

CONTIGUOUS SHARED COMMON DOCKING AGREEMENT

THIS IS AN AGREEMENT by and between SUMMIT POINT LLC
(hereinafter "OWNER A"), whose address is 2612 N.E. 3rd Street, Pompano
Beach, Florida and Robert G. & Bambi J. Colette (hereinafter "OWNER B"),
whose address is 2606 NE 3rd Street, Pompano Beach,
Florida, and the CITY OF POMPANO BEACH (hereinafter "CITY"), a municipal corporation of
the State of Florida located at 100 West Atlantic Boulevard, Pompano Beach, Florida 33060.

WHEREAS, OWNER A and OWNER B desire to construct docks within five feet of the
extended property line adjacent to their properties legally described as follows:

See Exhibits "A" and "B" attached hereto.

WHEREAS, the construction of docks within five feet of the extended property line allows
adjacent property owner to physically connect their docks to form a contiguous horizontal surface;
and

WHEREAS, Section 151.03 (D), "Structures in Waterways," of the Pompano Beach Code
of Ordinances requires that in order for adjacent property owners to join their docks within five
feet of an extended property line, the affected abutting property owners shall first enter into an
agreement with the CITY which states they have reviewed and approved the proposed plans for
erecting a structure within five feet of their extended property lines and that they indemnify the
CITY for any claim brought against the CITY in connection with said structure; and

WHEREAS, OWNER A, OWNER B, and CITY have reached an agreement regarding OWNER A and OWNER B physically connecting their docks to form a continuous horizontal surface and desire to memorialize the agreement; and

IN CONSIDERATION of the mutual promises, terms and conditions contained herein, OWNER A, OWNER B and CITY agree as follows.

1. CITY is a party to this Agreement for the sole purpose of ensuring compliance with Section 151.03 (D), "Structures in Waterway" of the Pompano Beach Code of Ordinances. As such, this Agreement is made on the express condition that OWNER A and OWNER B agree that CITY shall be held harmless and free from all claims for damages for injury or death to any person or property damage of any kind that occurs in connection with this Agreement. Further, OWNER A and OWNER B shall indemnify CITY, its agents, officials, and employees against all liability, including legal and attorney's fees, resulting from any injury, death or damage described in this paragraph.

2. This Agreement shall be approved by the Office of the City Attorney for legal content and shall be of no effect until it is properly executed by all parties and recorded along with a copy of the approved plans in the Public Records of Broward County, Florida. CITY assumes no responsibility for recording and must be provided a copy of the Agreement showing the recording information prior to permit issuance.

3. OWNER A and OWNER B are individually and jointly responsible for compliance with all applicable Federal, state and local regulations pertaining to the construction, maintenance and use of the shared docking facilities to the extent that connecting the docks may result in other existing improvements being rendered non-compliant such as may be the case

with enforcement of the Residential Swimming Pool Safety Act, Chapter 515, Florida Statutes, and Florida Building Code Section 424.2.

4. The parties have reviewed and approved the proposed construction plans for placement of docks within five feet of the extended property line, a copy of which are attached hereto and made a part hereof as "Exhibit C," and OWNER A and OWNER B grant unto the other the full right to erect, maintain and keep such structure.

5. This agreement may not be terminated without the agreement of all parties.

6. The provisions contained herein shall be restrictions and covenants running with the land and shall be binding upon the heirs, successors and assigns of the parties.

7. This agreement shall be of no effect until it is properly executed by the OWNERS and CITY and recorded in the Public Records of Broward County, Florida.

8. No boat lifts shall be erected within five feet of the extended property line.

9. No vessels may be docked within the five feet of the extended property line.

10. Fire suppression systems shall be installed as required by applicable CITY, County, State of Florida and Federal law requirements. Fire suppression systems shall be shown on plans and maintained in full working order at all times.

IN WITNESS WHEREOF, the parties have executed this agreement on the respective date under each signature.

"CITY":

Witnesses:

CITY OF POMPAÑO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
GREGORY P. HARRISON, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved by:

MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2017 by **LAMAR FISHER** as Mayor, **GREGORY P. HARRISON** as City Manager, and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

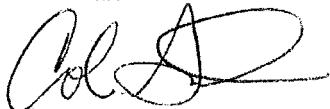
NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"OWNER A":

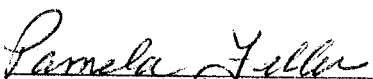
Witnesses:



Witness One - Sign Name

COLIN SMITH

Witness One - Print Name



Witness Two - Sign Name

PAMELA FULLER

Witness Two - Print Name

Summit Point LLC

BY: 

Owner A - Signature

David K Garcia

Owner A - Print or Type Name

Member

Owner A - Title

STATE OF ~~FLORIDA~~ Michigan

COUNTY OF ~~BROWARD~~

The foregoing instrument was acknowledged before me this 20 day of December, 2017 by David K Garcia as Member, of Summit Point LLC, a ^{Michigan}~~Florida~~ corporation, on behalf of the corporation, who is personally known to me or has produced Michigan Drivers License (type of identification) as identification.

