

ORIGIN ID: SCFA (417) 591-9211
KOON & PIPES PLLC

1700 S DIXIE HWY
STE 502
BOCA RATON, FL 33432
UNITED STATES US

SHIP DATE: 05JUN26
ACTWGT: 0.10 LB
CAD: 265453633/FAP12208

BILL SENDER

TO **RICHWAGEN'S BIKE & SPORT**
ATTN: ALBERT RICHWAGEN, OPERATING M
298 NE 6TH AVENUE

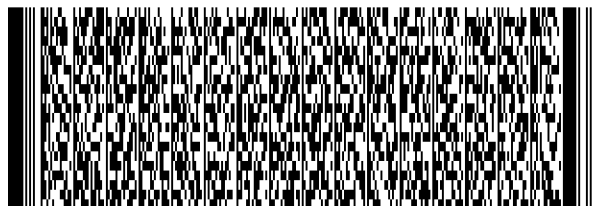
DELRAY BEACH FL 33483

(417) 591-9211
INV: 14166496
PO:

REF: 1

DEPT:

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TUE - 09 JUN 5:00P

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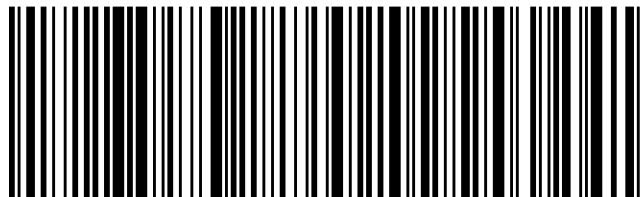
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Koon & Pipes PLLC

1700 S. Dixie Highway, Suite 502 Boca Raton, Florida 33432
Tel: (561) 407-0231 • Contact@KoonPipes.com

VIA CERTIFIED MAIL – RETURN RECEIPT REQUESTED

June 5, 2026

Richwagen's Bike & Sport
Attn: Albert Richwagen, Operating Manager
298 NE 6th Avenue
Delray Beach, Florida 33483

Re: Invitation to Establish Off-Site Parking Arrangement for Subculture Coffee, 302 NE 6th Avenue, Delray Beach, Florida — Proposed Tri-Party Off-Site Parking Easement or Private Parking Agreement

Dear Mr. Richwagen:

This firm represents 302 NE 6th Avenue, LLC and its principal, Rodney Mayo, the owner of the real property and coffeehouse business known as *Subculture Coffee*, located at 302 NE 6th Avenue, Delray Beach, Florida — the parcel immediately adjacent to your store at 298 NE 6th Avenue. We write on a cooperative, good-faith basis to invite you to discuss an arrangement under which our client could make use of a limited number of parking spaces on, or associated with, your property to help satisfy the City of Delray Beach's off-street parking requirements for the Subculture Coffee location.

As you may be aware, the City of Delray Beach imposes off-street parking requirements on commercial uses within the downtown corridor. Our client is presently working to satisfy the City's parking requirement for 302 NE 6th Avenue and is actively pursuing additional off-street parking as part of that effort. Securing nearby off-site parking would allow our client to provide actual, physical parking for its patrons and employees, rather than relying solely on the City's in-lieu parking fee program.

Your property at 298 NE 6th Avenue is ideally situated for this purpose. It is directly adjacent to 302 NE 6th Avenue and is well within the seven hundred fifty foot (750') distance that the City's Land Development Regulations permit for off-site parking (see LDR §§ 4.6.9(E)(5) and 4.4.13(I)(3)), as measured along the pedestrian route between the two properties. In addition, the operating hours of a coffeehouse — with meaningful evening, Sunday, and Monday activity — appear largely complementary to your store's hours, which may permit shared use of spaces with minimal conflict to your own customers and operations.

We would welcome the opportunity to discuss either of the following structures, whichever you prefer:

- **Tri-Party Off-Site Parking Easement Agreement.** A recorded easement among 302 NE 6th Avenue, LLC (as the benefited owner), you or the owner of the underlying real property (as grantor), and the City of Delray Beach (as the approving municipal party), substantially in the form of the City's standard tri-party off-site parking easement. The City has approved and recorded agreements in this same form for comparable downtown properties. A recorded easement would formally count toward the City's parking requirement for 302 NE 6th Avenue.
- **Private Parking License or Lease.** Alternatively, if a recorded easement is not desired, a private parking license or lease granting our client the right to use a specified number of spaces during specified hours, on commercially reasonable terms and without a permanent encumbrance on your property.

