

Prepared by, record, and return to:
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525 Okeechobee Blvd. Suite 1100
West Palm Beach, FL 33401

**AMENDMENT OF DECLARATION
OF USE AGREEMENT**

by

THE TOWN OF PALM BEACH

and

**PALM BEACH ORTHODOX
SYNAGOGUE, INC.**

_____, 2025

AMENDMENT OF DECLARATION OF USE AGREEMENT

THIS AMENDMENT OF DECLARATION OF USE AGREEMENT ("Amended Agreement") is made and entered into this ____ day of _____, 2025 by and between the TOWN OF PALM BEACH, a Florida municipal corporation, 360 South County Road, Palm Beach, Florida 33480 (hereinafter called "Town") and Palm Beach Orthodox Synagogue, Inc., (hereinafter called "PB Synagogue"), which terms "Town" and "PB Synagogue" will include and bind the successors and assigns of the parties, wherever the context so requires or admits.

WITNESSETH:

WHEREAS, the Town and PB Synagogue heretofore entered into a Declaration of Use Agreement, dated May 12, 2008, recorded in Official Records Book 22640, Page 0733, of the Public Records of Palm Beach County, Florida (the "Agreement"); and

WHEREAS, the Agreement affected certain land described therein located at 120 N. County Road within the municipal limits of the Town as more particularly described in Exhibit "A" attached hereto (the "Original Synagogue Property"); and

WHEREAS, this Amended Agreement affects the Original Synagogue Property and the additional property acquired by PB Synagogue described in Exhibit "B" attached hereto ("Chez Jean Pierre Property") and made a part hereof (the Original Synagogue Property together with the Chez Jean Pierre Property are collectively hereinafter referred to as the "Property") located at 120-132 N. County Road within the municipal limits of the Town; and

WHEREAS, the Agreement reflected the terms and conditions of a Special Exception / Site Plan Review approved by the Town for the Original Synagogue Property (Special Exception #3-2007 with Site Plan Review), hereinafter referred to as the "Prior Approval"; and

WHEREAS, the Agreement provides that it may be amended by written instrument signed by all parties thereto; and

WHEREAS, on September 5, 2024, PB Synagogue submitted an application for a Special Exception Use / Site Plan Review / Variances (Application Number ZON-24-0055 and COA-24-0022, hereinafter referred to as the "Application") on the Property; and

WHEREAS, the Town Council conditionally approved the Application on January 15, 2025 and granted approval of three (3) Special Exceptions for: 1) Churches, synagogues or other houses of worship, 2) two-stories in the C-TS zoning district and 3) square footage greater than 3,000 square feet in the C-TS district with Site Plan Review and nine (9) variances due to demolition exceeding 50%, renovations, and building additions for: 1) reduction in the minimum required front yard setback and pedestrian walkway, 2) reduction in the minimum

required overall landscape open space, 3) reduction in the minimum front yard landscape open space, 4) increase in the maximum permitted building length, 5) reduction to the on-site parking requirement, 6) elimination of the minimum required number of berths (off-street loading spaces), 7) increase of the maximum permitted gross building area, 8) reduction in the minimum required side yard setback, and 9) reduction in the minimum required rear yard setback for the landmarked property (hereinafter referred to as the "Project"); and

WHEREAS, the terms and conditions contained in the Agreement are only applicable to the Prior Approval and are hereby repealed and replaced with the terms and conditions in this Amended Agreement as set forth herein; and

WHEREAS, the parties wish to amend the Agreement with this Amended Agreement to reflect the changes approved by the Town as part of the Project approval; and

WHEREAS, all of the representations made herein are true and accurate and the approval of the Project is conditioned upon the representations made herein and all of the conditions herein imposed;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which is hereby acknowledged by both parties, it is agreed as follows:

ARTICLE I REPRESENTATION OF AUTHORITY

PB Synagogue has full right to enter into this Amended Agreement and to bind the Property and itself to the terms hereof. There are no covenants, restrictions or reservations of record that will prevent the use of the Property in accordance with the terms and conditions of this Amended Agreement. No consent to execution, delivery and performance hereunder is required from any person, partner, limited partner, creditor, investor, judicial or administrative body, governmental authority, or other party other than any such consent which already has been unconditionally given or referenced herein. The execution of this Amended Agreement or the consummation of the actions contemplated herein will not violate any restriction, court order, or agreement to which the Property is subject.