NOTARY'S SEAL:


NOTARY PUBLIC, STATE OF MICHIGAN

Susan Kay Allen
(Name of Acknowledger Typed, Printed or Stamped)

Expires 11-20-2022
Commission Number

"OWNER B":

Witnesses:

[Signature]
Print Name: James Cuomo Jr.

[Signature]
Print Name: Thomas Santaruf

Robert G. Collette
[Signature]

Bambi J. Collette
Bambi J. Collette
DATED: 12/4/17

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 4 day of Dec., 2017 by Robert G. Collette and Bambi J. Collette. He is personally known to me or has produced MLA (type of identification) as identification.

NOTARY'S SEAL:



[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

Kenneth Hill
(Name of Acknowledger Typed, Printed or Stamped)

FF 242100
Commission Number

FP/ds:jrm
4-3-07
l:agr/eng/dock Agrmt - contiguous

EXHIBIT A

MARTY KIARD
BROWARD
 COUNTY
 PROPERTY APPRAISER

Site Address	2612 NE 3 STREET, POMPANO BEACH FL 33062-4915	ID #	4843 31 17 0020
Property Owner	SUMMIT POINT LLC	Millage	1511
Mailing Address	2900 SPRINGPORT RD JACKSON MI 49201	Use	01
Abbreviated Legal Description	HARBOR VILLAGE SEC B 30-46 B LOT 2 BLK 5		

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

Property Assessment Values					
Click here to see 2017 Exemptions and Taxable Values as reflected on the Nov. 1, 2017 tax bill.					
Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2018	\$338,660	\$280,020	\$618,680	\$618,680	
2017	\$338,660	\$280,020	\$618,680	\$618,680	\$12,449.62
2016	\$338,660	\$274,630	\$613,290	\$613,290	\$12,512.42

2018 Exemptions and Taxable Values by Taxing Authority				
	County	School Board	Municipal	Independent
Just Value	\$618,680	\$618,680	\$618,680	\$618,680
Portability	0	0	0	0
Assessed/SOH	\$618,680	\$618,680	\$618,680	\$618,680
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	\$618,680	\$618,680	\$618,680	\$618,680

Sales History			
Date	Type	Price	Book/Page or CIN
3/23/2015	WD-Q	\$725,000	112897805
3/11/2011	TD-E	\$280,000	47840 / 74
12/10/1996	DRR	\$100	27769 / 623
2/5/1998	WD	\$100	27740 / 962
12/10/1996	WD	\$240,000	25826 / 548

Land Calculations		
Price	Factor	Type
\$41.05	8,250	SF
Adj. Bldg. S.F. (Card, Sketch)		1797
Units/Beds/Baths		1/2/2
Eff./Act. Year Built: 2000/1956		

Special Assessments								
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
15								
R								
1								

EXHIBIT B

MARTY KIARD
BROWARD
 COUNTY
 PROPERTY APPRAISER

Site Address	2606 NE 3 STREET, POMPANO BEACH FL 33062-4915	ID #	4843 31 17 0010
Property Owner	COLLETTE, ROBERT G & BAMBI J	Millage	1511
Mailing Address	2606 NE 3 ST POMPANO BEACH FL 33062-4915	Use	01
Abbreviated Legal Description	HARBOR VILLAGE SEC B 30-46 B LOT 1 LESS S 25 OF N 200 OF W 10 BLK 5		

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

Property Assessment Values Click here to see 2017 Exemptions and Taxable Values as reflected on the Nov. 1, 2017 tax bill.					
Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2018	\$388,660	\$200,560	\$589,220	\$251,810	
2017	\$388,660	\$200,560	\$589,220	\$251,810	\$4,334.32
2016	\$388,660	\$196,450	\$585,110	\$246,640	\$4,275.56

2018 Exemptions and Taxable Values by Taxing Authority				
	County	School Board	Municipal	Independent
Just Value	\$589,220	\$589,220	\$589,220	\$589,220
Portability	0	0	0	0
Assessed/SOH 94	\$251,810	\$251,810	\$251,810	\$251,810
Homestead 100%	\$25,000	\$25,000	\$25,000	\$25,000
Add. Homestead	\$25,000	0	\$25,000	\$25,000
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	\$201,810	\$226,810	\$201,810	\$201,810

Sales History			
Date	Type	Price	Book/Page or CIN
10/1/1981	QCD	\$100	9837 / 605
5/1/1978	WD	\$74,500	
5/1/1977	WD	\$55,000	
3/1/1976	WD	\$50,000	
10/1/1970	WD	\$36,000	

Land Calculations		
Price	Factor	Type
\$41.05	9,468	SF
Adj. Bldg. S.F. (Card, Sketch)		1782
Units/Beds/Baths		1/2/2
Eff./Act. Year Built: 1965/1954		

Special Assessments								
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
15								
R								
1								

SEA-TECH CONSTRUCTION INC.