Our client is prepared to negotiate fair and reasonable terms, which may include:

- The number of spaces (our client currently anticipates a need for up to [NUMBER] spaces);
- A term, with renewal and termination provisions acceptable to you;
- Reasonable compensation to you, whether as a recurring license or lease fee or other consideration;
- Permitted hours of use structured to avoid conflict with your business;
- Allocation of responsibility for maintenance, signage, insurance, and indemnification; and
- Our client's agreement to bear the costs of preparing and recording any agreement and of obtaining any required City approval.

For your and your counsel's convenience, we enclose a draft *Tri-Party Off-Site Parking Easement Agreement*, adapted from the City of Delray Beach's approved form, reflecting the proposed arrangement. We would, of course, welcome your revisions. So that our client may document its efforts and meet pending deadlines before the City, we respectfully request a response indicating your willingness to discuss within fourteen (14) days of the date of this letter. Nothing in this letter or the enclosed draft is intended to create any obligation on your part; it is simply an invitation to discuss a mutually beneficial arrangement.

Our client holds your family's business in high regard as a cornerstone of the NE 6th Avenue corridor and a fellow longstanding Delray Beach establishment, and is committed to structuring any arrangement to be fair to you and minimally disruptive to your operations. Thank you for your time and consideration. Please do not hesitate to contact me directly with any questions.

Sincerely,

/s/- Peyton C. Pipes, Esq.

Koon & Pipes PLLC

1700 S Dixie Hwy, STE 502

Boca Raton, FL 33432

PREPARED BY AND RETURN TO:

City Attorney's Office
100 N.W. 1st Avenue
Delray Beach, FL 33444

PCN: [] Address: 302 NE 6th Avenue, Delray Beach, FL 33444

PCN: [] Address: 298 NE 6th Avenue, Delray Beach, FL 33483

TRI-PARTY OFF-SITE PARKING EASEMENT AGREEMENT

[DRAFT — FOR DISCUSSION PURPOSES ONLY — SUBJECT TO REVISION AND CITY APPROVAL]

THIS AGREEMENT is made this _____ day of _____, 2026, by and between **302 NE 6TH AVENUE, LLC**, a Florida limited liability company (“Developer” or “Owner”), whose address is 520 Clematis Street, West Palm Beach, Florida 33401; **[RICHWAGEN PROPERTY-OWNER ENTITY]**, a [Florida _____] (“Grantor”), whose address is 298 NE 6th Avenue, Delray Beach, Florida 33483; and the **CITY OF DELRAY BEACH, FLORIDA**, a Florida municipal corporation (“City”), whose address is 100 N.W. 1st Avenue, Delray Beach, Florida 33444.

WITNESSETH:

WHEREAS, Developer is the owner of real property and improvements located at 302 NE 6th Avenue, Delray Beach, Florida 33444, operated as a coffeehouse/restaurant use known as Subculture Coffee (the “Project”); and

WHEREAS, the City’s Land Development Regulations require the Project to provide off-street parking, and the Project does not contain sufficient on-site parking to satisfy that requirement; and

WHEREAS, in order for the Project to comply with the City’s parking regulations, Developer has secured off-site parking in accordance with the City’s Land Development Regulations Section 4.6.9(E)(5) and Section 4.4.13(I)(3); and

WHEREAS, Grantor is the owner of certain real property that is located within seven hundred fifty feet (750’) of the Project as measured along the closest pedestrian route between the nearest building entrance and the nearest pedestrian parking entrance (the “Property”), as more particularly described in Exhibit “A,” attached hereto and incorporated herein; and

WHEREAS, Grantor desires to grant Developer a perpetual parking easement (the “Easement”) to assist Developer in fulfilling its obligation to provide parking; and

WHEREAS, this Agreement will be effective upon City approval of the off-site parking arrangement and execution of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the Parties hereby agree as follows:

1.Recitals. The recitals set forth above are hereby incorporated as if fully set forth herein.