ARTICLE II SYNAGOGUE USE

The synagogue and accessory uses that are the subject of this Amended Agreement shall be as set forth in the Application and approved by the Town Council on January 15, 2025 as the same may be amended from time to time (hereinafter referred to as the "Approval").

ARTICLE III CONDITIONS

The Approval shall be based upon the following conditions:

1. The Project was approved for the continued operation of a synagogue/house of worship with accessory uses as outlined in the Application, including a Sunday School and Social Hall.
2. The maximum occupancy shall not exceed 72 people except when there is Sunday School, religious services on Friday (Shabbat) and Saturday, religious services on the following observed Jewish holidays—~~Shabbat~~, Rosh Hashanah, Yom Kippur, Sukkot, Shemini Atzeret, Simchat Torah, Hanukkah, Tu Bishvat, Purim, Passover, Yom HaShoah, Yom HaZikaron, Yom HaAtzmaut, Lag BaOmer, Shavuot, Tisha B'Av (the “major holidays”), or a Special Event.
3. The **Sunday School accessory use** shall be limited as follows:
 - a) Attendees of the Sunday School shall be limited to the children of the members of the synagogue;
 - b) The maximum number of attendees to the Sunday School shall be 150 attendees and no more than 20 staff;
 - c) Sunday School shall only operate on Sundays;
 - d) Sunday School shall not commence before 9:30 a.m. and shall conclude no later than 12:30 p.m.;
 - e) Attendees of the Sunday School shall use a drop-off and pick-up procedure in the internal courtyard area as shown in the drop-off and pick-up plan, a copy of which is attached hereto as Exhibit “C”, and which shall not involve vehicles queuing into Sunset Avenue or any other roadway adjacent to the Property;
 - f) PB Synagogue shall not use the 12 northernmost parking spaces in the internal courtyard for parking purposes during the operating hours of the Sunday School. These parking spaces shall only be used for the Sunday School drop-off and pick-up procedure as shown in the drop-off and pick-up plan.
4. PB Synagogue shall not operate any type of school, including any academic, professional or studio-type school as defined in Section 134-2 of the Town’s Code of Ordinances on weekdays or Saturdays. The only permitted school shall be the religious Sunday School described herein. As a condition to obtaining a certificate of occupancy, PB Synagogue shall record a deed restriction/restrictive covenant in the public records reflecting this prohibition.
5. The **Social Hall accessory use** shall be limited as follows:
 - a) The Social Hall shall only be used for dining events that precede or follow religious services (“Dining Events”), and non-dining events (including Special Events) that support synagogue and congregation activities.
 - b) The maximum number of attendees to Dining Events in the Social Hall shall be 230 attendees and no more than 20 staff.

