

PRÉPARED BY AND TO BE RETURNED TO:
Robert S. Freedman, Esquire
Carlton, Fields, Ward, Emmanuel,
Smith & Cutler, P.A.
Post Office Box 3239
Tampa, Florida 33601-3239

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J. K. "BUDDY" IRBY
CLERK OF CIRCUIT COURT
ALACHUA COUNTY, FLORIDA
CLERK1 Receipt#028090

PARKING AND ACCESS AGREEMENT

THIS PARKING AND ACCESS AGREEMENT ("Agreement") is made this 11th day of September, 2000, by and between McGurn Investment Company, a Florida corporation ("Company") and Union Street Station Condominium Association, Inc., a Florida not-for-profit corporation ("Association").

WITNESSETH:

WHEREAS, the Company is the fee simple owner of certain real property in Alachua County, Florida, described on Exhibit A attached hereto and made a part hereof ("Condominium Property"), on which the Company is developing a condominium project to be known as Union Street Station Condominium ("Condominium"); and

WHEREAS, the Condominium has not been created as of this date, but shall be created by the recording of a Declaration of Condominium ("Declaration") in the public records of Alachua County, Florida; and

WHEREAS, the Association is the entity charged with the maintenance and operation of the Condominium and to perform any and all services and functions as contained in the Declaration; and

WHEREAS, the Company is the fee simple owner of certain real property in Alachua County, Florida, described on Exhibit B attached hereto and made a part hereof ("Garage Property"), on which the Company has developed a parking garage ("Garage"); and

WHEREAS, the Condominium Property is connected to the Garage Property by virtue of two overhead walkways on Southeast 2nd Avenue, and easements for such walkways have been created pursuant to that certain Easement for Air Rights recorded in Official Records Book 2222, Page 1619, public records of Alachua County, Florida; and

WHEREAS, the Company and the Association desire to enter into this Agreement to permit each residential unit contained in the Condominium to use one parking space in the Garage, in exchange for certain payments to be made by the Association to the Company in the manner prescribed below; and

WHEREAS, Section 11.1(i) of the Declaration provides that the Association is authorized to enter into this Agreement on behalf of the Condominium's residential unit owners;

NOW, THEREFORE, in consideration of the foregoing and \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Association hereby state as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated by reference.
2. **Grant of Right to Park in the Garage.** Each residential unit in the Condominium shall be permitted and entitled to use one parking space in the Garage for the parking of a vehicle. The Company shall issue to the Association passes allowing the owner to enter into and depart from the Garage. No more than one parking space may be utilized by a residential unit at any one time under this Agreement. However, if the residential unit is a two story unit, then that unit owner shall have the right to enter into a separate written agreement with the Company for the use of an additional parking space and pay the Company a negotiated rate directly for that space. The Company reserves the right to enter into separate agreements with individual Condominium residential or commercial unit owners or any other

parties as to any additional parking rights in the Garage. No reserved spaces shall be allocated to the Condominium's residential unit owners pursuant to this Agreement, and the Company reserves the right to determine from time to time specified areas within the Garage within which the Condominium residential unit owners are permitted to park vehicles. If necessary, the Company agrees to reserve certain areas or spaces for residential unit owners to insure that parking spaces are available under this Agreement in locations convenient to the walkways between the Condominium Property and the Garage Property.

Further, the Company assigns to each Condominium residential unit owner (with the power to assign such right to a unit owner's tenants, family members and guests) the right to access the walkways lying between the Condominium Property and the Garage Property.

3. **Obligation of the Association to Pay.** In exchange for the Condominium's residential unit owners being permitted to park in the Garage and being provided with a right of access to and from the Garage and the Condominium Property pursuant to this Agreement, the Association agrees to pay to the Company a monthly fee. Such fee shall be \$10 per space plus twelve percent (12%) of the annual operating costs of the Garage. The operating costs of the Garage shall include, but not be limited to, attendant wages and employment taxes, maintenance, management, insurance, property taxes and repairs. Capital expenditures and interest expense shall not be considered an operating cost. The Association shall be required to collect the monies necessary to pay its obligations under this Agreement through the levying of Limited Common Element Assessments against the Condominium residential unit owners as provided in the Declaration and to pay the Company monthly in arrears. The failure of the Association to pay the amounts required shall constitute grounds for the Company to deny access to the Garage to all Condominium residential unit owners until such time as payment is properly made. No Condominium residential unit owner shall be entitled to avoid payment of a Limited Common Expense charge for use of the Garage by virtue of nonuse of the Garage.

4. **Permitted Vehicles in the Garage.** No vehicle which cannot operate on its own power shall remain in the Garage for more than twelve hours. No repair, except emergency repair (i.e., fixing a flat tire or "jump-starting" a battery, but not involving the changing of fluids or mechanical or body repairs), of vehicles shall be made in the Garage or on the Garage Property. No commercial vehicle, recreational vehicle, boat or camper may be kept in the Garage. The term "commercial vehicle" shall not be deemed to include recreational vehicles (i.e. Broncos, Blazers, Explorers, etc.) up to 21'5" in length, non-commercial vehicles such as pick-up trucks, vans or cars if they are used by the residential unit owner on a regular basis for personal transportation or governmental vehicles such as police cars. Limousines shall be considered commercial vehicles and therefore prohibited. The Company reserves the right from time to time to modify what are or are not permitted vehicles, and any such modification shall be evidenced in writing to the Association (there shall be no requirement to record an amendment to this instrument to effect such modification).

