DOCKING EXTENSION AGREEMENT

| THIS IS AN AGREEMENT by and between Kyle Farley |
|--|
| (hereinafter "OWNER A"), whose address is 63 SE 8 Ave , Pompano |
| Beach, Florida and William Kruege (hereinafter "OWNER B"), |
| whose address is 641 SE 8 Ave , 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, Section 151.03 (D), "Structures in Waterways," of the Pompano Beach Code of Ordinances requires that in order for adjacent property owners to construct 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 engineering plans for constructing 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 constructing docks within five feet of an extended property line 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, "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 officials, its agents 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 any shared docking facilities to the extent that constructing docks within five feet of an extended property line 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 engineering plans for construction 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. The parties will not be joining their docks together to form one contiguous surface.
- 6. This agreement may not be terminated without the agreement of all parties.
- 7. 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.
- 8. 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.
 - 9. No boatlifts shall be erected within five feet of the extended property line.
 - 10. No vessels may be docked within the five feet of the extended property line.
- 11. 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.

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

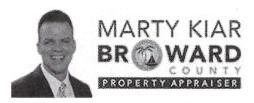
| each signature. | |
|--|--|
| | "CITY": |
| Witnesses: | CITY OF POMPANO BEACH |
| | By:REX HARDIN, MAYOR |
| Print Name: | |
| | By:GREGORY P. HARRISON, CITY MANAGER |
| Print Name: | |
| Attest: | |
| ASCELETA HAMMOND, CITY CLERK | (SEAL) |
| Approved by: | |
| MARK E. BERMAN, CITY ATTORNEY | |
| STATE OF FLORIDA COUNTY OF BROWARD | |
| online notarization, this day of GREGORY P. HARRISON as City Manage | wledged before me, by means of physical presence or 2020, by REX HARDIN as Mayor, er and ASCELETA HAMMOND as City Clerk of the City rporation, on behalf of the municipal corporation, who are |
| NOTARY'S SEAL: | NOTARY PUBLIC, STATE OF FLORIDA |
| | (Name of Acknowledger Typed, Printed or Stamped) |
| | Commission Number |

"OWNER A":

| Witnesses: | |
|---|--|
| Witness One - Sign Name | Owner A - Signature |
| Witness One - Print Name | Owner A - Print or Type Name |
| Witness Two - Sign Name | Dated: 2/28/22 |
| Witness Two - Print Name | |
| STATE OF FLORIDA | |
| COUNTY OF BROWARD | |
| or □ online notarization, this | by day of February, 2022 by He/she is personally known to me or has produced (type of identification) as identification. |
| NOTARY'S SEAL: | NOTARY PUBLIC, STATE OF FLORIDA |
| LAURA SENN Notary Public - State of Florida Commission # GG 358906 My Comm. Expires Jul 24, 2023 Bonded through National Notary Assn. | Laura Senn (Name of Acknowledger Typed, Printed or Stamped) GG 858906 Commission Number |

"OWNER B":

| Witnesses: | |
|--|--|
| Auf- | Max |
| Witness One - Sign Name | Owner B - Signature |
| Kole Farley Witness One - Print Name | Owner B - Print or Type Name |
| Witness Two - Sign Name | Dated: 2/28/2022 |
| Witness Two - Print Name | |
| STATE OF FLORIDA COUNTY OF BROWARD | LAURA SENN Notary Public - State of Florida Commission # GG 358906 My Comm. Expires Jul 24, 2023 Bonded through National Notary Assn. |
| The foregoing instrument was acor or online notarization, this william knueges | knowledged before me, by means of physical presence day of february, 20 by He/she is personally known to me or has produced (type of identification) as identification. |
| NOTARY'S SEAL: | NOTARY PUBLIC, STATE OF FLORIDA |
| LAURA SENN Notary Public - State of Florida Commission # GG 358906 My Comm. Expires Jul 24, 2023 Bonded through National Notary Assn. | Laura Senn (Name of Acknowledger Typed, Printed or Stamped) 7 24 2023 / 6G 357906 Commission Number |



| Site Address | 641 SE 8 AVENUE, POMPANO BEACH FL 33060 | ID# | 4942 01 36 0070 |
|---------------------------|--|---------|-----------------|
| Property Owner | KRUEGEL, WILLIAM | Millage | 1511 |
| Mailing Address | 641 SE 8 AVE POMPANO BEACH FL 33060 | Use | 01 |
| Abbr Legal Description | CYPRESS ISLES ESTATES THIRD ADD 52-16 B LOT 17 BLK 4 | | |

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).

