



MARINE ADVISORY BOARD

1201 N.E. 5th Avenue
Pompano Beach, Florida 33060
Memo # 16-03

TO: Mark Berman, Esq., City Attorney
FROM: Frank Pelly, Chair
CC: Marine Advisory Board (MAB), City of Pompano Beach
RE: Contiguous Shared Common Docking Agreement

As discussed and requested, the Contiguous Shared Common Docking Agreement (the agreement used when two neighbors join their docs) should not become null and void if either of the property owners sell their property (see section 5). The agreement, (Contiguous Shared Common Docking Agreement) should run with the property as does the Shared Common Docking Agreement section 9 which reads; "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 addition, 151.03(d) 1 which reads, "the agreement shall be approved by the City Attorney...) should be stricken to read; "The agreement shall be approved by the Office of the City Attorney for legal content and recorded along with a copy of the approved plans in the Public Records of Broward County, Florida and shall be considered to be a restriction running with the land and shall bind the heirs, successors and assigns of the property owners." This is the same language used in 151.03 (F) where two lots share a common docking area.

If you have any questions, please feel free to call me at: (954) 290-4098.

I look forward to a response, prior to our next meeting on September 19, 2016.

Thank you.