- c) The maximum number of attendees to Special Events in the Social Hall shall be 230 attendees and no more than 20 staff.
 - d) The maximum number of attendees to any other non-dining event that supports synagogue and congregation activities in the Social Hall shall be 72 attendees.
 - ~~d)e)~~ PB Synagogue shall not be permitted to return to the Town Council to request any increase in the number of attendees to Special Events until after the Project receives a certificate of occupancy and 6 months of operation during the period from November 1 through April 30 have passed.
6. The **Sanctuary use** shall be limited as follows:
- a) The Sanctuary shall only be used for religious services held on a Friday (Shabbat) or Saturday or major holiday, or for Special Event(s).
 - b) The maximum number of attendees to services or Special Events in the Sanctuary shall be 230 attendees.
7. There shall not be separate simultaneous events in any combination of the Sanctuary, the Social Hall, and the Sunday School classrooms. Further, a Special Event may be held in either the Sanctuary or Social Hall but not both locations at the same time.
8. **Townpersons Requirement.** At all times, no less than 50% of the members of the PB Synagogue shall consist of individuals who are “townpersons” as defined in the Town’s Code. Unless otherwise waived by the Town, PB Synagogue is required to provide the Town an affidavit of compliance with the townpersons requirement on an annual basis.
9. **Special Events** shall be subject to the following restrictions:
- a) A Special Event is defined as a PB Synagogue-sponsored function for 72 or more people held in the Social Hall or Sanctuary that is not Sunday School or a religious service held on a Friday (Shabbat), Saturday or major holiday (“Special Events”).
 - b) There shall be no more than four (4) Special Events per month.
 - c) The maximum number of attendees to a Special Event shall be 230 people.
 - d) Only the PB Synagogue may host a Special Event; neither the PB Synagogue nor any member of the PB Synagogue may rent out the Social Hall or any other portion of the property including to other members.
 - e) At least one (1) law enforcement or private security officer shall be required for all Special Events unless more officers or an alternative arrangement is requested by the Town police or by the Fire Marshal.
 - f) The PB Synagogue is required to maintain records of Special Events, including number of attendees and type of event, and will make such records available to the Town upon request. The PB Synagogue shall be required to keep such records for a period of no less than 12 months.
 - g) There shall be no Special Events scheduled before 6:~~03~~30 p.m. on a weekday (Monday through Friday) ~~and no Special Events on Saturday.~~ All Special Events shall conclude by 10:00 p.m.
 - ~~g)~~
 - ~~h)a) Valet parking shall be required for all Special Events and must be previously~~

~~approved by the Town's Police Chief. The number of valet parkers may be modified by the Town's Police Department if it is determined that either more or fewer valet parkers are required to manage the PB Synagogue's parking. Valet parking for Special Events shall not involve vehicles queuing into Sunset Avenue or any other roadway adjacent to the Property. The PB Synagogue shall obtain and maintain a valet parking permit for one valet stand.~~

10. **Parking.** ~~Similar to other houses of worship in the Town, the PB Synagogue shall be permitted to park in Town public road rights-of-way where parking is permitted during religious services that fall on Saturdays and Sundays.~~ To enhance the general character of the C-TS Town-Serving Commercial District in which the Property is located and the compatibility of the district with its residential surroundings, it is the intent of this Agreement that members and attendees of weekday religious services ~~held other than on Saturday and Sunday~~ and of Special Events (whenever held) at PB Synagogue will not park on the Town's public rights-of-way but will instead park in private off-site parking locations or legal on-street public parking.

- a) **Off-Site Parking Required for Special Events and Certain Holidays.** To that end, PB Synagogue must provide off-site parking ("Off-Site Parking") available to PB Synagogue valet services, congregants, attendees, and employees for (a) all Special Events; and (b) any major holiday that falls on a weekday from November through May, has more than 100 attendees, and for which the Orthodox Jewish tradition permits driving (including, but not limited to, Hanukkah, Tu Bishvat, Purim, Yom HaShoah, Yom HaZikaron, and Lag BaOmer) (the "Major Driving Holidays"). The number of spaces of Off-Site Parking that must be provided for any Special Event or Major Driving Holiday shall be determined by the number of attendees, as follows:

<u>Attendance</u>	<u>Off-Site Parking Spaces Required</u>
<u>73-110 attendees</u>	<u>25 spaces</u>
<u>110-150 attendees</u>	<u>35 spaces</u>
<u>150-190 attendees</u>	<u>45 spaces</u>
<u>190-230 attendees</u>	<u>55 spaces</u>

- b) **Off-Site Parking Agreements Required.** PB Synagogue shall obtain and ~~use its best efforts to~~ keep in effect written parking ~~arrangement~~ agreement(s) with one or more off-site parking locations to ensure compliance with the parking obligations set forth herein for use during religious services held other than on Saturday and Sunday and during all Special Events. Prior to issuance of any building permit for the Project, copies of the written parking agreement(s) shall be provided to the Town Attorney to confirm PB Synagogue's right to use and the availability of the designated spaces, and the termination provisions of the agreement. PB Synagogue shall notify the Town attorney within 10 days of the termination of any off-site parking agreement; any subsequent amendments or additional written parking agreement(s) shall be provided to the Town Attorney within 10 days of execution.

