

**SHARED COMMON DOCKING AREA
AGREEMENT**

THIS IS AN AGREEMENT by and among Thomas C. & Ellen Talkaci Walsh (hereinafter "OWNER A"), whose address is 380 SE 7th St., Pompano Beach, Florida 33060, and Joseph T. Walsh (hereinafter "OWNER B"), whose address is 390 SE 7th St., Pompano Beach, Florida 33060, and the CITY OF POMPANO BEACH, a municipal corporation of the State of Florida, hereinafter referred to as "CITY."

WHEREAS, OWNER A desires to construct a dock adjacent to his property legally described as follows:

See attached "Legal Description"

WHEREAS, the said properties owned by OWNERS A and B share a common docking area as defined by Chapter 151 of the Pompano Beach Code of Ordinances; and

WHEREAS, Section 151.03 (I), "Structures in Waterways," of the Pompano Beach Code of Ordinances requires that if two or more lots share a common docking area, the owners shall enter into an agreement with the City which shall state the property owners have reviewed and approved the proposed plans as it relates to the placement of any structure in the common docking area as well as the proposed docking of any boat or watercraft; and

WHEREAS, OWNERS A and B reached an agreement relating to the placement of a dock adjacent to the property owned by OWNER A and desire to memorialize the agreement; and

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

1. To avoid controversy regarding the sharing of riparian rights and to comply with the ordinances of the City of Pompano Beach, OWNERS A and B have entered into this agreement as a benefit to each other.

2. OWNER B has reviewed and has approved the proposed plan, a copy of which is attached hereto and made a part hereof as Exhibit "A" for the placement of a dock and other structures in the common docking area adjacent to OWNER A's property and grants unto OWNER A the full right to erect, maintain and keep such structures.

3. The parties have agreed to the docking of any boat in the common docking area and agree that this agreement does not provide any other rights or authority except as specifically provided herein.

4. OWNER A may make repairs to the said dock shown on Exhibit "A" attached, but may not make further alterations or additions without agreement of all parties.

5. This agreement is made on the expressed condition that OWNERS A and B agree that CITY shall be free from all claims for damages for injury to any person, death of any person, or damage to property of any kind from any cause that occurs as a result of this agreement during the terms of this agreement. OWNERS A and 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.

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

7. This agreement shall be binding upon and shall inure to the benefit of OWNER A and his successors, and any person or other entity that may at any time hereafter become the owner of any one or more of the properties described above.

8. 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

"CITY":

Attest:

CITY OF POMPANO BEACH

KERVIN ALFRED
CITY CLERK

By: _____
REX HARDIN, MAYOR

DATE: _____

(SEAL)

By: _____
GREGORY P. HARRISON, CITY MANAGER

DATE: _____

Approved As To Form:

MARK E. BERMAN
CITY ATTORNEY

Witnesses:

Witness One - Sign Name

MITCHELL SCAVONE

Witness One - Print Name

Kyle Martinez

Witness Two - Sign Name

KYLE MARTINEZ

Witness Two - Print Name

"OWNER A":

(X) Thomas Walsh

Owner A - Signature

Thomas C Walsh

Owner A - Print or Type Name

(X) Ellen Takagi Walsh

Owner A - Signature

Ellen Takagi Walsh

Owner A - Print or Type Name

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 20 day of AUGUST, 2022 by THOMAS WALSH + ELLEN WALSH. He/she is personally known to me or has produced _____ (type of identification) as identification.

NOTARY'S SEAL:



Marie C Besette

NOTARY PUBLIC, STATE OF FLORIDA

MARIE C BESSETTE

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"OWNER B":

Witnesses:

Witness One - Sign Name

Mitchell Scavone

Witness One - Print Name

Kyle Martinez

Witness Two - Sign Name

Kyle Martinez

Witness Two - Print Name

(X) Joseph T Walsh

Owner B - Signature

Joseph T. Walsh

Owner B - Print or Type Name

Dated:

8/28/22

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 28 day of AUG, 2022 by JOSEPH WALSH. He/she is personally known to me or has produced (type of identification) as identification.

NOTARY'S SEAL:

Marie C Bessette

NOTARY PUBLIC, STATE OF FLORIDA

MARIE C BESSETTE

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