1649 SW 1st WAY # 5, DEERFIELD BEACH, FL 33441

OFFICE: (954) 480-2607
FAX: (954) 480-6707
www.seatechconstruction.com

COMPLETE MARINE CONSTRUCTION SERVICES

MARINE CONTRACTORS
LIC. # 92-1326 - # U 17767
INSURED BONDED

PROPOSAL SUBMITTED TO

Name **Summit Point LLC**
Street **2612 Northeast 3rd Street**
City **Pompano Beach**
Phone **954-288-2248**

WORK TO BE PERFORMED AT

Street **2612 Northeast 3rd Street**
City **Pompano Beach** State **FL.**
Email: **dgarcia@garciafab.com**

We hereby propose to furnish all the materials and perform all the labor necessary for the completion of phases indicated

NEW DOCK

PHASE - Removal and disposal of 5'6" x 70' of existing dock and (8) existing piles. **\$1,900.00**

PHASE - Installation of (8) x 12" x 25' wood dock piles driven per Certified Engineers specifications. Includes 5' UV polymer pile tight wrap to encase wood pile preventing deterioration. (Piles billed at \$20.00 per ft. over and above 20 ft. If necessary.) (Dock piles 7' above deck) **\$6,800.00**

PHASE - Installation of a 5'6" x 85' new wood dock constructed using .40 # 1 grade pressure treated lumber. Includes sub-structure to be fastened to the seawall cap using wedge anchors on 3 ft. centers and lag bolts at each pile. The hangers for the sub-supports to be 3" x 10" and fastened with wedge anchors. The 2" x 6" Decking will be fastened with 3" S/S screws and the 1" x 2" pile trim with S/S 6D nails. Piles to be capped with copper. Docks built per Certified Engineers design. (Includes: Tropical (DSS) Wood with Manufacturers Warranty) **\$7,410.00**

OPTION - Installation of a 5'6" x 85' Composite Dock. **\$ 10,920.00**

OPTION - Installation of 1" x 2" Composite pile trim to finish (8) wood dock piles. **\$ 1,800.00**

PHASE - Installation of new (8) x 8' black heavy duty boat fenders. **\$1,600.00**

PHASE - Installation of new (8) x 12" aluminum S type mooring cleats. **\$320.00**

CITY BUILDING PERMIT FEES BILLED SEPARATE AT COST. CONTRACT DOES NOT INCLUDE ELECTRICAL OR PLUMBING.

DEP Permit Fee	\$100.00	TOTAL CONTRACT	\$18,530.00
Engineer / Permit Processing Fee	\$400.00	Plus City Permit Fee	

Payment as follows: **\$ 1,000.00** deposit to permit and schedule / **\$ 7,000.00** upon pile installation/
\$ 5,000.00 upon dock framing installation/ **Full balance** upon completion of phases/

(1) Any alteration or deviation involving extra costs will be treated as a separate contract. (2) Sea-Tech Construction, Inc. warrants that all construction has been completed in accordance with plans and specifications and that for a period of **3 YEARS** will return to replace or repair defects in material or workmanship unless otherwise specified. (3) All agreements contingent upon strikes, accidents, or delays beyond our control. (4) Public liability and workers compensation insurance to be the responsibility of Sea-Tech Construction Inc. (5) Sea-Tech Construction Inc. to be held harmless for damage due to vibration, noise, oil fallout, etc. (6) Owner agrees to pay all costs of collection, including Attorney fees and all other costs associated with collecting the unpaid balance. Unpaid balances charged interest at a rate of 1 1/2 % per month (18% annually). (7) Deposits non-refundable upon approval of Dept. of Environmental Protection or Army Corp. of Engineers permits. **Convenience fee charged for handling and processing credit card payments.** For the first \$1,500.00 the fee is \$30.00. Each additional \$1,500.00 or any portion thereof, an additional \$30.00

*** CONTRACTS NOT PAID IN FULL FOR WORK COMPLETED ARE VOID OF WARRANTY***

Respectfully submitted SEA-TECH CONSTRUCTION INC. DATE: **10/4/17**

THIS PROPOSAL MAY BE WITHDRAWN BY SEA-TECH IF NOT ACCEPTED WITHIN 30 DAYS.