- 2. Grant of Easement.** Subject to the terms and conditions hereinafter set forth, Grantor does hereby grant and convey to Developer an exclusive and perpetual parking easement and right of access to [five (5)] parking spaces located on the Property (the “Easement Area”) for the purpose of providing parking for the Developer’s Project. Concomitant and coextensive with this right is the further right of Developer, its successors, and assigns, of ingress and egress over and on the Property, to effect the purposes of the easement, as expressed herein.
- 3. Owner’s Declaration of Covenant.** Grantor hereby declares that the Easement Area shall never be disposed of so long as the parking facilities are required for the Project.
- 4. Maintenance.** Grantor shall maintain the parking spaces located in the Easement Area in a neat, clean, and sanitary condition, free from all garbage, trash, litter, and debris, and provide whatever maintenance is required thereon.
- 5. Enforcement.** The Parties hereby acknowledge and agree that the parking spaces located in the Easement Area are necessary for the Project to satisfy the requirements set forth in the City’s Land Development Regulations and that the Developer will be in violation of the City’s Land Development Regulations if for any reason these off-site parking spaces are no longer available for use by Developer. [In the event the Easement Area becomes inoperable for more than ten (10) business days, the operation of the Project shall be limited to the extent required by the City until temporary replacement parking is secured in a form acceptable to the City.] The City hereby reserves the right to enforce this Agreement by pursuing any and all remedies provided by law or in equity. All of the remedies available to the City shall be cumulative, and the City’s election to pursue any remedy shall not preclude the City from then or later pursuing any one or more other remedies. This Agreement may be enforced by any of the Parties hereto.
- 6. Recordation.** This Agreement shall be binding upon, and inure to the benefit of, each party, its successors, assigns, or heirs, as the case may be. This Agreement and any amendments shall be recorded in the public records of Palm Beach County, Florida, with the expense of such recordation to be borne by Developer.
- 7. Termination.** This Agreement may only be terminated if replacement parking has been approved by the City or if the Project no longer requires the parking spaces located in the Easement Area to meet the City’s parking requirements. This Agreement may not be modified, suspended, or terminated except by a written instrument properly executed by all Parties and recorded in accordance with Paragraph 6 hereinabove.
- 8. Indemnification.** Developer and Grantor shall at all times hereafter indemnify, hold harmless and, at the City Attorney’s option, defend or pay for an attorney selected by the City Attorney to defend the City, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any

kind, including attorney's fees and costs, court costs, and expenses, caused or alleged to be caused by any intentional, negligent, or reckless act of, or omission of, Developer or Grantor, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against the City by reason of any such claim, cause of action, or demand, Developer and Grantor shall, upon written notice from the City, resist and defend such lawsuit or proceeding by counsel satisfactory to the City or, at the City's option, pay for an attorney selected by the City Attorney to defend the City. The obligations of this section shall survive the expiration or termination of this Agreement.

9. Severability. If any term, provision, covenant, or restriction contained herein or the application thereof to any person or circumstance shall be held to be invalid, illegal, or unenforceable, the validity of the remainder of this Agreement or the application of such term, provision, covenant, or restriction to persons or circumstances other than to those to which it is held invalid or unenforceable shall not be affected thereby.

10. Notice. Any notice or communication under this Agreement shall be in writing and may be given by registered or certified mail. If given by registered or certified mail, the notice or communication shall be deemed to have been given and received when deposited in the United States Mail, properly addressed, with postage prepaid. The notices and communications shall be given to the particular parties at the following addresses:

Developer/Owner: 302 NE 6th Avenue, LLC
520 Clematis Street
West Palm Beach, Florida 33401

Grantor: [Richwagen Property-Owner Entity]
298 NE 6th Avenue, Delray Beach, Florida 33483

City: City of Delray Beach
Attn: City Manager
100 N.W. 1st Avenue
Delray Beach, Florida 33444

Either party may at any time by giving ten (10) days written notice designate any other person or entity or any other address in substitution of the foregoing to which the notice or communication shall be given.

11. Governing Law; Venue; Fees; Jury Waiver. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any proceeding initiated to enforce the provisions of this Agreement shall be brought in the State or Federal courts located in Palm Beach County, Florida. It is hereby understood and agreed that in the

event any lawsuit in the judicial system, federal or state, is brought to enforce compliance with this Agreement, each party shall bear their own attorney's fees and costs, including appellate fees and costs. **EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.**

12.Entire Agreement. This Agreement shall constitute the entire agreement of the parties with respect to the subject matter of it.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement the day and year first written above.

CITY OF DELRAY BEACH, FLORIDA

By: _____
_____, Mayor

ATTEST: _____
_____, City Clerk

Approved as to Form and Legal Sufficiency:

By: _____
Lynn Gelin, City Attorney

DEVELOPER/OWNER: 302 NE 6th Avenue, LLC

By: _____
Name: Rodney Mayo
Title: Manager

Witness #1: _____
Printed Name: _____

Witness #2: _____
Printed Name: _____

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2026, by Rodney Mayo, as Manager of 302 NE 6th Avenue, LLC, on behalf of the company. Personally known _____ OR Produced Identification _____.

Notary Public – State of Florida

GRANTOR: [Richwagen Property-Owner Entity]

By: _____

Name: _____

Title: _____

Witness #1: _____

Printed Name: _____

Witness #2: _____

Printed Name: _____

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2026, by _____, as _____ of [Richwagen Property-Owner Entity], on behalf of the entity. Personally known _____ OR Produced Identification _____.

Notary Public – State of Florida

EXHIBIT “A”
LEGAL DESCRIPTION OF THE PROPERTY (298 NE 6th Avenue)