11. **Valet Parking.** Valet parking shall be required for for all Special Events and all Major Driving Holidays -and must be previously approved by the Town's Police Chief. Prior to issuance of any building permit for the Project, PB Synagogue shall provide the Town's Police Department with a valet operation plan that identifies the location(s) of Off-Site Parking, number of spaces available, and days/times of availability and includes a schematic detailing the loading, unloading, and flow of valet traffic.

No later than two (2) business days in advance of any Special Event or Major Driving Holiday, PB Synagogue shall notify the Town's Police Department of the date/time of the particular event or holiday, the location and number of spaces to be used, and the number of valet parkers. The number of valet parkers may be modified by the Town's Police Department if it is determined that either more or fewer valet parkers are required to manage the PB Synagogue's parking.

PB Synagogue's valet shall not utilize legal on-site public parking spaces until available Off-Site Parking is full. If PB Synagogue intends to valet park in legal on-site public parking spaces, it must have on file with the Town's Police Department a valid Certificate of Insurance (COI) held by PB Synagogue or the designated valet operator certifying insurance of at least \$1,000,000 in general liability, at least \$2,000,000 per occurrence, and at least \$250,000 in garage keeper.

Valet parking for Special Events shall not involve vehicles queuing into Sunset Avenue or any other roadway adjacent to the Property.

The PB Synagogue shall obtain and maintain a valet parking permit for one valet stand.
10.

12. **The On-Site Parking Area.** The on-site parking area shall not be used for any events or religious services with the exception of Sukkot. At Sukkot, the on-site parking area may be used for the approved construction of a temporary sukkah hut and for temporary dining. PB Synagogue must obtain advance approval to construct the sukkah structure on an annual basis by submitting an administrative application to the Town's Planning, Zoning & Building Department that depicts the location and elevation of the sukkah. The sukkah application may be reviewed and approved by the Chair of the Landmarks Preservation Commission ("LPC"), unless the Chair determines that it warrants review by the full LPC.

For any parking space(s) displaced for the sukkah and/or temporary dining during Sukkot, the PB Synagogue must make an equivalent number of spaces Off-Site Parking available to congregants, attendees, and employees. This is in addition to any parking spaces required for a Special Event or Major Driving Holiday that occurs during the eight (8) days of Sukkot.

- 11.13. **Deliveries.** The PB Synagogue shall instruct its delivery services to use the existing commercial loading zones adjacent to the Property on Sunset Avenue. There shall be no scheduled deliveries before 8:00 a.m. or after 28:00 p.m. on weekdays, before 8:00 a.m. or after 5:00 p.m. on Saturday or Sunday, and no scheduled deliveries between 2:00 p.m. and 5:00 p.m. on Monday through Friday or during the hours of operation of the Sunday

School from 9:30 a.m. to 12:30 p.m. on Sundays.

~~12.14.~~ The PB Synagogue shall enter into a Construction Management Agreement (“CMA”) with the Town prior to the issuance of the first building permit for the Project.

~~15.~~ The Town shall ~~have the right~~ be welcomed to conduct inspections on the buildings and Property ~~on a periodic basis when it deems appropriate~~ to confirm compliance with this Amended Agreement, including to verify attendance numbers. Failure to allow an inspection by the Town will constitute a violation of this Amended Agreement.

~~16.~~ PB Synagogue shall return to the Town Council after the Project receives a certificate of occupancy and 6 months of operation during the period from November 1 through April 30 have passed to review the list of conditions and compliance. Any Town Council hearing regarding a requested revision(s) to this Agreement will only be conducted during the months of December through May.

~~13-17.~~ PB Synagogue shall provide an affidavit of compliance with the terms of this Agreement by January 1 of each year.

ARTICLE IV VOLUNTARY AGREEMENT

PB Synagogue agrees to be bound by the terms and conditions in this Amended Agreement.