| Add. Homestead \$25,000 0 \$25,000 \$25,000 Wid/Vet/Dis 0 0 0 0 0 Senior 0 0 0 0 0 0 | | * 202 | 22 va | lues are cor | nsidered | l "working values | " and | are su | bject to | change |). | | |
|---|---------------------------------------|--------------|-------|--------------|----------------|-------------------|-------|-----------------------|-------------|---------|--------------|---------|--|
| Tear | | | | | Propert | ty Assessment | Value | es | | | | | |
| 2021 \$295,150 \$988,300 \$1,283,450 \$1,098,810 \$22,048.19 | Year | Land | | | | 4 | ket | | | | Tax | | |
| 2020 \$295,150 \$924,080 \$1,219,230 \$1,083,640 \$21,380.20 | 2022* | \$295,150 | | \$988,30 | 00 | \$1,283,45 | 0 | 3 | 51,131,7 | 70 | | | |
| County School Board Municipal Independent | 2021 | \$295,150 | | \$988,30 | 00 | \$1,283,450 | | 1 | \$1,098,810 | | \$22,048.19 | | |
| County School Board Municipal Independent | 2020 | \$295,150 | | \$924,08 | 30 | \$1,219,23 | 0 | 5 | \$1,083,640 | | \$21,380.20 | | |
| Sales History | | | 202 | 2* Exempti | ons and | Taxable Values | by ' | Taxing | Author | ity | | | |
| Portability 0 25,000 \$25,00 | County School Board Municipal Indepen | | | | | | | | | pendent | | | |
| Assessed/SOH 19 \$1,131,770 \$1,131,770 \$1,131,770 \$1,131,770 \$25,000 \$2 | Just Value | | | \$1,2 | 83,450 | \$1,28 | 3,45 | 0 | \$1,28 | 3,450 | \$1, | 283,450 | |
| Homestead 100% \$25,000 \$25,00 | Portability | | | | 0 | | (| 0 | | 0 | | 0 | |
| Add. Homestead \$25,000 0 \$25,000 \$25,000 Wid/Vet/Dis 0 0 0 0 0 0 Senior 0 | Assessed/S | OH 19 | | \$1,13 | 31,770 | \$1,13 | 1,770 | 0 | \$1,13 | 1,770 | \$1, | 131,770 | |
| Wid/Vet/Dis 0 <td>Homestead</td> <td>100%</td> <td></td> <td>\$2</td> <td>25,000</td> <td>\$2</td> <td>5,000</td> <td>0</td> <td>\$2</td> <td>5,000</td> <td>\$25,000</td> | Homestead | 100% | | \$2 | 25,000 | \$2 | 5,000 | 0 | \$2 | 5,000 | \$25,000 | | |
| Senior 0 | Add. Homes | stead | | \$2 | 25,000 | | (| 0 | \$2 | 5,000 | \$25,000 | | |
| Exempt Type 0 1,081,770 \$1,081,770 \$1,081,770 \$1,081,770 \$1,081,770 \$2,000 \$2,000 \$1,081,770 \$1,081,770 \$2,000 \$2,0 | Wid/Vet/Dis | | | | 0 | | (| 0 | | 0 | 0 | | |
| Taxable \$1,081,770 <td>Senior</td> <td></td> <td></td> <td></td> <td>0</td> <td></td> <td colspan="2">0</td> <td></td> <td colspan="3">0</td> | Senior | | | | 0 | | 0 | | | 0 | | | |
| Sales History Land Calculations Date Type Price Book/Page or CIN Price Factor Type 9/5/2018 WD-Q \$1,300,000 115306663 \$28.00 10,541 SF 1/31/2007 QCD-T \$100 43546 / 542 | Exempt Typ | е | | | 0 | | 0 | | | 0 | | 0 | |
| Date Type Price Book/Page or CIN Price Factor Type 9/5/2018 WD-Q \$1,300,000 115306663 \$28.00 10,541 SF 1/31/2007 QCD-T \$100 43546 / 542 | Taxable | | | \$1,08 | 31,770 \$1,106 | | | 70 \$1,081,770 \$1,08 | | | 081,770 | | |
| 9/5/2018 WD-Q \$1,300,000 115306663 \$28.00 10,541 SF 1/31/2007 QCD-T \$100 43546 / 542 | | | Sale | s History | | | | | Lanc | l Calcu | lations | | |
| 1/31/2007 QCD-T \$100 43546 / 542 | Date | Туре | | Price | Book | /Page or CIN | | Pric | е | 1 | actor | Туре | |
| 2/28/2005 QCD \$100 39196 / 86 6/1/1993 QCD \$100 21079 / 894 7/1/1966 WD \$28,400 Adj. Bldg. S.F. (Card, Sketch) 5351 Units/Beds/Baths 1/6/5 | 9/5/2018 | WD-Q | \$1, | 300,000 | 115306663 | | | \$28.00 | | 10,541 | | SF | |
| 6/1/1993 QCD \$100 21079 / 894 7/1/1966 WD \$28,400 Adj. Bldg. S.F. (Card, Sketch) 5351 Units/Beds/Baths 1/6/5 | 1/31/2007 | QCD-T | | \$100 | 43546 / 542 | | | | | | | | |
| 7/1/1966 WD \$28,400 Adj. Bldg. S.F. (Card, Sketch) 5351 Units/Beds/Baths 1/6/5 | 2/28/2005 | QCD | | \$100 | 39196 / 86 | | | | | | | | |
| Units/Beds/Baths 1/6/5 | 6/1/1993 | QCD | | \$100 | 21079 / 894 | | | | | | | | |
| | 7/1/1966 | WD | \$ | 28,400 | | | P | Adj. Blo | lg. S.F. | (Card, | Sketch) | 5351 | |
| Eff /Act Vear Builty 2009/2008 | | | | | Larantessania | | | U | nits/Be | ds/Bat | hs | 1/6/5 | |
| E11.7Act. Teal Built. 2009/2000 | | | | | | | | Eff. | /Act. Ye | ear Bui | lt: 2009/200 | 8 | |

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