts
Address: 1171 SW Arc Ct
Port St Lucie, FL 34953

Amy L. Gargan
Witness
Print Name: Amy L. Gargan
Address: 1217-C Sun Terrace Ct.
Port St Lucie, FL 34986

OWNER:

By: Matthew Wiggins
Owner

STATE OF FLORIDA
COUNTY OF St Lucie

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 30th day of September, 2024, by Matthew Wiggins who is personally known to me, or who has produced the following identification: _____



Amy L. Gargan
Signature of Notary Public
Amy L. Gargan
Print Name of Notary Public
Notary Public, State of Florida
My Commission expires 3/16/2026

Exhibit A:

A portion of Calvary Church’s previously approved Site Plan (P05-056) depicting the minimum allotted parking dedicated to Calvary Christian Academy during typical school operating hours.