ARTICLE V REMEDIES FOR VIOLATION

1. Upon determination by anyone with authority that there is a violation of conditions of approval, this Agreement, or other provisions of the Town Code, the Town shall provide written notice to PB Synagogue and their representative of said violation and the date upon which said violation(s) shall be corrected. If PB Synagogue fails to correct the violation(s) within the timeframe set forth, the violation(s) shall be referred to the Town Code Enforcement Board for adjudication. PB Synagogue, their successors and assigns, agree that they shall pay the Town a liquidated amount of \$2,000.00 per day for each violation until corrected; however, PB Synagogue, their successors and assigns, further agree and acknowledge that the Code Enforcement Board may levy fines of up to \$5,000 per day for each violation until corrected if the Code Enforcement Board finds the violation to be irreparable or irreversible in nature after due notice and hearing, pursuant to Fla. Stat. § 162.09. In addition to all remedies provided in the Town Code, in the event PB Synagogue fails to correct the violation(s) within the time provided, this Agreement may be reconsidered by the Town Council upon 30 days’ written notice. The Town Council shall have the authority to revise or rescind the approval of the use.

2. The Town shall have all remedies available at law and equity in order to enforce the terms of this Amended Agreement including but not limited to (a) the Town's code enforcement procedures; (b) all remedies otherwise offered in the Town's Code of Ordinances; and (c) injunction, specific performance, and any and all other equitable relief through the civil courts in and for Palm Beach County for the State of Florida. In the event the Town is required to seek injunctive relief, it shall not be required to post bond. In the event of any litigation involving this Amended Agreement, or any of its covenants, agreements, terms or conditions, the prevailing party shall be entitled to reasonable attorney's fees and court costs from the non-prevailing party.

ARTICLE VI PROVISIONS TO RUN WITH THE PROPERTY

This Amended Agreement shall run with the Property and shall be binding upon PB Synagogue, and shall terminate upon the termination of PB Synagogue's business tax receipt for operation of a synagogue, or rescission of the Approval. This Amended Agreement shall be recorded by PB Synagogue in the Official Records of Palm Beach County, Florida upon full execution by the parties hereto.

ARTICLE VII ENTIRE AMENDED AGREEMENT

This Amended Agreement represents the entire agreement between the parties as to its subject matter and it may not be amended except by written agreement executed by both parties.

ARTICLE VIII EFFECTIVE DATE

The Effective Date of this Amended Agreement shall be the day upon which the Town grants PB Synagogue a certificate of occupancy~~this Agreement is executed by the last party to sign the Agreement for the completed Project.~~

ARTICLE IX MISCELLANEOUS PROVISIONS

Wherever the word "laws" appears in this Amended Agreement, it shall be deemed to include all ordinances, rules, and regulations as well as laws of the appropriate governmental authorities.

All references in this Amended Agreement to times of a day are stated in terms of Eastern Standard Time, i.e., whichever of Eastern Standard Time or Eastern Daylight Time may be in effect at the time. The word "day" in this Amended Agreement means any period

beginning when the time of day is midnight and ending on the next later occasion when the time of day is midnight.

This Amended Agreement may not be amended except by written instrument signed by all parties hereto.

Paragraph headings are inserted for convenience only and shall not be read to enlarge, construe, restrict or modify the provisions hereof. All references to numbered or lettered paragraphs, subparagraphs and exhibits refer (unless the context indicates otherwise) to paragraphs and subparagraphs of this Amended Agreement and to exhibits attached hereto, which exhibits are by this reference made a part hereof.

In the event of the invalidity of any provision of this Amended Agreement, the invalidated provision shall be deemed stricken from this Amended Agreement and the remainder of this Amended Agreement shall continue in full force and effect as if such invalid provision were never a part hereof.

This Amended Agreement shall be governed by and construed in accordance with the laws of the State of Florida and the United States of America.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals the day and year first above.

[Signatures, Notary, and Exhibits to follow]

Signed, sealed, executed, and acknowledged on this _____ day of _____, 2025. In Palm Beach County, Florida.