5. **Indemnification.** The Association, by virtue of the rights granted to its members hereunder, agrees to indemnify, defend and save the Company and its successors and assigns harmless of and from any and all claims, demands, lawsuits, expenses, attorneys' fees, causes of action, judgments and liabilities which now exist or may arise with respect to the use of the Garage by such user in accordance with the terms hereof, whether such matters relate to injury to personal property or otherwise, but excluding any claim, demand, loss, expense, attorney's fees, cause of action, judgment or liability arising out of or relating to the negligence or more culpable conduct of the Company.

6. **Reimbursements for Damage.** The Association agrees to promptly reimburse the Company for any repair, replacement and/or reconstruction to the Garage Property caused by a Condominium residential unit owner (or such owner's tenant, family member or guest, if applicable) within 30 days following submission of a bill for damages by the Company to the Association. The failure of the Association to pay the amounts required under this paragraph shall constitute grounds for the Company to deny access to the offending Condominium residential unit owners until such time as payment is properly made. The Association shall not be permitted to undertake any repairs to the Garage Property except upon the prior written consent of the Company.

7. **Enforcement.** If any action is taken to enforce the provisions of this instrument, the prevailing party shall be entitled to an award of court costs and attorney's fees (which shall include attorney and paralegal fees incurred in the course of trial or appellate litigation or related services by an out-of-court attorney and paralegal regarding the dispute in question, and any and all such fees incurred in connection with any administrative proceeding regarding the dispute in question) necessitated by non-compliance with the terms of this instrument; provided, however, that the total amount of such costs and fees shall be limited to \$2,500.00.

8. **Run with the Land; Binding Effect.** This Agreement shall run with the land and shall inure to the benefit and burden of the Company, the Association, and the Condominium residential unit owners and their respective successors and assigns.

IN WITNESS WHEREOF, the Company has executed this instrument on the date and year first above written.

WITNESSES:

Name: Alison Cooper
Print Name: Alison Doyle
Name: Robert D Cuggin
Print Name: ROBERT D CUGGIN

McGurn Investment Company, a Florida corporation

By: Kenneth R. McGurn
Kenneth R. McGurn, President

(SEAL)

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 11th day of September, 2000, by Kenneth R. McGurn, as President of McGurn Investment Company, a Florida corporation, on behalf of the corporation. He is personally known to me.

NOTARY PUBLIC - STATE OF FLORIDA
MARY ANN KELLY
COMMISSION # CC824488
EXPIRES 6/11/2003
BONDED THRU ASA 1-888-NOTARY1

Mary Ann Kelly

IN WITNESS WHEREOF, the Association has executed this instrument as of the date and year first above written.

WITNESSES:

Name: Alison Cooper
Print Name: Alison Cooper
Name: Robert D Cuggin
Print Name: ROBERT D CUGGIN

Union Street Station Condominium Association, Inc., a Florida not-for-profit Corporation

By: Kenneth R. McGurn
Kenneth R. McGurn, President

(SEAL)

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 11th day of September, 2000, by Kenneth R. McGurn as President of Union Street Station Condominium Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He/She either is personally known to me or has produced _____ as identification.

NOTARY PUBLIC - STATE OF FLORIDA
MARY ANN KELLY
COMMISSION # CC824488
EXPIRES 6/11/2003
BONDED THRU ASA 1-888-NOTARY1

Mary Ann Kelly

Exhibit A

Legal Description of the Condominium Property

All of Block Four (4), Range One (1) of the Map of Gainesville, Florida, as recorded in the Public Records of Alachua County, Florida, in Deed Book "H", Page 383, less the right-of-way for Second Avenue as recorded in Official Records Book 208, Page 150; together with that part of the forty foot (40') street lying between Block 4, Range 1 and Block 5, Range 1 of Original Gainesville as per Deed Book "H", Page 383 of the Public Records of Alachua County, Florida, closed by City of Gainesville Ordinance #2304.

Exhibit B

Legal Description of the Garage Property

Parcel 1: A parcel of land located in Section 5, Township 10 South, Range 20 East, Alachua County, Florida, described as follows:

Commence at the Northeast corner of Block 4, Range 2 of the Original Plat of Gainesville as recorded in Deed Book "N", Page 403 of the Public Records of Alachua County, Florida and the Point of Beginning; thence run North 87 degrees 23' 32" East, 41.77 feet to the Northwest corner of Block 5, Range 2 of the Original Plat of Gainesville, as recorded in Deed Book "H", Page 383 of the Public Records of Alachua County, Florida; thence run South 01 degrees 49' 08" East along the west line of said Block 5, 199.78 feet to the Southwest corner of said Block 5; thence run South 86 degrees 20' 21" West, 44.36 feet to the Southeast corner of the aforementioned Block 4; thence run North 01 degrees 04' 22" West along the East line of Block 4, 200.67 feet to the Point of Beginning.

Less and except the property described in that certain Quit-Claim Deed executed the 26th day of December, 1985 between Gainesville Downtown Redevelopment Agency and James S. Quincey, James E. Clayton, Leonard E. Ireland, Jr. and Charles M. Gadd, Jr. as recorded in O.R. Book 1612, Page 2137 of the Public Records of Alachua County, Florida.

Parcel 2: A parcel of land located in Section 5, Township 10 South, Range 20 East, Alachua County, Florida, described as follows:

Block 5, Range 2 of the Original Plat of Gainesville, as recorded in Deed Book "H", Page 383 of the Public Records of Alachua County, Florida, less the East 40 feet thereof.