ACCEPTANCE OF PROPOSAL The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments to be made as outlined above.

Rep. Chris Jenkins

Date _____ Acceptance Signature _____

PROPOSAL SUBMITTED TO

WORK TO BE PERFORMED AT

Name Mr. Gene Collette

Street 2606 Northeast 3rd Street

City Pompano Beach

Phone 954-258-2099

State : FL

Street 2606 Northeast 3rd Street

City Pompano Beach State FL.

Email: bambi@outboardshop.com

We hereby propose to furnish all the materials and perform all the labor necessary for the completion of phases indicated

NEW WOOD DOCK AND SEAWALL REPAIR

PHASE - Removal and disposal of 5' x 136' of existing dock and (13) wood dock piles. \$2,630.00

PHASE - Removal of marine growth and loose concrete along the wet-face of 136 lf. of coral rock seawall.

PHASE - Apply **hydraulic cement mixture to seawall face** eliminating loss of fill through the seawall.

PHASE - Removal of sod where accessible behind the seawall and **backfill** with coarse aggregate.

Includes 2 cubic yards of backfill. Additional backfill billed at \$100.00 per cubic yard if required.

\$2,450.00

PHASE - Installation of (13) x 10" x 20' wood dock piles driven per Certified Engineers specifications.

Includes 5' UV polymer pile tight wrap to encase wood pile preventing deterioration.

(Piles billed at \$30.00 per ft. over and above 20 ft. if necessary.)

\$7,800.00

PHASE - Installation of a 5' x 126' new wood dock constructed using .40 # 1 grade pressure treated lumber. Includes sub-structure to be fastened to the seawall cap using wedge anchors on 3 ft. centers and lag bolts at each pile. The hangers for the sub-supports to be 3" x 10" and fastened with wedge anchors. The 2" x 6" Decking will be fastened with 3" S/S screws and the 1" x 2" pile trim with S/S 6D nails.

Piles to be capped with copper. Docks built per Certified Engineers design.

(Includes: Tropical (DSS) Wood with Manufacturers Warranty)

* Includes stairs and rail.

\$12,140.00

OPTION - Installation of a 5' x 126' Composite/Polymer dock includes stairs and rail. \$ 17,380.00

OPTION - Installation of 1" x 2" Composite/Polymer pile trim to finish wood dock piles. \$ 150.00 each

CITY BUILDING PERMIT FEES BILLED SEPARATE AT COST. CONTRACT DOES NOT INCLUDE ELECTRICAL, PLUMBING OR SOD.

Additional permits or survey's if required billed at cost to Owner.

DEP Permit Fee \$100.00

Engineer / Permit Processing Fee \$400.00

TOTAL CONTRACT \$25,520.00

Plus City Permit Fee

Payment as follows: \$ 2,000.00 deposit to permit and schedule / \$ 10,000.00 upon pile installation/
\$ 10,000.00 upon dock framing installation/ Full balance upon completion of phases/

(1) Any alteration or deviation involving extra costs will be treated as a separate contract. (2) Sea-Tech Construction, Inc. warrants that all construction has been completed in accordance with plans and specifications and that for a period of 3 YEARS will return to replace or repair defects in material or workmanship unless otherwise specified. (3) All agreements contingent upon strikes, accidents, or delays beyond our control. (4) Public liability and workers compensation insurance to be the responsibility of Sea-Tech Construction Inc. (5) Sea-Tech Construction Inc. to be held harmless for damage due to vibration, noise, oil fallout, etc. (6) Owner agrees to pay all costs of collection, including Attorney fees and all other costs associated with collecting the unpaid balance. Unpaid balances charged interest at a rate of 1 1/2 % per month (18% annually). (7) Deposits non-refundable upon approval of Dept. of Environmental Protection or Army Corp. of Engineers permits. Convenience fee charged for handling and processing credit card payments. For the first \$1,500.00 the fee is \$30.00. Each additional \$1,500.00 or any portion thereof, an additional \$30.00.

** CONTRACTS NOT PAID IN FULL FOR WORK COMPLETED ARE VOID OF WARRANTY**

Respectfully submitted SEA-TECH CONSTRUCTION INC.

DATE: 10/3/17

THIS PROPOSAL MAY BE WITHDRAWN BY SEA-TECH IF NOT ACCEPTED WITHIN 30 DAYS.

ACCEPTANCE OF PROPOSAL. The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments to be made as outlined above.

Rep. Chris Jenkins

Date _____ Acceptance Signature _____

Claim # 17226

Bambi Collette 954-781-5611