IN WITNESS WHEREOF

Owner

Witness # 1 Signature

Palm Beach Orthodox Synagogue, Inc.

Witness # 1 Printed Name

Witness # 2 Signature

Witness # 2 Printed Name

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2025, by _____ who ☐ is personally known to me or who ☐ has produced _____ as identification.

Notary Public –

Notary Seal:
My Commission Expires:

TOWN:

TOWN OF PALM BEACH

IN WITNESS WHEREOF

By: _____
Kirk Blouin, Town Manager

Witness # 1 Signature

Witness # 1 Printed Name

Witness # 2 Signature

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 _____, 2025, by KIRK BLOUIN, as Town Manager of the Town of Palm Beach, a municipal corporation existing under the laws of the State of Florida, on behalf of the corporation, who ☐ is personally known to me or who ☐ has produced _____ as identification.

Notary Public – State of Florida

Notary Seal: _____

ATTEST:

| _____
Kelly Churney, [Acting](#) Town Clerk

APPROVED AS TO LEGAL FORM AND
SUFFICIENCY:

Joanne M. O'Connor, Town Attorney

EXHIBIT "A"

LEGAL DESCRIPTION:

Lots 178-176 and the South 8.14 Feet of Lot 175, Floral Park, as recorded in Plat Book 2, Page 6, Palm Beach County, Florida Public Records, less the East 15 Feet of County Road Right of Way.

EXHIBIT "B"

LEGAL DESCRIPTION:

A parcel of land bounded by the existing exterior walls of the Richardson Greenfield Securities Building and the West right-of-way line of South County Road, Town of Palm Beach, Florida; said parcel of land being part of Lots 175 and 176, Plat of **FLORAL PARK**, according to the Plat thereof as recorded in Plat Book 2, Page 6, Public Records of Palm Beach County, Florida, and being more fully described as follows:

COMMENCING at the Southeast corner of said Lot 176;
Thence, North 90°00'00" West, along the South line of said Lot 176, a distance of 15 feet to the intersection thereof with the West right of way line of South Country Road and the **POINT OF BEGINNING**;

Thence, continue North 90°00'00" West, along the South line of said Lot 176, a distance of 5 feet, more or less, to the Southeast corner of the said Richardson Greenfield Securities Building;
Thence, continue North 90°00'00" West, along the South face of said building, a distance of 76 feet, more or less, to the Southwest corner of said building;

Thence, Northerly along the West face of said building, a distance of 27.9 feet;

Thence, Easterly along the Northerly face of said building a distance of 5.4 feet;

Thence, Northerly, along the West Face of said building, a distance of 5.3 feet;

Thence, Easterly along the North face of said building, a distance of 74.41 feet, more or less, to the Northeast corner of said building;

Thence continue Easterly along said line, a distance of 5 feet to the West right of way line of said South County Road;

Thence, South 02°45'00" East, along said right of way line a distance of 33.2 feet, more or less, to the **POINT OF BEGINNING**.

The bearings stated herein are based on an assumed North 90°00'00" West, along the South line of Lot 176;

AND

Lots 173 through 176 together with lots 180 through 183, inclusive, Plat of **FLORAL PARK**, as recorded in Plat Book 2, page 6, Public Records of Palm Beach County, Florida.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCELS

The South 8.14 feet of Lot 175, Less the East 15 feet thereof, and Lot 176, less the East 15 feet thereof, of the Plat of **FLORAL PARK** according to the Plat thereof, as recoded in Plat book 2, Page 6, of the Public Records of Palm Beach County, Florida, being conveyed out by Warranty Deed, recorded in official Records Book 13287, Page 1027, in the Public Records of Palm Beach County, Florida.

AND

LESS AND EXCEPT:

Lots 178 and 179, **FLORAL PARK**, according to the Plat thereof, as recorded in Plat Book 2, Page 6, Public Records of Palm Beach County, Florida, being conveyed out by Warranty Deed, recorded in Official Records Book 11295, Page 435.

EXHIBIT “C”

Sunday School drop-off and pick-up plan

